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

Tuesday, May 19, 2026 **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.	26-10	Approval of the City Council Meeting Minutes of May 5, 2026
B.	26-705	Approval of and authorization to execute Budget Amendment Number 31 for Fiscal Year 2026
C.	26-706	Approval of and authorization to execute Budget Amendment Number 32 for Fiscal Year 2026
D.	26-665	Approval of and authorization to execute a Professional Services Agreement with Best & Sharp, for providing counsel and legal advice regarding Civil Rights law and approval of a Conflict of Interest Waiver
E.	26-677	Approval of and authorization to execute Agreement for Professional Consultant Services with Marquardt Engineering, PLLC for the South Park Estates Third Addition residential streets concrete panel replacement project (ST25100)
F.	26-654	Approval of and authorization to accept a proposal for a new Enterprise Enrollment Agreement and relevant Amendment with Microsoft Corporation for Microsoft software, products, and licenses through SHI
G.	26-675	Approval of and authorization to execute a Global Financial Professional Services Agreement with Municipal Finance Services

H.	26-659	Approval of and authorization to execute Agreement for Professional Consultant Services with Olsson, Inc., for the Steeple Chase Subdivision Residential Streets Concrete Panel Replacement (Project Number ST22110)
I.	26-652	Approval of and authorization to execute Agreement for Professional Consultant Services with Traffic Engineering Consultants, Inc., for On-Call Traffic Engineering and Related Support Services (Project Number 2652050)
J.	26-687	Approval of and authorization to execute Right of Entry agreement with Union Pacific Railroad Company to execute construction for the Grain Silo Improvements Project (Project No. 2417300)
K.	26-670	Approval of and authorization to use of Sales Tax Capital Improvement Funds to remount an existing Horton Ambulance (2425), replace damaged components, and repair existing body damage
L.	26-591	Approval of and authorization to award the sole responsive bid to Brinks for RFP No. 26.139, Armored Truck Services
M.	26-666	Approval of and authorization to award Bid No. 26.148 Opioid Abatement utilizing funds from Opioid Abetment Settlement Fund, Project No. 2630410 to Omni Institute and approval of and authorization to execute Budget Amendment Number 30 for Fiscal Year 2026
N.	26-648	Approval of and authorization to purchase hardware and software for the City's Fortinet firewalls through Pinnacle Business Systems, pursuant to the Oklahoma State Purchasing Contract Fortinet C2502
O.	26-645	Approval of and authorization to purchase the Commvault Enterprise Solution through SHI, pursuant to the Oklahoma State Master Agreement
P.	26-688	Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to assist with clearing of a portion of Aspen Creek to restore functionality of drainage path and protect City Utilities
Q.	26-689	Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to survey an area near the intersection of Elm and Washington to assist with inhouse design of a drainage system
R.	26-690	Acceptance of the Drainage Advisory Committee's recommendation to approve expenditures of 2018 General Obligation Bond funds to expend funds for conceptual report and possible preliminary design of a drainage solution

S.	26-691	Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to expend funds for clearing of an overgrown channel
T.	26-692	Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to construct drainage improvements near 8624 S. Harp Boulevard in the Cambridge Estates Subdivision
U.	26-693	Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to obtain a feasibility study to assess the health of a channel in the Aspen Pond subdivision
V.	26-694	Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to hire a consulting engineer to design a storm sewer system north west of the Houston St and Midway Rd to help alleviate the surfacing ground water and to use any remaining funds to go towards construction
W.	26-721	Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to design mitigation plans for the outlet structure at the Boy Scout Pond near 23rd St and New Orleans St
X.	26-695	Approval of and authorization to execute Change Order #1 with Cherokee Pride Construction Inc. for the 2025 Portland Cement Concrete Street Repair Project (25.175)
Y.	26-696	Approval of and authorization to execute Change Order #1 with Crossland Heavy Contractors for the Verdigris River Water Treatment Plant Raw Water Pump Station Improvements Project (2454140)
Z.	26-697	Approval of and authorization to execute Change Order #5 with Scissor Tail Construction for the Broken Arrow Public Safety Complex Fire Department Annex Building project (191711)
AA.	26-643	Acceptance of a Temporary Construction Easement for Parcel 3.A, consisting of 8,323.81 square feet of temporary construction easement generally located southeast of the intersection of South Walnut Place and West Austin Place South in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Waterford Park II Homeowners Association for the Waterford Park Erosion Mitigation, Parcel 3.A (Project No. SW26110)

AB. 26-641 Acceptance of a Utility Easement from Eagle 1 Investments, LLC, on property located approximately one-half mile north of Washington Street (91st Street) and one-half mile west of 23rd Street (193rd E. Ave), as shown in Exhibit A, Broken Arrow, Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE-002725-2025)

AC. 26-698 Acceptance of a Utility Easement for Parcel 28.0, consisting of 5,040.10 square feet of property, and a Temporary Construction Easement for Parcel 28.1, consisting of 4,986.59 square feet of property, located at 9607 South 193rd East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from Margaret Ann Woods, and authorization of payment in the amount of $29,900.00 for the County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcels 28.0 and 28.1 (Project No. 2154250)

AD. 26-667 Ratification of the Claims List Check Register Dated May 11, 2026

6. Consideration of Items Removed from Consent Agenda

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

A. 26-560 Presentation and annual programming update by the Broken Arrow Veterans Center

B. 26-626 Public hearing, consideration, and possible action regarding COMP-002721-2026 (Comprehensive Plan Change), Creekside Commercial Center, 52.6 acres, Level 6 to Level 2 and Level 3, located at the northwest of the intersection of Houston Street (81st Street) and the Creek Turnpike (SH-364)

C. 26-722 Public hearing, consideration, and possible action of regarding PUD-002519-2025 and BAZ-002633-2026, and abrogation of PUD-307, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one-quarter mile east of Olive Avenue (129th E Avenue)

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 - NONE

10. Preview Ordinances

A. 26-625 Consideration, discussion, and possible preview of an Ordinance closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency) (EASE-002735-2026)

B. 26-671 Consideration, discussion, and possible preview of Ordinance No. 3909, an Ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002565-2025, one-tenth mile north of the northwest corner of E. Kenosha Street (71st Street) and Oneta Road (241st E. Avenue), granting CG zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

C. 26-702 Consideration, discussion, and possible preview of an Ordinance closing a detention easement on property located south of Omaha Street (51st Street), west of 37th Street (209th E Avenue), Wagoner County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency) (EASE-002631-2026)

D. 26-704 Consideration, discussion, and possible preview of an Ordinance closing a detention easement on property located south of Kenosha Street (71st Street), east of Midway Road (257th E Avenue), Wagoner County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency) (EASE-002803-2026)

11. Ordinances

A. 26-672 Consideration, discussion, and possible adoption of Ordinance No. 3910, a corrective ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-000716-2023, approximately 0.24 acres, R-3 (Residential Single-Family) to DM (Downtown Mixed-Use Core) located approximately one-third mile east of Elm Place (161st East Avenue) and just north of Houston Street (81st Street), granting DM zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

B. 26-680 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3910; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

C. 26-713 Consideration, discussion, and possible adoption of Ordinance No. 3911, an ordinance closing an easement on property located south of Jasper Street (131st Street), east of 9th Street (Lynn Lane), Broken Arrow, Tulsa County, State of Oklahoma; repealing all ordinances to the contrary; and declaring an emergency

D. 26-709 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3911; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

E. 26-717 Consideration, discussion, and possible adoption of Ordinance No. 3912, an ordinance closing an easement on property located north of Albany Street (61st Street), east of Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002540-2026)

F. 26-710 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3912; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

G. 26-708 Consideration, discussion, and possible adoption of Ordinance No. 3914, closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002733-2026)

H. 26-712 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3914; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

I. 26-718 Consideration, discussion, and possible adoption of Ordinance No. 3915 closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002734-2026)

J. 26-714 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3915; 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 for the purpose of confidential communications between the City Council, the City Manager, the City Attorney and any other pertinent staff members discussing, conferring on matters and possible action in open session pertaining to:

1. A pending litigation known as Judith Latus v. City of Broken Arrow, Wagoner County District Court, Case No. CJ-2020-115, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);

2. A pending investigation and claim, including potential resolution, of a matter involving the tort claim and breach of contract claim of Steven and Karen Holman, Tort Claim No. TRT 1720.2026, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);

In the opinion of the City Attorney, the Council is advised that the Executive Session is necessary to process the claims and litigation, and disclosure will seriously impair the ability of the public body to process the proceeding in the public interest. Moreover, that the Executive Session is necessary to protect the confidentiality of the investigation and potential litigation. After the conclusion of the confidential portion of executive session, the Council will reconvene in open meeting, and the final decision, if any, will be put to a vote.

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 #: 26-10, **Version:** 1

Broken Arrow City Council
Meeting of: 5/19/2026

Title:
Approval of the City Council Meeting Minutes of May 5, 2026

Background:
Minutes recorded for the City Council Meeting.

Cost: Approximately $104

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **May 5, 2026 Meeting City Council Minutes**

Recommendation:
Approve the minutes of May 5, 2026 City Council Meeting.

City of Broken Arrow
City Council Meeting
Minutes

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, May 5, 2026 **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 Anita Manganaro 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 Council Member Justin Green.

5. Consideration of Consent Agenda

A. 26-9 **Approval of the City Council Meeting Minutes of April 21, 2026**

B. 26-637 **Acceptance of Planning Commission meeting minutes of April 9, 2026**

C. 26-638 **Approval of and authorization to execute Budget Amendment Number 28 for Fiscal Year 2026**

D. 26-566 **Approval of and authorization to reprogram fiscal year 2026 residual capital improvement funds to fund a new fiscal year 2026 capital improvement project to purchase gym equipment**

E. 26-605 **Approval of and authorization to reprogram fiscal year 2026 residual capital improvement funds to fund a new fiscal year 2026 capital improvement project to purchase a crash data retrieval tool for the police department's Traffic Specialist Unit**

F. 26-607 **Approval of and authorization to execute a Proclamation declaring the week of May 17-23, 2026, as National Public Works Week**

G. 26-608 **Approval of and authorization to execute a Proclamation declaring May 16, 2026, as Kids to Parks Day in the City of Broken Arrow**

H. 26-604 **Approval of and authorization to execute an agreement with Archon Resources, LLC to provide contract staffing, contract-to-hire, payroll, and direct hire recruitment services**

I. 26-632 **Approval of and authorization to execute the engagement letter with Arledge & Associates to prepare and audit the FY 26 financial statements for year ending June 2026**

J. 26-606 **Approval of and authorization to execute Agreement for Professional Consultant Services with Bums & McDonnell Engineering Company, Inc. for the Valley Ridge Rosser Phase 2 Subdivision Residential Streets Concrete Panel Replacement (Project Number ST25110)**

K. 26-592 **Approval of and authorization to execute an agreement with Citrine LLC (Citrine) for lockout/tagout (LOTO) procedures for city buildings, or take other necessary action**

L. 26-564 **Approval of and authorization to execute a professional services renewal contract with First Responder Support Services, LLC to provide behavioral health services (counseling, training, and consultation) to all employees of the Broken Arrow Police Department**

M. 26-634 **Approval of and authorization to execute an agreement with Hunt Professional Recruiting LLC for professional staffing needs**

N. 26-614 **Approval of and authorization to execute Professional Consultant Agreement Amendment 1 with Professional Engineering Consultants, P.A (PEC) for the construction documents of the Field Service Locker Room Renovation (2617120)**

0. 26-597 **Approval of and authorization to execute Agreement for Professional Consultant Services with R.L. Shears Company, P.C. for providing construction phase services on the Broken Arrow Bicycle and Pedestrian Improvements Project (Project No. ST22300)**

P. 26-599 **Approval of and authorization to execute Agreement for Professional Consultant Services with R.L. Shears Company, P.C. for providing construction phase services on the Broken Arrow Creek Trail Phase II Project (Project No. 196032)**

Q. 26-610 **Approval of and authorization to execute an agreement with System One Holdings, LLC (System One), for professional staffing needs**

R. 26-596 **Approval of and authorization to execute Agreement for Professional Consultant Services with WSB LLC, for the Woodstock Subdivision Residential Streets Concrete Panel Replacement (Project Number ST25090)**

S. 26-628 **Approval of and authorization to award the lowest responsible bid 26.146 Kiln Room at Arts 302 to Calema LLC, DBA KMS**

T. 26-540 **Approval of and authorization to purchase LPR Cameras for the police department from Orion Security Solutions, pursuant to Oklahoma Statewide Security Equipment Contract# SW1048M**

U. 26-609 **Approval of and authorization to execute a purchase of the I -year agreement for Zscaler Internet Access (ZIA/ZPA) for deploying Web filtering from Presidio Network Systems, pursuant to the Oklahoma Statewide Contract SW1014**

V. 26-615 **Approval of and authorization to execute Change Order #1 with Wyatt Contracting. Inc (SW1910)**

W. 26-616 **Acceptance of and authorization to execute the Change Order #3 with Paragon Contractors, LLC for the Jasper St & Aspen Intersection Improvements (ST2031)**

X. 26-584 **Notification of a clerical error in the amount of $510.00 and making total payment in the amount of $49,240.00 to David M. Warne and Sharon Warne for the acquisition of Utility Easements for parcels 23.0, 23.1, 23.2, 24.0, and 24.1 for Project No. 2154250, per the accepted offer**

Y. 26-581 **Approval of and authorization to execute Resolution No. 1745, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 9.0, consisting of 7,651 square feet of permanent Right-of-Way located at 4725 South 209th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Lo Vangseng and Nao Vang, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 9.0 (Project No. ST21390)**

Z. 26-629 **Acceptance of a Drainage Easement for Parcel 3. A, consisting of 516.00 square feet of drainage easement, generally located one-quarter mile west of the intersection of East College Street and South 23rd Street, on the north side of East College Street, in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 12, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from East Kenosha Development, LLC, for the College Street Improvements, Parcel 3.A (Project No. ST26020)**

AA. 26-580 **Acceptance of a Temporary Construction Easement for Parcels 1. A and 4. A, consisting of 3,410 square feet and 21,119 square feet, respectively, of temporary construction easement generally located near the intersection of West Austin Place and South Walnut Place in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Waterford Park Homeowners Association for the Waterford Park Erosion Mitigation, Parcels 1. A and 4.A (Project No. SW26110)**

AB. 26-613 **Acceptance of a Utility Easement for Parcel 12.0 and a Temporary Construction Easement for Parcel 12.1, consisting of 0.227 Acres of permanent utility easement and 0.109 Acres of temporary construction easement, respectively, on property located at 710 East New Orleans Street in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Jose D. Carillo and Marisol Rodriguez, and authorization of payment in the amount of $22,420.00 for the New Orleans & 9th Street Sanitary Sewer Line, Parcel 12.0 and 12.1 (Project No. S.26040)**

AC. 26-617 **Approval of and authorization of Final Acceptance for the public improvements at Brook Chase III, located at 1708 East Vandalia Street**

AD. 26-619 **Approval of and authorization of Final Acceptance for the public improvements at Creaks located at 2500 East Hillside Drive (Spencer Concrete & Excavation, LLC)**

AE. 26-620 **Approval of and authorization of Final Acceptance for the public improvements at Creaks located at 2500 East Hillside Drive (Thompson Construction Inc.)**

AF. 26-618 **Approval of and authorization of Final Acceptance for the public improvements at Ironwood located at 3427 North Ironwood Avenue**

AG. 26-588 **Ratification of the Claims List Check Register Dated April 27, 2026**

MOTION: A motion was made by Justin Green, seconded by David Pickel
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. 26-538 **Presentation, discussion, and possible acceptance of the 2025-2026 Broken Arrow Youth City Council's Big Idea**

Lori Hill, Community Relations Manager, presented Item 26-538 and introduced Lizzie Grounds and Kaylee Morris.

Lizzie Grounds and Kaylee Morris, representing the Broken Arrow Youth City Council, presented their annual "Big Idea" project focused on improving volunteer access in the community. The proposal would add a section to the BA.gov website where local organizations could post volunteer opportunities and service hour information in one centralized location, making it easier for students and residents to find opportunities. The council contacted several local organizations, including Iron Gate, Keep Broken Arrow Beautiful, Habitat for Humanity, and DVIS, all of which responded positively to the idea. The proposed system would function similarly to SignUpGenius, allowing volunteers to sign up online and receive reminders by email or text to reduce no-shows. The students emphasized the importance of community service and thanked the Youth City Council members, Lori Hill, and Mike Godfrey for their support and contributions to the project.

Council members and city officials responded positively to the Broken Arrow Youth City Council's volunteer website proposal, praising the students' creativity, leadership, and community involvement. Several council members noted that residents frequently ask about volunteer opportunities and agreed that a centralized online platform would make it easier for people, especially students seeking service hours, to connect with local nonprofits and community organizations. The discussion highlighted the importance of encouraging volunteerism within Broken Arrow and reducing missed commitments through digital reminders and scheduling tools. City leadership also emphasized that the "Big Idea" project is entirely student-driven, with Youth City Council members independently collaborating on and developing the proposal throughout the year. Officials commended the students for their initiative, leadership, and dedication to improving community engagement.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green
Move to Approve Item 26-538 acceptance of the 2025-2026 Broken Arrow Youth City Council's Big Idea
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

B. 26-539 Presentation, discussion, and recognition of the Youth City Council graduating seniors for school year 2025-2026

Lori Hill, Community Relations Manager, presented Item 26-539 and recognized the graduating seniors of the Broken Arrow Youth City Council, praising their dedication, leadership, and service to the community over the past three years. She highlighted how the students learned about local government, participated in service projects, and represented both the city and their schools with curiosity and a commitment to making a difference. She also noted that the seniors contributed ideas to strengthen the Youth City Council program for future participants. Ms. Hill expressed pride in their accomplishments and encouraged them to continue using their voices and leadership skills as they move on to college, careers, and other opportunities. She then recognized seniors who were unable to attend, including Isaac Fowble, Savannah Henry, Stephanie Hill, and Autumn McKittrick, before introducing Kaylee, Ira, Everett, and Hector to receive certificates of completion. Ms. Hill shared that each student's original application essay was included with their certificate as a reminder of the goals and vision they brought to the program. She concluded by thanking the students for their service, recognizing Vice Mayor Parks and Councilor Green for participating in the presentation, and acknowledging incoming Youth City Council Mayor Graham Bowser in attendance.

C. 26-556 Presentation and annual programming update by the Museum Broken Arrow

Lori Hill, Community Relations Manager, presented Item 26-556 and introduced Mikel Yantz, with the Museum of Broken Arrow.

Mikel Yantz, executive director of Museum Broken Arrow, reflected on what he described as an outstanding year for the museum in 2025 and thanked the City Council and community for their continued support. He explained that the museum recently refined its mission and vision and developed a new strategic plan extending through 2030 in partnership with the Nonprofit Center of Oklahoma. The plan focuses on goals related to attendance, exhibits, education, and collections, and Yance noted that the museum is already meeting some of those benchmarks in the first quarter of 2026.

Mr. Yantz reported that more than 10,000 visitors came through the museum in 2025, while the organization also surpassed one million views across its social media platforms. He highlighted growing international interest in Broken Arrow's history, noting that the museum had already welcomed triple the number of international visitors in the first quarter of 2026 compared to all of 2025. The museum continues to rotate monthly exhibits in its temporary gallery, often featuring artwork from Muscogee Nation citizens, Broken Arrow residents, or

historical displays. Partnerships with local organizations, including the Senior Activity Center and Native American artist groups, are also expanding programming in 2026.

He also discussed the museum's expanding educational outreach, explaining that educational programs tripled in 2025 and continue to grow this year. Programs now include family movie nights and homeschool days, with one recent homeschool event drawing more than 120 participants despite weather-related rescheduling. Mr. Yantz emphasized the museum's commitment to supporting local businesses and artists through its gift shop, which features more than 16 Broken Arrow vendors. He further noted that grants from the Rotary Club of Broken Arrow and several local Walmart stores helped fund updates to permanent exhibits, including displays related to Rooster Days, Broken Arrow history, and local figures such as Christian Chenoweth and Ralph Blaine.

Fundraising efforts have also been successful, with museum murder mystery events selling out for two consecutive years. Mr. Yantz promoted the upcoming 90th annual Pioneer Dinner during Rooster Days, featuring fried chicken competitions, pie auctions, and community participation. He also thanked Broken Arrow voters for approving Proposition 4, which includes museum expansion plans, and expressed excitement about working with the city and residents on future development ideas. He concluded humorously by announcing that a missing egg tied to a museum activity was hidden somewhere in Broken Arrow and encouraged residents to search for clues on the museum's website.

D. 26-557 Presentation and annual programming update by the Broken Arrow Genealogy Society

Jae Jaeger, president of the Broken Arrow Genealogical Society, presented Item 26-557 and introduced the annual programming update regarding the Genealogy Society.

The Genealogy Center congratulated the City Council on the successful bond issue and expressed optimism about the benefits it could bring to the community and the Genealogy Center. She highlighted the organization's busy and productive year, noting that the museum's growing success has also helped expand the Genealogy Center's outreach efforts. She discussed a recent homeschool day event, explaining that many families who visited the museum also spent time at the library, where they explored one of the area's largest Civil War collections and interacted with a Civil War reenactor who demonstrated period artifacts and equipment, including a Union soldier's rifle and gear. The experience gave children a new appreciation for the physical demands faced by soldiers of that era.

She also emphasized the Genealogy Center's ongoing outreach throughout the community, explaining that staff and volunteers regularly present programs to heritage societies and other organizations. Much of their work extends beyond normal library hours, with extensive time devoted to research requests from visitors. She noted that while patrons may initially come in with questions, the staff often continues researching long afterward, estimating that research efforts added roughly 166 hours beyond standard library operations during the year.

Several examples of notable research projects were shared, including a request from a doctoral student in Vermont seeking information on a Creek Freedmen family, which she described as an especially exciting opportunity for deeper historical research. She also discussed the recent donation of extensive genealogy materials from the family of Dan McKinnon, who had been heavily involved with both genealogy and museum organizations in Broken Arrow. The Center is now reorganizing its collections to make room for the donated materials while continuing to modernize and digitize resources.

She concluded by inviting the public to visit the Genealogy Center and attend its upcoming quarterly meeting, which will focus on Thomas Gilcrease and the artists he supported through the Gilcrease Museum collection, particularly Native American artists whose work became nationally significant through his contributions.

E. 26-558 Presentation and annual programming update by ArtsOK for Arts@302

Lori Hill, Community Relations Manager, presented Item 26-558 and introduced Ms. Jennifer Deal.

Jennifer Deal of ArtsOK for Arts@302 reflected on the organization's growth over the past four years, expressing gratitude to the City of Broken Arrow for its ongoing support since the Center first opened shortly after spring break four years earlier. She recalled starting programming before the building was even fully furnished and said the organization has continued to grow steadily since then. Ms. Deal estimated that approximately 6,000 visitors came through the facility over the last year, emphasizing that most visitors become actively engaged with the Center rather than simply stopping by once. She noted that the organization's mission is centered on the belief that art is for everyone. She said the building is now in constant use throughout the day and evening with programs and activities for the community.

Ms. Deal highlighted several successful programs and events, including the annual 5x5 fundraiser, which invites local artists to create artwork on donated five-by-five canvases. She explained that more than 200 canvases were submitted last year and that the event raised over $10,000 through artwork sales and matching donations, with all proceeds going toward scholarships. She encouraged community members and councilors to participate in future projects and promoted the upcoming August 13 opening for the next 5x5 exhibit. She also discussed the Center's monthly Second Saturday art activities, where families and community members work directly with local artists on hands-on art projects. A newer event, the Imagination Spectacular, was launched in January as a ticketed kickoff event where attendees created art throughout the entire building, with many participants staying for the full four-hour program.

She also outlined several new initiatives underway, including grant-funded expansions involving filmmaking equipment and sewing machines that will allow the organization to broaden its programming. Ms. Deal discussed a recent mental health-themed art exhibit created in partnership with a local organization. She said Arts@302 hopes to continue building collaborations that connect the arts with broader community issues and career development opportunities. She emphasized the importance of showing young people that the arts can become not only a hobby but also a viable career path. Ms. Deal concluded by thanking the city and voters for including the arts center in the successful bond package. She expressed both excitement and anticipation about the organization's continued growth in the coming years, inviting council members to return for another tour as the facility continues evolving.

F. 26-642 **Public hearing, consideration, and possible action regarding PUD-002519-2025 and BAZ-002633-2026, and abrogation of PUD-307, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one-quarter mile east of Olive Avenue (129th Avenue)**

Rocky Henkel, Director of Community Development, presented Item 26-642, PUD 2519-2025 and BAZ 2633-2026, requests related to a proposed single-family residential development on approximately 90 acres located north of Tucson Street and east of Olive Avenue. He explained that the property is currently undeveloped and was previously part of PUD 307, a master development plan that included multifamily and commercial uses. A later amendment, PUD 307A, relocated the multifamily component to the existing Trails at Aspen Creek development. The current request includes abrogating the remaining portion of PUD 307 on this site and rezoning the property from CH Commercial Heavy to RSC Single-Family Residential Compact, which aligns with the area's Level Two Urban Residential comprehensive plan designation approved in 2024.

Mr. Henkel outlined the proposed development standards, which would allow up to 350 residential lots. Of those, 225 lots would have a minimum width of 52 feet, while the remaining 125 lots would be at least 60 feet wide. All lots would have a minimum size of 6,000 square feet. Proposed setbacks include 20 feet at the rear, 5 feet on the sides, and 25 feet at the front. He explained that because a substantial land area must be dedicated for future Tucson Street right-of-way improvements and a future Creek Turnpike frontage road, staff and the applicant negotiated a reduced open space requirement. While RSC zoning typically requires 15% open space, the compromise would require 8% open space because a portion of the development would contain larger RS-style lots, which normally have no open space requirement.

Mr. Henkel also discussed prior conversations regarding traffic and infrastructure impacts along Tucson Street. He noted that voters approved Proposition 1 of the 2026 Broken Arrow General Obligation Bond package, which includes funding for widening and reconstruction improvements on Tucson Street between Olive and Aspen. He summarized the project's review history, explaining that the Planning Commission initially heard the request in February 2026, when concerns were raised about drainage, frontage road dedication requirements, existing billboards along the Creek Turnpike, and the desire for a greater variety of lot sizes. The item was tabled at that time to allow revisions to the PUD document and conceptual layout.

The revised plan now includes an 80-foot frontage road dedication and a reserve area for the existing billboards. Mr. Henkel stated that the revised proposal returned to the Planning Commission on April 23, 2026, where it received a unanimous 5-0 recommendation for approval. He added that no one spoke either in favor of or against the proposal during that meeting. However, the city did receive a late email from a resident expressing concerns about traffic access, public safety, and school capacity. The resident also requested that the item be tabled again so they could participate in the discussion at a future meeting.

It was requested that the item be tabled until May 19 so residents who were previously informed that the matter would be heard on that date would have an opportunity to attend and voice their concerns. It was also stated that postponing the item would allow affected residents time to make accommodations to participate in the meeting and ensure their concerns are properly represented before any decision is made.

Steve Haguewood, a resident of the Riverstone neighborhood located across from the proposed housing development, expressed concerns about moving forward with the project before surrounding infrastructure improvements are completed. He explained that he and his wife have lived in the area for about five years and have observed increasing traffic congestion along Tucson Street, particularly at the four-way stop intersection. He noted that both Tucson Street and Olive Avenue are narrow two-lane roads without shoulders and already experience significant traffic backups during peak travel times.

Mr. Haguewood acknowledged his support for the recently approved bond issue and agreed that roadway improvements and widening projects are necessary for the growing area. However, he cautioned that the infrastructure projects will take time to complete and will likely lag behind the pace of residential construction. He stated that nearby developments have been built very quickly in recent years. He argued that the proposed 350-home subdivision could add an estimated 400 to 500 additional vehicles onto roads that are already strained. He described the situation as "putting the cart before the horse," arguing that the infrastructure needed to support the development is not yet in place.

He also raised concerns about public safety, particularly the potential difficulty emergency vehicles could face navigating heavily congested roads during peak traffic periods. Haguewood added that additional commercial development west of the site, including new retail growth near Home Depot and Hobby Lobby, is expected to increase traffic in the area further. While he stated that he was not opposed to the housing project itself, he urged the council not to move forward with the development until roadway and infrastructure improvements are completed.

Ken Sandoval, a resident of Riverstone Estates for approximately five years, echoed many of the concerns previously raised regarding the proposed housing development. He stated that traffic congestion and school overcrowding were among his primary concerns and emphasized the need for additional time to research the proposal and fully prepare comments. Mr. Sandoval explained that residents had expected the matter to be heard on May 19 and were surprised to learn it would instead be discussed that evening, which limited their ability to participate.

He also expressed concern that even with the planned widening of Tucson Street between Olive and Aspen, traffic issues would likely persist because portions of the roadway beyond that area would remain narrow. Mr. Sandoval stated that congestion and backups would continue unless broader infrastructure concerns were addressed, and he urged the council to carefully consider those issues before moving forward with the development.

Allen Betchen of AAB Engineering stated that the applicant had no objection to tabling the item and emphasized that the development team was not attempting to avoid public input or rush the process. He explained that the project has undergone extensive review and multiple revisions over a significant period of time. Betchen noted that concerns about Tucson Street and the surrounding infrastructure had been considered from the beginning, even before voters approved the bond package for roadway improvements.

He explained that the original PUD submission included language making approval of the roadway funding and completion of the Tucson Street improvements a requirement before any final plat for the development could proceed. According to Mr. Betchen, the project already contains built-in contingencies specifically tied to the road infrastructure. He described the current proposal as a compromise project that evolved through numerous discussions with staff and the Planning Commission in an effort to create a development that the area could reasonably support.

In response to questions about density, Mr. Betchen stated that the current proposal includes 350 homes, which is approximately 80 to 90 fewer homes than the original submittal and about 75 fewer than an earlier revised version. He said the reductions were achieved through lower overall density and by creating a mixed-product subdivision with both 52-foot and 60-foot lot widths rather than a uniform design. He also explained that the development team conducted more detailed alignment and collector street planning than is typically required for a PUD in order to address traffic and roadway concerns. Mr. Betchen added that the frontage road dedication has already been incorporated into the development plan. He said he believed the project was ultimately one the council could support after further public discussion.

MOTION: A motion was made by David Pickel, seconded by Lisa Ford
Move to Table Item 26-642 Public hearing, consideration, and possible action regarding PUD-002519-2025 and BAZ-002633-2026, and abrogation of PUD-307, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one-quarter mile east of Olive Avenue (129th Avenue) until May 19, 2026
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

G. 26-603 Approval of and authorization to execute a Proclamation declaring the week of May 3rd-9th, 2026, as Professional Municipal Clerks Week

Mayor Debra Wimpee presented Item 26-603, a proclamation recognizing May 3 through May 9, 2026, as Professional Municipal Clerks Week in the City of Broken Arrow. In reading the proclamation, she highlighted the longstanding and essential role of professional municipal clerks in local government, describing the office as one of the oldest among public service professions. She noted that municipal clerks serve as a critical connection between citizens, governing bodies, and other levels of government while maintaining neutrality and impartiality in providing equal service to all members of the community.

The proclamation also recognized the role municipal clerks play as information centers for local government operations. It acknowledged their continued commitment to professional development through educational programs, seminars, workshops, and participation in state, county, and international professional organizations. Mayor Wimpee stated that it was appropriate to recognize the accomplishments and contributions of the Office of the Professional Municipal Clerk and concluded by officially proclaiming May 3–9, 2026, as Professional Municipal Clerks Week before congratulating the city clerk and staff.

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)

Mr. Michael Coon addressed the council about beginning a new effort focused on assisting veterans struggling with PTSD, substance abuse, and related challenges. Although he believed he had retired, he explained that he had returned to work through Patriot Rehab Services to help both tribal and non-tribal veterans find treatment facilities and support services. He said he wanted to bring the initiative before the City of Broken Arrow because of the community's strong support for veterans and described it as an honor to present the proposal to the council.

Mr. Coon then introduced two guests from Walker, Louisiana, and New Iberia, Louisiana, who were involved with the effort. He identified one as retired Colonel Joey Strickland, who served 30 years in the military, and the other as Jimmie Morgan. He invited them to speak further about the veterans' rehabilitation and support program they hope to establish and bring forward in partnership with the community.

Retired Army Colonel Joey Strickland introduced himself as a 30-year military veteran and the father of soldiers who served in Iraq and Afghanistan, noting that his daughters currently serve in the Louisiana National Guard. After retiring from military service, he served as Secretary of Veterans Affairs for both the states of Louisiana and Arizona, spending more than two decades working with veterans following his military career.

Col. Strickland explained that after retiring from state service, he became involved with Patriot Rehab, a rehabilitation facility located in New Iberia, Louisiana. He described the facility as a 28,000-square-foot, state-of-the-art rehabilitation center with 24 private rooms, medical staff, therapists, and treatment resources that work closely with federal VA offices in New Orleans and Alexandria to serve Louisiana veterans. He said the organization is now preparing to expand its services and identified Broken Arrow as a promising location because of its strong support for veterans and his own personal ties to Oklahoma through family members who served in the military and are buried in the state.

Col. Strickland stated that representatives from Patriot Rehab had visited Broken Arrow several times and were particularly impressed by the city's veterans-focused amenities, including the military museum and Veterans Park. He emphasized that the organization was not seeking financial assistance from the city but rather opportunities to partner with existing social service organizations in order to begin providing care and support for veterans and their families in the area. He then introduced his senior partner, Jimmie Morgan, to discuss the healthcare and treatment side of the proposed program.

Jimmie Morgan thanked the council for the opportunity to speak and explained that he has worked in addiction and behavioral health treatment for approximately 40 years. Although he is not a veteran himself, he shared that he is the son of a disabled World War II veteran and comes from a family with a long history of military service, including relatives who attended the United States Naval Academy and served in the armed forces. He said his passion for helping veterans led him to help establish the first residential addiction and behavioral health treatment center exclusively for veterans in the state of Louisiana.

Mr. Morgan explained that the program is designed specifically for veterans because he believes veterans respond more successfully when treated alongside fellow veterans rather than within the general population. He praised the City of Broken Arrow for its visible commitment to supporting veterans. He said that type of community environment makes the area an ideal location for expanding the program.

He also discussed his previous experience operating one of only two treatment facilities in the nation focused on Native American populations in New Mexico. That program incorporated Native American traditions, spirituality, and ceremonies alongside modern behavioral health treatment, which he described as highly successful. Mr. Morgan said the organization hopes to bring a similar culturally sensitive approach to Oklahoma in order to support both Native American and non-Native American veterans.

Mr. Morgan stated that the organization is searching for an existing healthcare facility, either currently operating or vacant, that could be adapted for the program so services could begin quickly through a partnership arrangement. He explained that the facility would be funded through the U.S. Department of Veterans Affairs as an approved VACCN provider, meaning reimbursement for treatment would come through the VA rather than Indian Health Services or Medicaid programs. He outlined the treatment structure, which includes approximately 45 days of residential care followed by outpatient services and transition into long-term community support programs. Mr. Morgan concluded by emphasizing the organization's experience and transparency and invited council members to ask questions about the proposal.

9. General Council Business

A. 26-630 **Approval of and authorization to execute an Agreed Judgment in Board of County Commissioners of Wagoner County, Oklahoma v. Phuong Tran and Nhung Le Revocable Trust dated November 22, 2021, et al., Wagoner County District Court Case No. CV-26-26, preserving the City's drainage easement rights**

Trevor Dennis, City Attorney, presented Item 26-630 and informed the council that Wagoner County had exercised eminent domain on property located near South 273rd East Avenue and that the City of Broken Arrow had been named as a defendant in the case because the city holds a drainage easement on the affected property. Mr. Dennis explained that the parties had reached a settlement and prepared an agreed journal entry of judgment to resolve the condemnation matter.

He stated that the agreement specifically preserves and recognizes the city's drainage easement, ensuring that the condemnation action will not impact the easement rights. Mr. Dennis said the city was requesting authorization to enter into the agreed journal entry of judgment so the condemnation case could be formally concluded, and he offered to answer any questions from the council regarding the settlement.

MOTION: A motion was made by Justin Green, seconded by David Pickel
Move to Approve Item 26-630 authorization to execute an Agreed Judgment in Board of County Commissioners of Wagoner County, Oklahoma v. Phuong Tran and Nhung Le Revocable Trust dated November 22, 2021, et al., Wagoner County District Court Case No. CV-26-26, preserving the City's drainage easement rights
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

B. 26-635 **Consideration, discussion, and possible approval of Resolution 1747, a Resolution of the City of Broken A1Tow, Oklahoma (the "City") approving action taken by the Broken Arrow Municipal Authority (the "Authority") authorizing issuance, sale and delivery of the Authority's Series 2026, A Promissory Note to Oklahoma Water Resources Board; ratifying and confirming a Lease Agreement; ratifying and confirming a Sales Tax Agreement; and containing other provisions related thereto**

Cindy Arnold, Director of Finance, presented Item 26-635 and requested that it be tabled until it goes through Authority.

MOTION: A motion was made by David Pickel, seconded by Justin Green
Move to Approve Item 26-635 Consideration, discussion, and possible approval of Resolution 1747, a Resolution of the City of Broken A1Tow, Oklahoma (the "City") approving action taken by the Broken Arrow Municipal Authority (the "Authority") authorizing issuance, sale and delivery of the Authority's Series 2026, A Promissory Note to Oklahoma Water Resources Board; ratifying and confirming a Lease Agreement; ratifying and confirming a Sales Tax Agreement; and containing other provisions related thereto, until Authority
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

10. Preview Ordinances

A. 26-612 **Consideration, discussion, and possible preview of an Ordinance closing an easement on property located south of Jasper Street (131st Street), east of 9th Street (Lynn Lane), Broken Arrow, Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002314-2025)**

Rocky Henkel, Director of Community Development, presented Item 26-612, a request involving property located south of Jasper Street and east of 9th Street. Staff recommended that the council preview the ordinance and set it for formal adoption at a future meeting.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve Item 26-612 preview of an Ordinance closing an easement on property located south of Jasper Street (131st Street), east of 9th Street (Lynn Lane), Broken Arrow, Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002314-2025)
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

B. 26-621 **Consideration, discussion, and possible preview of an Ordinance closing an easement on property located north of Albany Street (61st Street), east of Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002540-2025)**

Rocky Henkel, Director of Community Development, presented Item 26-621. This is located north of Albany Street and east of Aspen Avenue. He recommended to preview the ordinance and set it for adoption.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to Approve Item 26-621 preview of an Ordinance closing an easement on property located north of Albany Street (61st Street), east of Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002540-2025)
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

C. 26-622 **Consideration, discussion, and possible preview of an Ordinance closing an easement on property located south of Omaha Street (51st Street), west of 37th Street (209th E Avenue), Wagoner County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002728-2026)**

Rocky Henkel, Director of Community Development, presented Item 26-622. This is located south of Omaha Street and west of 209th East Avenue. He recommended to preview the ordinance and set it for adoption.

MOTION: A motion was made by Justin Green, seconded by David Pickel
Move to Approve Item 26-622 preview of an Ordinance closing an easement on property located south of Omaha Street (51st Street), west of 37th Street (209th E Avenue), Wagoner County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002728-2026)
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

D. 26-623 **Consideration, discussion, and possible preview of an Ordinance closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002733-2026)**

Rocky Henkel, Director of Community Development, presented Item 26-623. This is located north of Houston Street and east of 9th Street. He recommended to preview the ordinance and set it for adoption.

MOTION: A motion was made by David Pickel, seconded by Justin Green
Move to Approve Item 26-623 preview of an Ordinance closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002733-2026)
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

E. 26-624 **Consideration, discussion, and possible preview of an Ordinance closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency) (EASE-002734-2026)**

Rocky Henkel, Director of Community Development, presented Item 26-624. This is also located north of Houston Street and east of 9th Street. He recommended to preview the ordinance and set it for adoption.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford

Move to Approve Item 26-624 preview of an Ordinance closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency) (EASE-002734-2026)

The motion carried by the following vote:

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

11. Ordinances - NONE

12. Remarks and Inquiries by Governing Body Members

During council remarks and inquiries, members highlighted several upcoming community events in Broken Arrow. One council member announced that the National Day of Prayer event would take place on Thursday from 6 to 7 p.m. at the farmers market and encouraged the public to attend. The upcoming Rooster Days activities were also discussed, including the Rooster Days Rodeo scheduled for Friday and Saturday, followed by the main Rooster Days festival the following weekend. Additional upcoming events included a Bigfoot-themed run on May 16 and the Gold Star Families Memorial Honor Ride, during which motorcycles would travel down Main Street and gather near the community pool and Veterans Center for a ceremony honoring Gold Star families.

Council members also mentioned the Exceptional Rodeo event. They reflected on the recent success of Fiesta de Mayo and Camp Bandage, both of which drew strong attendance and positive feedback from residents and visitors alike. Members commented that events attracting people from outside the community reflect positively on Broken Arrow and contribute to the city's reputation.

The discussion also returned humorously to the museum's missing "Rooster Days egg" promotion. Council members joked about the terminology of a "rooster egg," noting that organizers ultimately changed the name to avoid the awkward phrasing. They explained that clues to the hidden egg's location are released daily through the museum. The conversation concluded with comments about the upcoming Pioneer Dinner fried chicken competition during Rooster Days, where local restaurants compete for the "King Cluck" title. One council member noted that Roy's from Coweta won the competition the previous year and joked that Broken Arrow's many chicken restaurants needed to step up their game this year.

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

City Manager Michael Spurgeon began by thanking the council subcommittee and staff involved with the Youth City Council program, specifically recognizing Lori Hill and praising the graduating students for their leadership and future potential. He remarked that many former participants have gone on to become successful contributors in their professions and communities and stated that cities across the country widely admire Broken Arrow's Youth City Council program through organizations such as the National League of Cities.

City Manager Spurgeon then shifted to discussing a recent press release concerning a consultant representing a potential data center project that had expressed interest in a pre-development meeting with the city. He emphasized that neither the city nor the Broken Arrow Chamber and Economic Development Corporation currently knows the identity of the company involved and clarified that no formal pre-development meeting has yet been requested. However, he explained that city staff is proactively preparing in anticipation that such a request may occur by identifying questions, concerns, and due diligence items that would need to be addressed if the project moves forward.

He explained that pre-development meetings are a normal part of Broken Arrow's development process and are regularly used by developers and consultants to understand local zoning and land use requirements before submitting formal applications. City Manager Spurgeon said the city wants to ensure that any consultant or developer understands Broken Arrow's expectations and codes, which may differ from those in other states or communities. He also noted that city staff have already begun communicating with utility providers and reviewing infrastructure-related questions that may arise should a proposal advance further.

Addressing public concerns surrounding data centers in other communities, City Manager Spurgeon stressed the city's commitment to transparency. He announced plans to issue regular updates approximately every three weeks, outlining what the city knows, what remains unknown, and what due diligence efforts are underway so residents remain informed throughout the process. He added that future public meetings may also be necessary to address concerns from nearby residents, particularly regarding the potential proximity of any future development to residential areas. City Manager Spurgeon emphasized that no nondisclosure

agreements are being signed and stated that any proposal would ultimately require council approval because the project would not be permitted "by right" under existing zoning. He concluded by inviting council members to share suggestions and reiterated the importance of maintaining openness with the public as the city evaluates the possibility of a future proposal.

Council members continued discussing the possibility of a future data center project and emphasized that no decisions have been made because the city does not yet have enough information. One council member stressed that listening to residents' concerns is an important part of the council's responsibility and assured the public that those concerns would be carefully considered throughout the process.

Council members thanked city staff for being proactive and noted that residents responding to the recently released press statement had generally been respectful while expressing concerns about the potential project. It was explained that while many residents initially opposed the idea, they were encouraged to explain their reasoning so city officials would better understand what questions needed to be asked moving forward. Council members added that the public feedback and dialogue had been constructive and appreciated the community's willingness to participate patiently as the process develops.

Additional comments focused on the need to rely on factual information and careful analysis before making any decisions. It was stated that the city intends to thoroughly review issues such as water consumption, electrical demand, infrastructure impacts, and utility costs associated with data centers, noting that many conflicting claims and reports are circulating publicly. It was further emphasized that the council shares residents' concerns about potential impacts, including utility costs, and intends to closely examine all available data if a proposal formally moves forward.

City Manager Michael Spurgeon concluded the discussion by informing the council about proposed Oklahoma House Bill 2990, legislation related to data centers that he believed had received final approval from both the Oklahoma House and Senate earlier that day. He stated that City Attorney Trevor Dennis would review the legislation and provide council members with a summary. According to City Manager Spurgeon, the bill would require developers to pay for certain infrastructure improvements and comply with notification requirements related to data center projects. He explained that the legislation, if signed into law by the governor, could significantly affect the city's review process and establish additional obligations for any future developer. City Manager Spurgeon emphasized the importance of ensuring that any developer would be held accountable for complying with those requirements should the law take effect.

At approximately 7:41 p.m. Mayor Wimpee noted there was an Executive Session and called for a recess for BAMA and BAEDA.

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks
Move for a recess for BAMA and BAEDA
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

At approximately 8:15 p.m., the room was cleared for Executive Session.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to clear the room for Executive Session
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

At approximately 8:15 p.m. City Council entered into Executive Session.

14. Executive Session

Executive Session for the purpose of confidential communications between the City Council, the City Manager, the City Attorney, and any other pertinent staff members discussing, conferring on matters, and possible action in open session pertaining to:

1. **A pending investigation and claim, including potential resolution, of a matter involving the tort claim and breach of contract claim of Steven and Karen Holman, Tort Claim No. TRT 1720.2026, and taking appropriate action in open session, if any, under 25O.S. §307(B)(4);**

In the opinion of the City Attorney, the Council is advised that the Executive Session is necessary to process the claims and litigation, and disclosure will seriously impair the ability of the public body to process the proceeding in the public interest. Moreover, that the Executive Session is necessary to protect the confidentiality of the investigation and potential litigation. After the conclusion of the confidential portion of executive session,

the Council will reconvene in open meeting, and the final decision, if any, will be put to a vote.

City Council returned to open session at approximately 8:25 p.m.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to find the Executive Session necessary to discuss ongoing litigation
The motion carried by the following vote:

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

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to Authorize the City Attorney to settle the matter of Holman in the amount recommended by the City Attorney
The motion carried by the following vote:

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

15. Adjournment

The meeting was adjourned at 8:26 p.m.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
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 #: 26-705, **Version:** 1

Broken Arrow City Council
Meeting of: 5-19-2026

Title:
Approval of and authorization to execute Budget Amendment Number 31 for Fiscal Year 2026

Background:
The Municipal Budget Act adopted by the City Council allows the City or Authorities to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action.

Budget Amendment Number 31 allocates a portion of Fund Balance for project S.26040.

Cost: $600,000

Funding Source: Fund 351 PSO .5% Franchise Fee - Infrastructure, Fund Balance

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #31 for Fiscal Year 2026

Recommendation:
Approval of and authorization to execute Budget Amendment Number 31 for Fiscal Year 2026.

Fund 351 - PSO 1% Franchise Fee - Infrastructure
Budget Amendment #31
Fiscal Year 2026
5/19/2026

Estimated Revenue, Fund Balance or Transfers in

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
351-353050		FUND BALANCE	$ 1,613,731	$ (600,000)	$ 1,013,731
			$ 1,613,731	**$ (600,000)**	**$ 1,013,731**

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
3511700-570150	S.26040	SEWER LINE - NW CORNER OF NEW ORLEANS & 9TH ST	$ -	$ 600,000	$ 600,000
			$ -	**$ 600,000**	**$ 600,000**

Explanation

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment Number 31 allocates a portion of Fund Balance for project S.26040.

Approved by City Council
Tuesday, May 19, 2026

Attest by Clerk

Mayor, Debra Wimpee

Curtis Green

City of Broken Arrow

Request for Action

File #: 26-706, **Version:** 1

Broken Arrow City Council
Meeting of: 5-19-2026

Title:
Approval of and authorization to execute Budget Amendment Number 32 for Fiscal Year 2026

Background:
The Municipal Budget Act adopted by the City Council allows the City or Authorities to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action.

Budget Amendment Number 32 authorizes the transfer of the residual funds to the Debt Service fund to be used for general obligation debt service.

Cost: $311.61

Funding Source: N/A

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #32 for Fiscal Year 2026

Recommendation:
Approval of and authorization to execute Budget Amendment Number 32 for Fiscal Year 2026.

Fund 555 - 1994 Bond Issue
Budget Amendment #32
Fiscal Year 2026
5/19/2026

Estimated Revenue, Fund Balance or Transfers in

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
			$ -		$ -
			$ -	**$ -**	**$ -**

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
5559000-590770		TRANSFER TO DEBT SERVICE FUND	$ -	$ 311.61	$ 311.61
5551700-570170		MISCELLANEOUS CAPITAL OUTLAY	$ 322.00	$ (311.61)	$ 10.39
			$ 322.00	**$ -**	**$ 322.00**

Explanation

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment Number 32 authorizes the transfer of the residual funds to the Debt Service fund to be used for general obligation debt service.

Approved by City Council
Tuesday, May 19, 2026

Mayor, Debra Wimpee

Attest by Clerk

Curtis Green

City of Broken Arrow

Request for Action

File #: 26-665, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:

Approval of and authorization to execute a Professional Services Agreement with Best & Sharp, for providing counsel and legal advice regarding Civil Rights law and approval of a Conflict of Interest Waiver

Background:
Best & Sharp is a well-respected law firm with vast knowledge and experience involving Civil Rights § 1983 actions. The City Attorney is recommending retention of this firm due to the firm's expertise in Civil Rights litigation.

Currently, the City has pending lawsuits in the U.S. District Court for the Northern District of Oklahoma, U.S. District Court for the Eastern District of Oklahoma, and the U.S. Court of Appeals for the 10th Circuit including:

The City of Broken Arrow and Officer Jonathan Seagraves, Merrill v COBA et al, CIV-22-07-RAW;

The City of Broken Arrow, Richard McMahon v. COBA et al., 25-CV-00207-JFJ;

The City of Broken Arrow, Officer Reynolds and Officer Drain, Warner v COBA et al, NDOL 25-CV-19-GKF-JFJ

The attached Conflict of Interest Waiver seeks the City's informed consent to allow Best & Sharp to represent the City in the above federal civil rights cases while the firm continues to represent Kimley-Horn and Associates, Inc. in a separate, unrelated state court matter (Cook matter, CJ-2024-3387, Tulsa County). In the Cook case, the City is also a defendant and has made a demand for defense and indemnity from Kimley-Horn. Best & Sharp has confirmed there is no actual conflict, that they can provide competent and diligent representation to both clients, and that Kimley-Horn has already consented. Signing the waiver protects the City's ability to retain this highly qualified firm for its federal litigation needs while fully addressing any potential conflict under applicable ethics rules.

The attached Professional Services Agreement memorializes retention of the firm, costs and the hourly rates to be charged. The firm charges the following rates:

Attorney:	$300 per hour maximum
Associates:	$250 per hour maximum
Paralegals:	$110 per hour maximum

Routine costs such as copying and postage are addressed in the Agreement. Costs and fees for this matter will be paid by the City as incurred.

Cost: As incurred

Funding Source: General Fund

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Professional Services Agreement
Conflict of Interest Waiver

Recommendation:
Approve the Professional Services Agreement and Conflict of Interest Waiver with Best & Sharp and authorize its execution.

PROFESSIONAL SERVICES AGREEMENT

This Professional Service Agreement ("the Agreement") is made and entered into by and between the City of Broken Arrow, a municipal corporation (City), and Best & Sharp, 15 East 5th Street, Suite 2100, Tulsa, Oklahoma 74103 (Outside Counsel).

I. PURPOSE OF REPRESENTATION

City has retained Outside Counsel to provide litigation counsel and legal representation to the City of Broken Arrow and its employees specified below regarding the defense of Civil Rights cases filed in U.S. District Court for the Northern District of Oklahoma, U.S. District Court for the Eastern District of Oklahoma, and the U.S. Court of Appeals for the 10th Circuit including:

- The City of Broken Arrow and Officer Jonathan Seagraves, *Merrill v COBA et al*, EDOK, CIV-22-07-RAW;
- The City of Broken Arrow, *Richard McMahon v. COBA et al.*, NDOK, 25-CV-00207-JFJ;
- The City of Broken Arrow, Officer Reynolds and Officer Drain, *Warner v COBA et al*, NDOK, 25-CV-19-GKF-JFJ

II. OUTSIDE COUNSEL REPORTS TO CITY ATTORNEY

Outside Counsel agrees to keep City informed of the status of the matters covered by this Agreement by:

A. communicating orally with the City Attorney and designated representative as needed and as requested by City; and

B. providing timely copies of all pleadings, discovery, and correspondence to the City Attorney (unless correspondence is protected by attorney-client privilege as asserted by the Employees/Employee); and

C. submitting to the City Attorney a detailed monthly statement identifying by separate entries:

1. each date work was performed under the Agreement,
2. the amount of time billed for the work,
3. the attorney or paralegal billing for the entry,
4. the hourly rate of the attorney or paralegal billing the entry,
5. a description of the work performed, and
6. the dollar amount billed for the entry.

All written communications required by this Agreement should be sent to City Attorney, City of Broken Arrow, City Hall, 220 South 1st Street, Broken Arrow, Oklahoma 74012.

III. CONFLICT OF INTEREST

Outside Counsel must conduct a conflicts check covering potential and actual conflicts of interest before representing the City or other City related parties. Outside Counsel must promptly notify the City Attorney in writing of all actual or potential conflicts. Outside Counsel must disclose past or present representation of a client associated directly, indirectly, actually, or potentially with the subject of the representation that is the subject of this Agreement. No waiver of an actual or potential conflict will be valid unless in writing and executed by the City. Outside Counsel must obtain any necessary third-party waivers in writing prior to representing the City. Outside Council will monitor whether any actual or potential conflicts arise in connection with Outside Counsel's proposed representation of other parties to the dispute that is the subject of this Agreement while Outside Counsel is representing the City and shall promptly notify the City Attorney in writing of any such conflicts.

IV. TIMELY ACTION BY OUTSIDE COUNSEL

By executing this Agreement, Outside Counsel agrees to act in a timely manner in conducting work under this Agreement.

V. FEES AND EXPENSES

City agrees to pay Outside Counsel an hourly fee based on the following hourly rates:

Attorney:	$ 300 per hour maximum
Associates:	$ 250 per hour maximum
Paralegals:	$ 110 per hour maximum

City will pay Outside Counsel's out-of-pocket costs and expenses reasonably incurred in these matters as follows:

- Out-of-pocket necessary copying costs
- Out-of-pocket long-distance telephone charges
- Out-of-pocket automated research costs
- Out-of-pocket postage charges
- Courier and messenger services
- Local mileage or parking
- Reasonable travel expenses if travel is required and approved by City Attorney in advance of travel
- Other items as necessary if City Attorney approves prior to expenditure.

The following types of expenditures will not be paid by City:

- Administrative overhead, including time spent copying, filing, docketing or calendaring deadlines, attending internal firm meetings for planning or status updates, reviewing or processing this Agreement or invoices for services or expenses rendered under this Agreement, or any clerical or secretarial work,

- Air conditioning and electricity for overtime work,
- Client entertainment,
- Local and suburban telephone calls,
- Refreshments during meetings,
- Meals during meetings or any other time unless associated with pre-approved overnight travel,
- Fees for telecopying other than out-of-pocket long distance telephone charges associated therewith, and
- Off-duty hours while traveling (not to include travel to or from the location of a meeting or hearing by counsel)

VI. SETTLEMENT

Settlement possibilities should be identified and considered early and at subsequent stages in the proceedings. Outside Counsel must promptly report settlement overtures to the City Attorney or her designated representative. Cases may be settled only with the prior approval of the City Attorney and appropriate City officials.

VII. MALPRACTICE INSURANCE

Outside Counsel shall maintain professional liability insurance acceptable to the City Attorney with appropriate and adequate coverage. Upon request, Outside Counsel shall submit a certificate from its insurance carrier that provides that written notice will be provided to the City Attorney before cancellation of the insurance is effective. Outside Counsel shall promptly advise the City if its insurance is canceled or lapses.

VIII. RIGHT TO AUDIT

The City shall have the right by use of internal or external resources to audit Outside Counsel's time records and billings, upon reasonable notice provided in writing to Outside Counsel. Outside Counsel will cooperate with an audit request by providing reasonable access to appropriate records and personnel necessary to conduct an audit.

IX. RETENTION OF OUTSIDE COUNSEL

Outside Counsel is being retained because of Outside Counsel's experience and expertise in defense of civil cases. The goal of the City Attorney's office is to meet all ethical and professional standards applicable to government lawyers and to meet mandates of the City of Broken Arrow Code of Ordinances with regard to the City Attorney. In appropriate instances, screening measures will be created and used with policies and procedures and restricting the flow of and access to information regarding the representation between the Staff Attorney and other attorneys within the office of the City Attorney representing the City. The City Attorney's office and Outside Counsel will in such instances discuss appropriate procedures to accomplish ethical representation and will comply with all professional rules of conduct. Outside Counsel will be required in such circumstances to identify all concerns with such process immediately and prior to commencing representation.

X. ACCEPTANCES

This Agreement constitutes the entire agreement between the City and Outside Counsel and supersedes all prior agreements, written or oral, relating to the subject matter. Any change must be made or confirmed in writing, duly executed by both parties.

XI. ASSIGNABILITY OF AGREEMENT

This Agreement is personal in nature and may not be assigned by Outside Counsel.

XII. INDEPENDENT CONTRACTOR

Outside Counsel agrees and acknowledges that during the existence of this Agreement, it acts in the capacity of an independent contractor and that Outside Counsel is not an employee of the City of Broken Arrow.

XIII. APPLICABLE LAW AND VENUE

This Agreement and its incorporated documents shall be governed by and construed in accordance with the laws of the State of Oklahoma. The venue of any suit brought concerning this Agreement or its incorporated documents is fixed in any court of competent jurisdiction in Tulsa County, Oklahoma.

XIV. TERMINATION

The City may terminate this Agreement upon reasonable notice to Outside Counsel if it determines any of the following:

a. the Employee/Employees reasonably fail to cooperate in good faith and in the defense of the action; or

b. the actions or omissions from which this litigation arises are reasonably determined to be the result of the fraudulent conduct or corruption by the Employee/Employees.

XV. TERM

This Agreement shall commence on the date below and shall remain in full force and effect through June 30, 2026, unless the term of this Agreement is extended by agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies and is effective as of this 19th day of May, 2026.

SIGNATURES CONTINUED ON THE NEXT PAGE

MATTHEW FREE, ATTORNEY AT LAW
BEST & SHARP

By: _____
Matthew Free

CITY OF BROKEN ARROW, a municipal corporation

By: _____
Debra Wimpee, Mayor

ATTEST:

_____ Date: _____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

INTEREST (NON-COLLUSION) AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The undersigned person, of lawful age, being first duly sworn, states that s(he) is authorized by the contracting party to submit the attached agreement. Affiant further states that no officer or employee of the City of Broken Arrow, either directly or indirectly, owns a twenty-five percent (25%) interest in the party's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the party's business:
NONE.

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

MATTHEW FREE, ATTORNEY AT LAW
BEST & SHARP

By: Matthew B. Free
Matthew Free

Subscribed and sworn to before me this 7th day of May, 2026.

Deborah V. Lovel
Notary Public

My commission expires: 6-19-2028
My commission number: 08006343

DEBORAH V. LOVEL
Notary Public, State of Oklahoma
Commission # 08006343
My Commission Expires 06-19-2028

THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH THE AGREEMENT

AFFIDAVIT OF CLAIMANT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Broken Arrow will be true and correct. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the City of Broken Arrow or of any public trust where the City of Broken Arrow is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws relating to equal employment opportunity.

MATTHEW FREE, ATTORNEY AT LAW
BEST & SHARP

By: Matthew B. Free
Matthew Free

Subscribed and sworn to before me this 7th day of May, 2026.

Deborah V. Lovel
Notary Public

My commission expires: 6-19-2028

My commission number: 08006343

DEBORAH V. LOVEL
Notary Public, State of Oklahoma
Commission # 08006343
My Commission Expires 06-19-2028

THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH EACH INVOICE

BEST & SHARP

A PROFESSIONAL CORPORATION

TIMOTHY G. BEST
THOMAS A. LEBLANC
SEAN H. MCKEE
MATTHEW B. FREE
BENJAMIN D. REED
EMILY K. WILSON
MANUEL M. PALLAREZ
LEIGH A. BIRDSONG
THOMAS H. GAYLE, JR.
MATTHEW A. DUNN
JEFFREY B. FOSHEE
SETH H. TIDWELL

15 E. 5TH STREET, SUITE 2100
TULSA, OKLAHOMA 74103
TELEPHONE: (918) 582-1234
TELECOPIER: (918) 585-9447

www.bestsharp.com

JOSEPH M. BEST **
JOSEPH A. SHARP +
AMY E. KEMPFERT*

Of Counsel
WILLIAM E. PATTEN

**1925-2017
+1921-2009
*Retired

May 7, 2026

CONFLICT OF INTEREST WAIVER

Debra Wimpee, Mayor
City of Broken Arrow
220 S. First Street
Broken Arrow, OK 74012

Dear Ms. Wimpee:

This is to confirm our prior conversations concerning our potential representation of the City of Broken Arrow in various litigation pending in federal court in this state.[1] In addition, we discussed the City of Broken Arrow waiving any objection to the potential conflict of interest with respect to Best & Sharp's current representation of Kimley-Horn and Associates, Inc. in certain litigation styled: *Georgia Cook, as personal representative of the Estate of Katherine England; and Joshua England, as personal representative of the Estate of Jason England, Plaintiffs, v. Kimley Horn, Inc., a foreign corporation; Diversified Civil Contractors, LLC, an Oklahoma corporation; the City of Broken Arrow; and Roadsafe Traffic Systems, Inc.; and Jean Does 1-5, Defendants*, Case No. CJ-2024-3387, Tulsa County District Court (hereinafter "*Cook* matter").

As you know, the referenced lawsuit has been ongoing for several years, and the City of Broken Arrow has made a demand for defense and indemnity against our client in that matter, Kimely-Horn and Associates, Inc. Although we do not believe there is an actual conflict of interest that exists with respect to Best & Sharp's potential representation of the City of Broken Arrow in the federal litigation mentioned above based on the indemnity demand in the *Cook* matter, we do want to fully advise you about this matter and obtain your consent to any potential conflict that might arise as a result of these matters.

The applicable ethics rules permit Best & Sharp to represent clients with adverse or potentially adverse interests in circumstances where we will be able to provide competent and diligent representation to each client, and each client gives us informed consent, confirmed in writing. We hereby confirm to you that, after fully disclosing to you the circumstances of this matter, Best & Sharp

[1] These cases presently include the following: *Merrill*, 22-CV-0007-RAW-GJK (E.D. Okla); *McMahon*, 25-CV-207-JFJ (N.D. Okla); *Warner*, 25-CV-19-GFK-JFJ (N.D. Okla.).

is able to provide competent and diligent representation to both the City of Brown Arrow and the defendant mentioned above in the *Cook* matter. We further confirm to you that we have sought consent from Kimely Horn, and Associates, Inc., regarding our representation of the City of Broken Arrow in the federal litigation mentioned above.

Under these circumstances, if you agree on behalf of City of Broken Arrow that Best & Sharp may undertake the concurrent representations of City of Broken Arrow and Kimely Horn and Associates, Inc., in the *Cook* matter, and that you (as a duly authorized individual authorized to sign on behalf of the City of Broken Arrow) are waiving any objection to the conflict of interest with respect to such concurrent representations, please indicate your informed consent and waiver by signing below. In addition, you certainly have the right to seek independent counsel to assist you in deciding whether or not to consent.

Also, please return the executed copy to me as soon as possible, keeping a copy for your records.

Sincerely yours,

Matthew B. Free
for Best & Sharp

CONFLICT WAIVER

City of Broken Arrow hereby provides informed consent to and waives any objection to the conflict of interest in Best & Sharp's concurrent representation of City of Broken Arrow in the federal litigation discussed above and Kimely-Horn and Associates, Inc. in the *Cook* litigation as described in the aforesaid circumstances.

City of Broken Arrow:

By: _____
[signature]
Debra Wimpee, Mayor
220 S. First Street
Broken Arrow, OK 74012

Dated: _____

cc: Trevor Dennis, City Attorney

City of Broken Arrow

Request for Action

File #: 26-677, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:
Approval of and authorization to execute Agreement for Professional Consultant Services with Marquardt Engineering, PLLC for the South Park Estates Third Addition residential streets concrete panel replacement project (ST25100)

Background:
Engineering & Construction Department staff negotiated a Professional Consultant Services Agreement with Marquardt Engineering, PLLC for design of a residential street rehabilitation project in the South Park Estates Third Addition subdivision. The agreement includes design services to provide plans, for bidding and construction purposes, for the rehabilitation and replacement of concrete pavement panels, curb and gutter, sidewalk, curb ramps, inlets, and adjustment of manholes and valve boxes to grade as well as other miscellaneous appurtenances.

Cost: $82,500.00

Funding Source: Street Sales Tax Fund

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 and authorize execution of Agreement for Professional Consultant Services with Marquardt Engineering, PLLC for the South Park Estates Third Addition residential streets concrete panel replacement project (ST25100)

AGREEMENT SUMMARY
CITY OF BROKEN ARROW
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. ST25100

1.0 Professional Consulting Firm:

1.1	Name:	Marquardt Engineering, PLLC
1.2	Telephone No.:	918-704-8781
1.3	Address:	7020 South Yale Ave, Suite 225 Tulsa, OK 74136

2.0 Project Name/Location: Residential Streets Concrete Panel Replacement, 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 construction of Residential Streets Concrete Panel Replacement in Broken Arrow, OK at the specified locations within this agreement. These documents shall include, but not be limited to, the following: provide the 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:

Construction Document Phase	$ 78,000.00
Assistance During Bidding Phase	$ 1,250.00
Construction Services Phase	$ 1,750.00
Record Drawings Phase	$ 1,500.00
TOTAL AGREEMENT AMOUNT	$ 82,500.00

4.2	Agreement Time:	151 calendar days
4.3	Estimated Construction Cost:	$ 1,100,000.00

5.0 Agreement Approved by the Owner on: _____ 2026

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MARQUARDT ENGINEERING, PLLC
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25100

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Marquardt Engineering, PLLC, (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to repair various residential streets 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 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.

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.

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.

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 Paragraph (I), parts (a), (b) and (c), 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.

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: Marquardt Engineering, PLLC
7020 S. Yale Ave., Suite 225 Tulsa, OK 74136
918.704.8781

Contact Name: Keith Marquardt
918.704.8781

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 it is 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.

[The remainder of this page intentionally left blank]

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:
Marquardt Engineering, PLLC

By: Keith Marquardt
Keith Marquardt, Managing Member

Date: 5/8/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest:

_____
City Clerk [Seal]

Date: _____

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 11th day of May, 2026, personally appeared Keith Marquardt, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Managing Member) of Marquardt Engineering, PLLC, 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:
04.16.2030

Alexandria Armstrong
Notary Public

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MARQUARDT ENGINEERING, PLLC
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25100

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the _____ day of _____, 2026.

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for repairs to various residential streets within the City of Broken Arrow. Work shall consist of the following: preparation of AutoCAD base map/drawing from aerial imagery and linework; identification of all elements (i.e. concrete pavement panels, curb, curb and gutter, sidewalk, curb ramps, inlets, and adjusting manholes and valve boxes to grade) requiring replacement and/or rehabilitation; and preparation of construction documents. The construction documents shall consist of the following: title sheet; paving repair plan sheets; pay item and general notes; standard details and standard drawings associated with the project specifics (provided by the OWNER); and special construction specifications, if needed.

2.0 PROJECT SCOPE

2.1 The project consists of repairs to the residential streets within the South Park Estates 3rd subdivision, in accordance with all current City of Broken Arrow specifications and MUTCD 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 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, sidewalk and ramps right-of-way and lot lines, driveway linework (where applicable) and street addresses from aerial imagery.

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

2.1.2.1 Identification and quantification of all elements (concrete pavement panels, curb, curb and gutter, driveways, sidewalk, curb ramps, inlets, and adjusting manholes and valve boxes to grade) requiring replacement and/or rehabilitation. Sidewalk replacement shall be determined by visual inspection for obvious ADA non-compliance issues (i.e. slopes shall not be measured for compliance). Curb ramps shall be added in locations where sidewalk exists.

2.1.2.2 Preparation of 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, delineate and quantify all elements (i.e. concrete pavement panels, curb, curb and gutter, sidewalk, curb ramps, inlets, and adjusting manholes and valve boxes to grade) perceived by the CONSULTANT to require replacement and/or rehabilitation.

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
- Paving Repair Plan Sheets (delineating, and quantifying, elements requiring replacement and/or rehabilitation)
- 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 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 SERVICES PHASE**: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.4.1 Assist the OWNER in answering RFI'S

3.4.2 Assist the OWNER in addressing miscellaneous construction related issues as needed.

3.4.3 Assist the Owner with Review and approval of submittal.

3.5 **RECORD DRAWINGS PHASE**:

3.5.1 Upon completion of construction, the CONSULTANT will incorporate the contractor's red-line markups of the construction drawings and submit one (1) set of record drawings on electronic media (AutoCAD 2020 or newer version).

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ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MARQUARDT ENGINEERING, PLLC
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25100

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the _____ day of _____, 2026.

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 Stormwater Pollution Prevention Plan
1.5 Paving Repair Plan Sheets
1.6 Miscellaneous Details

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

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ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MARQUARDT ENGINEERING, PLLC
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25100

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the _____ day of _____, 2026.

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 **$78,000.00** 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 an hourly not-to-exceed amount of **$1,250.00** for answering technical questions, preparing addenda and addenda plan sheets, as required.

1.3 Construction Services Phase Payment: The OWNER shall pay the CONSULTANT an hourly not-to-exceed amount of **$1,750.00** for review of construction material submittals, shop drawings, and response to Requests for Information (RFI) submitted by the contractor.

1.4 Record Drawings Phase Payment: The OWNER shall pay the CONSULTANT an hourly not-to-exceed amount of **$1,500.00** for preparation of record drawings in electronic media (AutoCAD 2020 or newer version) and PDF format.

1.5 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

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 January 1, 2026 for architectural / engineering services.

Project Manager / Engineer	$225.00
Designer / CAD Technician	$110.00
Administrative / Clerical	$75.00

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 CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MARQUARDT ENGINEERING, PLLC
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25100

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 _____, 2026.

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 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

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ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MARQUARDT ENGINEERING, PLLC
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25100

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the _____ day of _____, 2026.

1.0 PRELIMINARY DESIGN PHASE:

2.1 Notice to Proceed: _____
2.2 Prepare Preliminary Plans: 91 calendar days
2.3 Submit Preliminary Plans: _____
2.4 Owner Review: 15 calendar days

2.0 FINAL DESIGN PHASE:

2.1 Notice to Proceed: _____
2.2 Prepare final plans and specifications (90%): 45 calendar days
2.5 Prepare final cost estimate: 3 calendar days
2.6 Submit final (90%) plans and specifications: _____
2.7 Owner Review: 15 calendar days
2.8 Prepare bid documents (plans and specifications): 15 calendar days
2.9 Submit bid documents: _____

3.0 SERVICES DURING CONSTRUCTION: Consultant shall review submittals and respond to Requests for Information in a timely manner to minimize any potential delay to the project.

4.0 RECORD DRAWINGS: To be submitted within 30 days after OWNER provides contractor red-lines to CONSULTANT upon completion of construction.

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City of Broken Arrow

Request for Action

File #: 26-654, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:

Approval of and authorization to accept a proposal for a new Enterprise Enrollment Agreement and relevant Amendment with Microsoft Corporation for Microsoft software, products, and licenses through SHI

Background:

The City continues to use Microsoft Server and Office products and enrolled in the Microsoft Enterprise program. The Enterprise Agreement allows Staff to simplify the Microsoft licensing process while providing city employees with the latest software products that Microsoft has to offer.

While we are currently in year 2 of our 3-year MS agreement, the City has been utilizing more Microsoft Copilot licensing to bring efficiencies to daily operations. The City currently has 52 licenses, and would like to continue rolling this out across departments. Microsoft has offered a stronger discount plan to accomplish such a fuller rollout at a reduced license rate if a new 3-year term is accepted. Accepting this proposal would also allow the City of Broken Arrow to be designated a Microsoft Copilot Frontier City, eligible for specific Microsoft funding grants to be used for projects using artificial intelligence. Such funding would help offset Microsoft costs.

Currently the City pays for a Copilot license of $30.52/month per employee. Microsoft's proposal would discount that to $19.84/month per employee. The proposed pricing would provide an overall savings of $81,009.60 for a more full rollout of Microsoft Copilot over current pricing rates.

Further, Microsoft will be raising their product subscription pricing by 10% on July 1st. Accepting a new 3-year Microsoft proposal would hold all Microsoft license pricing at the proposed rates for 3 years before the City of Broken Arrow would face the pending increases. This would realize a savings of over $63,000.

This proposal covers the remaining period of our existing Microsoft agreement and introduces a new 3-year agreement that provides discounted pricing over the course of the term as follows:

Year 1 (Sep 01 2026 - Aug 31 2027): $496,135.72

Year 2 (Sep 01 2027 - Aug 31 2028): $519,578.92

Year 3 (Sep 01 2028 - Aug 21 2029): $531,297.32

The proposed new agreement will not renew (or continue in effect) in any subsequent year that the City Council fails to appropriate and encumber funds for this specific purpose. Also, it is anticipated there are sufficient unencumbered funds available to pay the entirety of this agreement if necessary.

Section 2-27 of the Broken Arrow Code of Ordinances provides exceptions to formal competitive bidding. It provides for the purchase of supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set by the state purchasing agency or any other state agency authorized to regulate prices for things purchased by the state or from purchasing consortiums. This purchase meets those criteria. Staff recommends that the Council approve the proposed Enterprise Enrollment Agreement and the relevant Amendment and authorize its execution.

Cost: $496.135.72

Funding Source: Department Budgeted Maintenance Funds

Requested By: Scott Carr, IT Director

Approved By: City Manager's Office

Attachments: Attached

Recommendation:

Approve and authorize to accept a proposal for the Enterprise Enrollment Agreement and relevant Amendment with Microsoft Corporation for Microsoft software, products, and licenses through SHI

Pricing Proposal
Quotation #: 27508836
Reference #: EA# 75236175
Created On: 5/8/2026
Valid Until: 5/31/2026

OK-City of Broken Arrow

Phil Morris
, OK
United States
Phone: 918-259-2400 ext.6565
Email: pmorris@brokenarrowok.gov

Microsoft - Inside Account Manager

Izzy Calis
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8031
Email: Izzy_Calis@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	M365 Copilot GCC Sub Add-on Microsoft - Part#: EP2-24658 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 6/1/2026 - 8/31/2026 **Note:** 3 months, Year 2 of 3	570	$59.52	$33,926.40
2	M365 Copilot GCC Sub Add-on Microsoft - Part#: EP2-24658 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** 12 months, Year 3 of 3	570	$238.10	$135,717.00
			Total	$169,643.40

Additional Comments

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Pricing Proposal
Quotation #: 27507717
Reference #: EA# 75236175
Created On: 5/8/2026
Valid Until: 5/31/2026

OK-City of Broken Arrow

Phil Morris
, OK
United States
Phone: 918-259-2400 ext.6565
Email: pmorris@brokenarrowok.gov

Microsoft - Inside Account Manager

Izzy Calis
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8031
Email: Izzy_Calis@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	10	$648.11	$6,481.10
2	System Center DC Core ALng SA 2L Microsoft - Part#: 9EP-00208 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	8	$53.97	$431.76
3	System Center DC Core ALng SASU 2L Sys Ctr Std Microsoft - Part#: 9EP-00209 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	76	$79.85	$6,068.60
4	System Center Standard Core ALng SA 2L Microsoft - Part#: 9EN-00198 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	220	$19.78	$4,351.60
5	Win Remote Desktop Services CAL ALng SA DCAL Microsoft - Part#: 6VC-01253 Contract Name: OK- Software & Services Contract #: SW1041SH	25	$21.61	$540.25

	Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3			
6	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	84	$139.19	$11,691.96
7	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	144	$21.37	$3,077.28
8	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	600	$386.81	$232,086.00
9	M365 G5 GCC Sub Per User Microsoft - Part#: AAL-45735 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	40	$612.45	$24,498.00
10	M365 Copilot GCC Sub Add-on Microsoft - Part#: EP2-24658 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	640	$238.10	$152,384.00
11	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	4	$137.00	$548.00
12	Exchange Online P2 GCC SU Exchange Online Kiosk Per User Microsoft - Part#: 3NS-00004 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	385	$51.53	$19,839.05

13	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	385	$83.39	$32,105.15
14	Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	5	$273.99	$1,369.95
15	Power Automate Premium GCC Sub Per User Microsoft - Part#: 1O5-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	1	$161.17	$161.17
16	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	5	$100.37	$501.85
17	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	985	$0.00	$0.00
			Total	$496,135.72

Additional Comments

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Pricing does not reflect the announced July 1st price increase for M365 licenses.

Payment Schedule:
Year 1 (Sep-01-2026 - Aug-31-2027): $496,135.72
Year 2 (Sep-01-2027 - Aug-31-2028): $519,578.92
Year 3 (Sep-01-2028 - Aug-31-2029): $531,297.32

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts,

please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Pricing Proposal
Quotation #: 27507199
Reference #: EA# 75236175
Created On: 5/8/2026
Valid Until: 5/31/2026

OK-City of Broken Arrow

Phil Morris
, OK
United States
Phone: 918-259-2400 ext.6565
Email: pmorris@brokenarrowok.gov

Microsoft - Inside Account Manager

Izzy Calis
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8031
Email: Izzy_Calis@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	10	$648.11	$6,481.10
2	System Center DC Core ALng SA 2L Microsoft - Part#: 9EP-00208 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	8	$53.97	$431.76
3	System Center DC Core ALng SASU 2L Sys Ctr Std Microsoft - Part#: 9EP-00209 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	76	$79.85	$6,068.60
4	System Center Standard Core ALng SA 2L Microsoft - Part#: 9EN-00198 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	220	$19.78	$4,351.60
5	Win Remote Desktop Services CAL ALng SA DCAL Microsoft - Part#: 6VC-01253 Contract Name: OK- Software & Services Contract #: SW1041SH	25	$21.61	$540.25

Coverage Term: 9/1/2026 - 8/31/2027
Note: Year 1 of 3

6	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	84	$139.19	$11,691.96
7	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	144	$21.37	$3,077.28
8	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	600	$386.81	$232,086.00
9	M365 G5 GCC Sub Per User Microsoft - Part#: AAL-45735 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	40	$612.45	$24,498.00
10	M365 Copilot GCC Sub Add-on Microsoft - Part#: EP2-24658 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	640	$238.10	$152,384.00
11	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	4	$137.00	$548.00
12	Exchange Online P2 GCC SU Exchange Online Kiosk Per User Microsoft - Part#: 3NS-00004 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	385	$51.53	$19,839.05

13	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	385	$83.39	$32,105.15
14	Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	5	$273.99	$1,369.95
15	Power Automate Premium GCC Sub Per User Microsoft - Part#: 1O5-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	1	$161.17	$161.17
16	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	5	$100.37	$501.85
17	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** Year 1 of 3	985	$0.00	$0.00
18	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2027 - 8/31/2028 **Note:** Year 2 of 3	10	$648.11	$6,481.10
19	System Center DC Core ALng SA 2L Microsoft - Part#: 9EP-00208 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2027 - 8/31/2028 **Note:** Year 2 of 3	8	$53.97	$431.76
20	System Center DC Core ALng SASU 2L Sys Ctr Std Microsoft - Part#: 9EP-00209 Contract Name: OK- Software & Services Contract #: SW1041SH	76	$79.85	$6,068.60

Coverage Term: 9/1/2027 - 8/31/2028
Note: Year 2 of 3

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21 System Center Standard Core ALng SA 2L — 220 — $19.78 — $4,351.60
Microsoft - Part#: 9EN-00198
Contract Name: OK- Software & Services
Contract #: SW1041SH
Coverage Term: 9/1/2027 - 8/31/2028
Note: Year 2 of 3

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22 Win Remote Desktop Services CAL ALng SA DCAL — 25 — $21.61 — $540.25
Microsoft - Part#: 6VC-01253
Contract Name: OK- Software & Services
Contract #: SW1041SH
Coverage Term: 9/1/2027 - 8/31/2028
Note: Year 2 of 3

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23 Win Server DC Core ALng SA 2L — 84 — $139.19 — $11,691.96
Microsoft - Part#: 9EA-00278
Contract Name: OK- Software & Services
Contract #: SW1041SH
Coverage Term: 9/1/2027 - 8/31/2028
Note: Year 2 of 3

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24 Win Server Standard Core ALng SA 2L — 144 — $21.37 — $3,077.28
Microsoft - Part#: 9EM-00270
Contract Name: OK- Software & Services
Contract #: SW1041SH
Coverage Term: 9/1/2027 - 8/31/2028
Note: Year 2 of 3

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25 M365 G3 Unified FUSL GCC Sub Per User — 600 — $386.81 — $232,086.00
Microsoft - Part#: AAD-34704
Contract Name: OK- Software & Services
Contract #: SW1041SH
Coverage Term: 9/1/2027 - 8/31/2028
Note: Year 2 of 3

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26 M365 G5 GCC Sub Per User — 40 — $612.45 — $24,498.00
Microsoft - Part#: AAL-45735
Contract Name: OK- Software & Services
Contract #: SW1041SH
Coverage Term: 9/1/2027 - 8/31/2028
Note: Year 2 of 3

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27 M365 Copilot GCC Sub Add-on — 640 — $274.73 — $175,827.20
Microsoft - Part#: EP2-24658
Contract Name: OK- Software & Services
Contract #: SW1041SH
Coverage Term: 9/1/2027 - 8/31/2028
Note: Year 2 of 3

28	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2027 - 8/31/2028 **Note:** Year 2 of 3	4	$137.00	$548.00
29	Exchange Online P2 GCC SU Exchange Online Kiosk Per User Microsoft - Part#: 3NS-00004 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2027 - 8/31/2028 **Note:** Year 2 of 3	385	$51.53	$19,839.05
30	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2027 - 8/31/2028 **Note:** Year 2 of 3	385	$83.39	$32,105.15
31	Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2027 - 8/31/2028 **Note:** Year 2 of 3	5	$273.99	$1,369.95
32	Power Automate Premium GCC Sub Per User Microsoft - Part#: 1O5-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2027 - 8/31/2028 **Note:** Year 2 of 3	1	$161.17	$161.17
33	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2027 - 8/31/2028 **Note:** Year 2 of 3	5	$100.37	$501.85
34	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2027 - 8/31/2028 **Note:** Year 2 of 3	985	$0.00	$0.00
35	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: OK- Software & Services Contract #: SW1041SH	10	$648.11	$6,481.10

Coverage Term: 9/1/2028 - 8/31/2029
Note: Year 3 of 3

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36 System Center DC Core ALng SA 2L — 8 — $53.97 — $431.76
Microsoft - Part#: 9EP-00208
Contract Name: OK- Software & Services
Contract #: SW1041SH
Coverage Term: 9/1/2028 - 8/31/2029
Note: Year 3 of 3

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37 System Center DC Core ALng SASU 2L Sys Ctr Std — 76 — $79.85 — $6,068.60
Microsoft - Part#: 9EP-00209
Contract Name: OK- Software & Services
Contract #: SW1041SH
Coverage Term: 9/1/2028 - 8/31/2029
Note: Year 3 of 3

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38 System Center Standard Core ALng SA 2L — 220 — $19.78 — $4,351.60
Microsoft - Part#: 9EN-00198
Contract Name: OK- Software & Services
Contract #: SW1041SH
Coverage Term: 9/1/2028 - 8/31/2029
Note: Year 3 of 3

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39 Win Remote Desktop Services CAL ALng SA DCAL — 25 — $21.61 — $540.25
Microsoft - Part#: 6VC-01253
Contract Name: OK- Software & Services
Contract #: SW1041SH
Coverage Term: 9/1/2028 - 8/31/2029
Note: Year 3 of 3

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40 Win Server DC Core ALng SA 2L — 84 — $139.19 — $11,691.96
Microsoft - Part#: 9EA-00278
Contract Name: OK- Software & Services
Contract #: SW1041SH
Coverage Term: 9/1/2028 - 8/31/2029
Note: Year 3 of 3

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41 Win Server Standard Core ALng SA 2L — 144 — $21.37 — $3,077.28
Microsoft - Part#: 9EM-00270
Contract Name: OK- Software & Services
Contract #: SW1041SH
Coverage Term: 9/1/2028 - 8/31/2029
Note: Year 3 of 3

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42 M365 G3 Unified FUSL GCC Sub Per User — 600 — $386.81 — $232,086.00
Microsoft - Part#: AAD-34704
Contract Name: OK- Software & Services
Contract #: SW1041SH
Coverage Term: 9/1/2028 - 8/31/2029
Note: Year 3 of 3

43	M365 G5 GCC Sub Per User Microsoft - Part#: AAL-45735 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2028 - 8/31/2029 **Note:** Year 3 of 3	40	$612.45	$24,498.00
44	M365 Copilot GCC Sub Add-on Microsoft - Part#: EP2-24658 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2028 - 8/31/2029 **Note:** Year 3 of 3	640	$293.04	$187,545.60
45	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2028 - 8/31/2029 **Note:** Year 3 of 3	4	$137.00	$548.00
46	Exchange Online P2 GCC SU Exchange Online Kiosk Per User Microsoft - Part#: 3NS-00004 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2028 - 8/31/2029 **Note:** Year 3 of 3	385	$51.53	$19,839.05
47	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2028 - 8/31/2029 **Note:** Year 3 of 3	385	$83.39	$32,105.15
48	Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2028 - 8/31/2029 **Note:** Year 3 of 3	5	$273.99	$1,369.95
49	Power Automate Premium GCC Sub Per User Microsoft - Part#: 1O5-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2028 - 8/31/2029 **Note:** Year 3 of 3	1	$161.17	$161.17
50	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: OK- Software & Services Contract #: SW1041SH	5	$100.37	$501.85

Coverage Term: 9/1/2028 - 8/31/2029
Note: Year 3 of 3

51	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2028 - 8/31/2029 **Note:** Year 3 of 3	985	$0.00	$0.00

Total $1,547,011.96

Additional Comments

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Pricing does not reflect the announced July 1st price increase for M365 licenses.

Payment Schedule:
Year 1 (Sep-01-2026 - Aug-31-2027): $496,135.72
Year 2 (Sep-01-2027 - Aug-31-2028): $519,578.92
Year 3 (Sep-01-2028 - Aug-31-2029): $531,297.32

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Pricing Proposal
Quotation #: 27508084
Reference #: EA# 75236175
Created On: 5/8/2026
Valid Until: 5/31/2026

OK-City of Broken Arrow

Phil Morris
, OK
United States
Phone: 918-259-2400 ext.6565
Email: pmorris@brokenarrowok.gov

Microsoft - Inside Account Manager

Izzy Calis
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8031
Email: Izzy_Calis@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	M365 G3 Unified GCC SU O365 G3 Sub Per User Microsoft - Part#: AAD-86546 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 6/1/2026 - 8/31/2026 **Note:** 3 months, Year 2 of 3	600	$1.92	$1,152.00
2	Exchange Online P2 GCC SU Exchange Online Kiosk Per User Microsoft - Part#: 3NS-00004 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 6/1/2026 - 8/31/2026 **Note:** 3 months, Year 2 of 3	385	$12.88	$4,958.80
3	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 6/1/2026 - 8/31/2026 **Note:** 3 months, Year 2 of 3	385	$7.02	$2,702.70
4	M365 G3 Unified GCC SU O365 G3 Sub Per User Microsoft - Part#: AAD-86546 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** 12 months, Year 3 of 3	600	$113.55	$68,130.00
5	Exchange Online P2 GCC SU Exchange Online Kiosk Per User Microsoft - Part#: 3NS-00004 Contract Name: OK- Software & Services Contract #: SW1041SH	385	$51.53	$19,839.05

Coverage Term: 9/1/2026 - 8/31/2027
Note: 12 months, Year 3 of 3

6	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2026 - 8/31/2027 **Note:** 12 months, Year 3 of 3	385	$64.10	$24,678.50

Total $121,461.05

Additional Comments

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City of Broken Arrow, Oklahoma

Where Opportunity Lives. Empowering AI Frontier City Transformation.

Microsoft 365 Copilot Proposal

Presented by:
Eric Bjornstad, Sr. Account Executive
Spencer Fee & Jon Horner, Solution Specialists

May 8, 2026

Microsoft Confidential

Omnibus Statement

Proposal Date: May 8, 2026

This proactive proposal, dated May 5, 2026, is valid until May 29, 2026. This proposal is not meant to constitute a formal offer, acceptance, or contract, although this proposal s furnished with the expectation that Microsoft and/or the specified partner(s) would provide the conditions herein. In the event that Microsoft is selected to provide the products or services contemplated by this proposal, Microsoft will negotiate in good faith with you to formalize appropriate contracts to govern the relationship. Microsoft's proposal is predicated solely and exclusively upon the information contained herein, and no other terms and conditions apply except as otherwise negotiated between the parties.

Deployment funding assistance is subject to availability and offered while supplies last

Final pricing will be presented in a formal quote from Insight

Valid until May 29, 2026

M365 Copilot + M365 G3/F3 Proposal

A strategic AI co-investment to deliver secure, enterprise-grade AI to ~600 employees through Microsoft 365 Copilot—using a phased rollout to embed AI into daily workflows and drive scalable efficiency. The initiative also advances Broken Arrow's shift to a unified Microsoft 365 G3 platform, integrating productivity, security, identity, and device management to reduce complexity and strengthen governance.

15 Months + 3 Years

June 1, 2026 | August 30, 2030

570

Net New M365 Copilot Users

~35%+

Flat 35% Discount on remaining 15 mo + other discounts

~$225,392

~$225,392 Total Savings

Flat Pricing

M365 Copilot Discounts:

- 35% on 570 new M365 Copilot licensing for remaining 15 months
- Ramped discount of 35% 25% 20% on M365 Copilot on next EA

M365 G3 Discounts:

- Ramped discount of 10% and 5% on M365 G3 SU licensing for 15 months
- Credits approved for overlapping CCAL Bridge, Entra P1, Intune P1

Contingencies

- PO must be submitted by May 29, 2026
- Requires M365 Copilot (qty 570) net new purchasee
- One-time discounted purchase

Supplemental Offers

- $10K in funding for Copilot partner-led services for envisioning, strategy, and deployment
- $10K in partner-led funding for Secure AI Productivity Envisioning
- $8K in partner-led funding for Data Security Envisioning Workshop

Adoption Programs

- Enterprise Skilling Initiative
- M365 Copilot Masterclass
- Weekly SLG Copilot Champs Community Call
- Copilot Chat BrainStorm End User Training

Microsoft-funded partner support ensures technical readiness, deployment and adoption for end-users

Ramped Pricing Strategy

Microsoft-approved special pricing to ease the transition and maximize budget flexibility

Microsoft 365 Copilot - Flat Discount

Year 2 (06/01/2026-08/31/2026)

~35%

Year 3 (09/01/2026-08/31/2027)

~ 35%

Microsoft 365 G3 - Ramped Discounts

Year 2 (06/01/2026-08/31/2026)

~10%

Year 3 (09/01/2026-08/31/2027)

~5%

Microsoft 365 Copilot – Ramped Discounts on NEW EA in 2027

~35%

~25%

~20%

Partner Support & Funded Services

Microsoft is investing in Broken Arrow's success

$10,000

M365 Copilot Funding

Provisionally approved partner funding to accelerate Copilot deployment, user training, and change management. *Needs to be claimed in June.*

$10,000

Secure AI Productivity Funding

Designed to define your AI and security roadmap, build a business case, and prove value through a hands-on proof of concept. *Needs to be claimed in June.*

Adoption & Skilling Programs

Commercial Skilling Initiative

Quickly build AI skills needed to adopt Copilot, drive productivity, and realize measurable business value.

M365 Copilot Masterclass

Hands-on workshops for City staff to maximize Copilot adoption and productivity gains.

Weekly SLG Copilot Champs Call

Ongoing community of practice with other government agencies sharing Copilot best practices.

Copilot: Business Value & Scalable Adoption Plan

Why Copilot for Broken Arrow

- **Reduce time spent on email, meetings, and administrative tasks** across the workforce
- **Enable faster, data-driven decision-making** through AI-assisted analysis and reporting
- **Improve quality and consistency** of internal and public-facing communications
- **Increase workforce productivity** by automating repetitive knowledge work
- **Improve access to City data and insights** to accelerate service delivery

Phased Rollout Plan

Phase 1

Months 1–3

Deploy ~200 licenses to leadership, IT, and high-impact departments to establish early value and usage patterns

Phase 2

Months 4–9

Expand to additional departments based on measured adoption, usage data, and ROI signals

Phase 3

Months 10–18

Scale across the organization and embed Copilot into core business processes and operations

ROI & Value with Copilot

Investment & Expected Return

- **Total Investment:** $685K (inclusive of negotiated discounts across current term and new 3-year agreement)
- **Projected value:** ~$1.48M – $1.5M+ over term
- **~2.16x ROI,** with payback **in 10 months—not years**

Workforce Capacity Created

- **Equivalent to ~22–38 full-time employees of capacity**
- **47,000 – 78,000 hours returned annually to the organization**
- Capacity is reinvested into fa**ster constituent services**, **reduced administrative backlog**, and **improved decision-making across departments**

Value with Microsoft 365 G3/F3

The City of Broken Arrow unifies productivity, identity, device management, and advanced security into a single, compliant platform—strengthening protection of sensitive government data and enabling secure, flexible work from anywhere.

Key features/value in M365 G3 that OG3+OF3 users do not get today:

- Prevent malware and reduce cyber risk across managed devices with centralized visibility and attack surface reduction using with **Defender for Endpoint P1**
- Secure and standardized Windows devices with enterprise-grade management and security controls to support a modern, compliant government workforce with **Defender for Endpoint** and **Windows Enterprise**
- Help safeguard sensitive government data and meet public records and regulatory requirements by controlling data sharing and enforcing retention automatically with **DLP and Retention**
- Allow legal and IT teams to efficiently search, preserve, and export data to respond to FOIA requests, audits, and litigation with confidence with **eDiscovery standard**
- Protect employee email and collaboration tools from phishing, malware, and malicious links to reduce user risk and service disruption with **Defender for Office P1**
- Block unsafe attachments and URLs in real time while improving user awareness through built-in security intelligence

ROI & Value with Microsoft 365 G3/F3

Investment & Expected Return

- **Operational efficiency lowers ongoing cost to serve:** Automation, cloud management, and endpoint standardization reduce IT workload (e.g., **25,000+ hours saved in IT operations**), enabling reallocation of staff to higher-value work
- **Security + compliance cost avoidance reduces financial risk**: Integrated Zero Trust security reduces exposure to breaches and audit costs, with organizations achieving up to 60% lower security costs vs multi-vendor approaches
- **Security + compliance cost avoidance reduces financial risk:** Integrated Zero Trust security reduces exposure to breaches and audit costs, with organizations achieving **up to 60% lower security costs vs multi-vendor approaches**
- **Platform consolidation reduces total IT spend:** Transitioning to Microsoft 365 E3/F3 replaces multiple third-party tools (security, device management, collaboration), with studies showing **up to $60/user/month in avoided vendor costs**

Could consolidate third parties like: *CrowdStrike, SentinelOne, Carbon Black, Sophos, VMware Workspace ONE, MobileIron (Ivanti), IBM MaaS360, ManageEngine, Okta, Ping Identity, Duo, Proofpoint, Mimecast, Barracuda, Symantec DLP, Forcepoint, Digital Guardian, Varonis, Relativity, Logikcull, Exterro, Cisco AnyConnect, Palo Alto Networks*

Copilot Enablement

Activating AI. Amplifying Talent.

Current State & Challenges Addressed

- Uneven Copilot readiness and usage across departments and roles
- Limited understanding of how Copilot fits into daily municipal workflows
- No baseline for adoption, productivity gains, or value realization
- Risk of Copilot being enabled without structure or meaningful usage

Proposed Solution

- Structured Copilot Enablement program (Discover → Design → Implement → Adopt)
- Readiness assessment across M365, data, security, and governance
- Role-based Copilot training for priority personas (e.g., City Administration, Finance, HR, Public Safety support staff)
- Defined success criteria and baseline value metrics
- Starter adoption and usage reporting

Future State

- Copilot introduced with clear guardrails and city-approved use cases
- Employees understand when and how to use Copilot in daily work
- Baseline metrics established for adoption and productivity
- Leadership visibility into early wins and lessons learned

Business Benefits

- Faster time-to-value from Copilot investment
- Reduced employee frustration and trial-and-error usage
- Improved confidence in responsible AI use
- Clear visibility into adoption and early ROI signals

Reverse Timeline

- AP Approved: AP Approval: 1–2 weeks
- Readiness & Design: 2–3 weeks
- Enablement & Pilot: 4–6 weeks
- Adoption & Optimization: Ongoing (Best scenario)
- Project Duration: ~6–8 weeks

Success Factors & Risks

- Executive sponsorship and visible leadership support
- **Risk:** Low engagement → mitigated by role-based enablement
- **Risk:** Security or data concerns → mitigated through readiness and governance alignment

Minimum Requirements

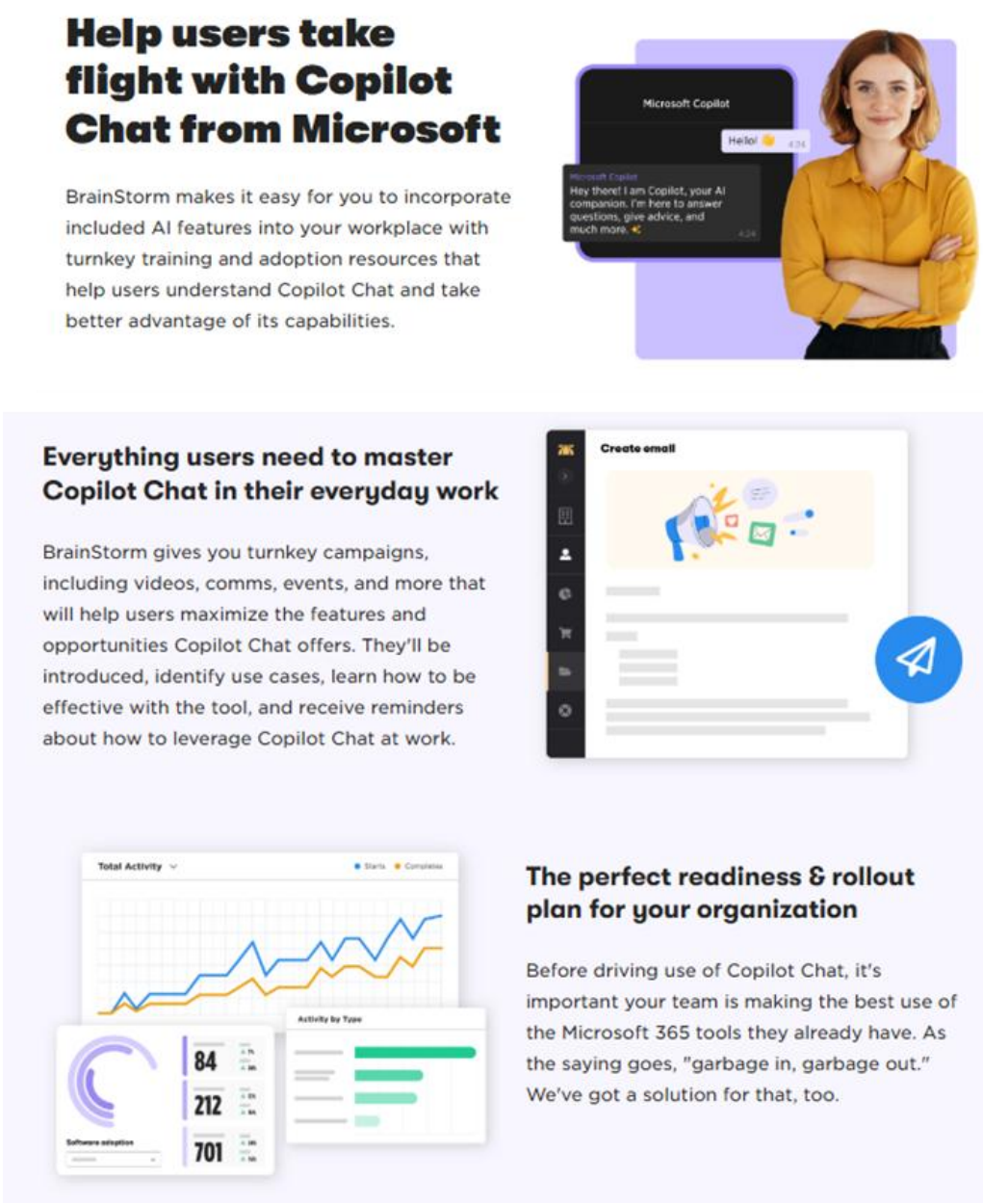
- M365 Copilot licenses assigned to in-scope users
- Named executive sponsor and department stakeholders
- IT, Security, and Legal alignment on responsible AI usage

SHI | Confidential & Proprietary Information

BrainStorm End User Training: Targeted micro-learning platform that helps organizations drive real adoption of Microsoft 365 and Copilot Chat by providing role-based, scenario-driven training that meets users where they are.

12-months FREE Copilot Chat End User Training:

- Access to the **BrainStorm platform**
- Access to **M365 Lite Pack** (this includes Copilot Chat + M365 Tools to ensure successful use of Copilot Chat in the workplace)
- **Unlimited users**!
- Designated **BrainStorm Account Executive** to have a successful engagement



City of Broken Arrow

Request for Action

File #: 26-675, **Version:** 1

Broken Arrow City Council
Meeting of: 05/19/2026

Title:
Approval of and authorization to execute a Global Financial Professional Services Agreement with Municipal Finance Services for FY 27

Background:
Municipal Finance Service Inc. (MFS) has been our financial advisors since 1993. Currently MFS, through the staff, have presented individual contracts to Council or Authority for approval for each loan or service MFS provides. MFS and staff are proposing a global financial contract that would be effective for one year and would cover any services that MFS may assist the City with to include but not limited to:

1. Evaluate options or alternatives with new issues or loans.
2. Assist the City in preparation of loan application, offering documents, notices of sales and the official statement.
3. Evaluate potential refunding opportunities

Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the City and shall be contingent upon closing of the Issue.

One additional service included in the global agreement for a flat fee of $3500.00 is the Continuing Disclosure Assistance. MFS will assist the City annually in preparing and uploading financial information to the Electronic Municipal Marketplace Access system. (EMMA).

Cost: Varies with issuance and service.

Funding Source: Loan proceeds and General Fund for other services

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Municipal Finance Services Inc. Agreement for FY 27

Recommendation:
Approve Global Financial Professional Services Agreement with Municipal Finance Services and authorize its execution

MUNICIPAL
FINANCE
SERVICES, INC.
est. 1990

mfsok.com

P: 405.340.1727

1017 N. Bryant Ave., Ste 100
Edmond, OK 73034

P.O. Box 747
Edmond, OK 73083-0747

May 4, 2026

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. ("MFSOK") and the City of Broken Arrow, Oklahoma, and its public trusts, including the Broken Arrow Municipal Authority and the Broken Arrow Economic Development Authority (collectively, the "Client"). THIS AGREEMENT supersedes all existing agreements between MFSOK and the Client.

The Client desires to engage MFSOK and agrees as follows:

I. ***Scope of Services.***

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client's new and outstanding debt obligations, including general obligation bonds, revenue bonds, bank notes, lease financings, and loans from the Oklahoma Water Resources Board or other state or federal agencies during the term of the Agreement (the "Issues"). The Client designates MFSOK as the Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption").

A. New Issue and Refunding of Existing Client Issues

1. Evaluate options or alternatives with respect to the proposed new Issue.
2. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
3. Review recommendations made by other parties to the Client.
4. Assist Client in preparing a plan of finance.
5. Advise Client on structure, terms and timing of the proposed new Issue.
6. Prepare financing schedule.
7. Attend meetings as requested by the Client.
8. Assist the Client in preparation of their loan applications, loan proposals, offering documents, notices of sale, instructions to bidders, or official statements, as appropriate.
9. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, banks, lenders, placement agents, trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
10. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
11. If new Issue is a loan, assist Client in collecting and analyzing proposals submitted by banks.
12. If the new Issue is a negotiated bond sale, assist client in selecting an underwriter and coordinate the bond sales process.
13. Coordinate closing of the new Issue with Client and other parties.
14. Evaluate potential refunding opportunities on outstanding Issues.

B. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:

1. Utility rate analysis.
2. Estimate of Needs review or preparation.
3. Debt capacity analysis.
4. Cash defeasance or redemption services.

C. Continuing Disclosure Assistance
1. Assisting the Client annually in compiling the financial information and operating data set forth in their Continuing Disclosure Agreement ("CDA") included in any Official Statement; and
2. If necessary, assisting the Client in preparing their "Failure to File Notice" should documents not be available for filing within the prescribed time frame designated in the CDA; and
3. Upon request, assisting the Client in their submission of the aforementioned information to the Electronic Municipal Marketplace Access system ("EMMA").

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein.

II. Compensation and Reimbursements

A. New Issues and Refunding Issues. MFSOK shall be paid at the time of closing a fee calculated as follows:

1. For a bank loan or lease financing, 1.00% of par amount for the first $4 million for each series of notes issued, and 0.75% of any amount over $4 million, with a minimum fee of $25,000.00.

2. For a loan through the Oklahoma Water Resources Board, including the Clean Water State Revolving Fund (CWSRF), the Drinking Water State Revolving Fund (DWSRF), or the Financial Assistance Program (FAP), $35,000, plus 0.50% of the original gross proceeds of the loan over $7 million up to and including $10 million, and 0.25% of any amount over $10 million.

3. For revenue bonds, 1.00% of par amount for the first $4 million for each series of bonds issued, and 0.75% of any amount over $4 million, with a minimum fee of $25,000.00.

4. For general obligation bonds, 0.50 of 1.00% ($5.00 per $1,000) of par amount, with minimum fee of $25,000.00, and a maximum fee of $40,000.00.

B. Compensation for Continuing Disclosure Assistance. MFSOK will receive a fee annually of $3,500.00 for the services performed.

C. Expenses for New Issues and Refunding Issues. MSFOK shall also be paid a fixed amount of $2,000.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.

D. Payment and Contingency for New Issues and Refunding Issues. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.

E. Other Services Under Separate Agreement. If requested by Client, MFSOK may provide other services including but not limited to:

1. Utility rate analysis.
2. Estimate of Needs review or preparation.
3. Debt capacity analysis.
4. Cash defeasance or redemption services.

III. Term and Termination

A. Term of Agreement. Unless terminated as provided herein, the terms of this Agreement shall be in place from the date approved by the Client until June 30, 2027.

B. Termination of Agreement and Services. This Agreement and all Municipal Advisor services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB.

Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

VI. Conflict of Interest Statement

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest regarding MFSOK's ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for MFSOK to recommend unnecessary financings or financings that are disadvantages to the client, or to advise client to increase the size of the issue. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

A. exercise due care in performing its municipal advisory activities;

B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;

C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and

D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:

   a. any advice provided to or on behalf of the Client;

   b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and

   c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;

B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and

C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

X. Record Retention

Pursuant to SEC and MSRB record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Jon Wolff, President
P.O. Box 747
Edmond, OK 73034

CLIENT:

City of Broken Arrow
Attn: Mayor
P.O. Box 610
Broken Arrow, OK 74013-0610

Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on _____, 2026, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: _____
Jon Wolff, President

CITY OF BROKEN ARROW

By: _____
Mayor

BROKEN ARROW MUNICIPAL AUTHORITY

By: _____
Chairman

BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Chairman

City of Broken Arrow

Request for Action

File #: 26-659, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:
Approval of and authorization to execute Agreement for Professional Consultant Services with Olsson, Inc., for the Steeple Chase Subdivision Residential Streets Concrete Panel Replacement (Project Number ST22110)

Background:
Engineering & Construction Department staff negotiated a Professional Consultant Services Agreement with Olsson, Inc., for design of a residential street rehabilitation project in the Steeple Chase subdivision. The agreement includes design services to provide plans, for bidding and construction purposes, for the rehabilitation and replacement of concrete pavement panels, curb and gutter, sidewalk, curb ramps, inlets, and adjustment of manholes and valve boxes to grade, and other miscellaneous appurtenances.

Cost: $72,250

Funding Source: Street Sales Tax

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 and authorize execution of Agreement for Professional Consultant Services with Olsson, Inc.

AGREEMENT SUMMARY
CITY OF BROKEN ARROW
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. ST22110

1.0 Professional Consulting Firm:

1.1	Name:	Olsson, Inc.
1.2	Telephone No.:	(918) 376-4294
1.3	Address:	1717 S. Boulder Ave., Suite 600 Tulsa, OK 74119

2.0 Project Name/Location: Residential Streets Concrete Panel Replacement, 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 construction of Residential Streets Concrete Panel Replacement in Broken Arrow, OK, at the specified locations within this agreement. These documents shall include, but not be limited to, the following: provide the 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:

Construction Document Phase	$ 56,100.00
Assistance During Bidding Phase	$ 5,550.00
Construction Services Phase	$ 6,250.00
Record Drawings Phase	$ 4,350.00
TOTAL AGREEMENT AMOUNT	$ 72,250.00

4.2 Agreement Time: 135 calendar days

4.3 Estimated Construction Cost: $ 585,000.00

5.0 Agreement Approved by the Owner on: _____ 2026

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
OLSSON, INC.
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST22110

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

W I T N E S S E T H:

WHEREAS, OWNER intends to repair various residential streets 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 SUBMITTAL 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.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

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.

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.

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.

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 Paragraph (I), parts (a), (b) and (c), 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.

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: Olsson, Inc.
1717 S. Boulder Ave., Suite 600
Tulsa, OK 74119
(918) 376-4294

Contact Name: Liesel Polwort
Transportation Group Leader

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 it is 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:
Olsson, Inc.

By: Russell Beaty
Russell Beaty, Vice President

Date: 5/7/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: SBB
Sean Baker, CFO/Secretary

Date: 5/7/2026

OLSSON, INC. CORPORATE SEAL NEBRASKA

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Oklahoma)

Before me, a Notary Public, on this 7th day of May, 2026, personally appeared Russell Beaty, known to be to be the Vice-President of Olsson, 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:
5/31/29

AMANDA RITCHEY NOTARY PUBLIC # 17005081 EXP. 05/31/29 STATE OF OKLAHOMA

Amanda Ritchey
Notary Public

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
OLSSON, INC.
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST22110

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the ____ day of _____ 2026.

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for repairs to various residential streets within the City of Broken Arrow. Work shall consist of the following: preparation of AutoCAD base map/drawing from aerial imagery and linework; identification of all elements (i.e. concrete pavement panels, curb, curb and gutter, sidewalk, curb ramps, inlets, and adjusting manholes and valve boxes to grade) requiring replacement and/or rehabilitation; and preparation of construction documents. The construction documents shall consist of the following: title sheet; paving repair plan sheets; pay item and general notes; standard details and standard drawings associated with the project specifics (provided by the OWNER); and special construction specifications, if needed.

2.0 PROJECT SCOPE

2.1 The project consists of repairs to the residential streets within the Steeple Chase subdivision (Project No. ST22110) in accordance with all current City of Broken Arrow specifications and MUTCD requirements. The existing asphalt pavement streets within the subdivision are in good condition, and as such will be excluded from the project scope, with the exception of any tie-in necessary due to work on the adjacent concrete panels.

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 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, sidewalk and ramps right-of-way and lot lines, driveway linework (where applicable) and street addresses from aerial imagery.

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

2.1.2.1 Identification and quantification of all elements (concrete pavement panels, curb, curb and gutter, driveways, sidewalk, curb ramps, inlets, and adjusting manholes and valve boxes to grade) requiring replacement and/or rehabilitation to include joint and crack cleaning and sealing. Sidewalk replacement shall be determined by visual inspection for obvious ADA non-compliance issues (i.e. slopes shall not be measured for compliance). Curb ramps shall be added in locations where sidewalk exists.

2.1.2.2 Preparation of 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, delineate and quantify all elements (i.e. concrete pavement panels, curb, curb and gutter, sidewalk, curb ramps, inlets, and adjusting manholes and valve boxes to grade) perceived by the CONSULTANT to require replacement and/or rehabilitation.

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

- Paving Repair Plan Sheets (delineating, and quantifying, elements requiring replacement and/or rehabilitation)
- Project Sign Detail
- Protect-in-Place Detail
- 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 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 SERVICES PHASE**: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following task in accordance with the schedule in Attachment E:

3.4.1 Assist OWNER in answering RFI’s.

3.4.2 Assist OWNER in addressing miscellaneous construction related issues as needed.

3.4.3 Assist OWNER with review and approval of submittals.

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3.5 **RECORD DRAWINGS PHASE**:

3.5.1 Upon completion of construction, the CONSULTANT will incorporate the contractor's red-line markups of the construction drawings and submit one (1) set of record drawings on electronic media (AutoCAD 2020 or newer version).

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ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
OLSSON, INC.
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST22110

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the ____ day of _____ 2026.

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 Stormwater Pollution Prevention Plan
1.5 Paving Repair Plan Sheets
1.5 Project Sign Detail
1.5 Protect-in-Place Detail
1.6 Miscellaneous Details

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

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ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
OLSSON, INC.
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST22110

COMPENSATION AND ADDITIONAL SERVICES

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 _____ 2026.

1.0 BASIC COMPENSATION

The basic compensation for the 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 **$56,100.00** 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 an hourly not-to-exceed amount of **$5,550.00** (based upon rates provided in Section 2.0). This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Construction Services Phase Payment: The OWNER shall pay the CONSULTANT an hourly not-to-exceed amount of **$6,250.00** (based upon rates provided in Section 2.0). This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 Record Drawings Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$4,350.00**. 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 below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2026 for architectural/engineering services.

Personnel Classification	Average Hourly Wage Rate	Approved Rate Multiplier	Approved Hourly Rate
Project Manager	$80.77	3.084	$249.09
Sr. Civil Engineer	$78.23	3.084	$241.26
Mid-Level Civil Engineer	$55.02	3.084	$169.68
Jr. Civil Engineer	$43.42	3.084	$133.91
Sr. Designer	$62.39	3.084	$192.41
Mid-Level Designer	$54.01	3.084	$166.57
Jr. Designer	$42.84	3.084	$132.12
Sr. Technician	$39.38	3.084	$121.45
Mid-Level Technician	$33.08	3.084	$102.02
Jr. Technician	$25.99	3.084	$80.15
Sr. Surveyor	$66.63	3.084	$205.49
Mid-Level Surveyor	$39.11	3.084	$120.62
Jr. Surveyor	$25.99	3.084	$80.15
Sr. Geotechnical Engineer	$71.68	3.084	$221.06
Mid-Level Geotechnical Engineer	$60.57	3.084	$186.80
Jr. Geotechnical Engineer	$40.64	3.084	$125.33
Administrative	$36.75	3.084	$113.34

3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the 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 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 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
OLSSON, INC.
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST22110

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 _____ 2026.

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 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

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ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
OLSSON, INC.
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST22110

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the ____ day of _____ 2026.

1.0 CONSTRUCTION DOCUMENTS PHASE:

1.1 Notice to Proceed:
1.2 Preparation of Preliminary Plans: 60 calendar days
1.3 Owner Review: 30 calendar days
1.4 Preparation of Final Plans (signed/sealed): 45 calendar days
1.5 Total: 135 calendar days

2.0 ASSISTANCE DURING BIDDING PHASE:

2.1 Answer technical questions and prepare addenda: To be determined

3.0 CONSTRUCTION SERVICE PHASE:

3.1 Answer RFI's, address construction related issues, and review and approve submittal as needed: To be determined

4.0 RECORD DRAWINGS PHASE:

4.1 Record Drawings: 30 days after receipt of contractor's red-lines

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City of Broken Arrow

Request for Action

File #: 26-652, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:
Approval of and authorization to execute Agreement for Professional Consultant Services with Traffic Engineering Consultants, Inc., for On-Call Traffic Engineering and Related Support Services (Project Number 2652050)

Background:
In order to augment Engineering staff, Engineering & Construction Department staff negotiated a Professional Consultant Services Agreement with Traffic Engineering Consultants, Inc., for on-call professional traffic engineering and related support services.

Cost: $40,000

Funding Source: Engineering Operational Budget Professional Services

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 and authorize execution of Agreement for Professional Consultant Services with Traffic Engineering Consultants, Inc.

AGREEMENT SUMMARY
CITY OF BROKEN ARROW
PROFESSIONAL TRAFFIC ENGINEERING AND RELATED SUPPORT SERVICES
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. 2652050

1.0 Professional Consulting Firm:

1.1	Name:	Traffic Engineering Consultants, Inc.
1.2	Telephone No.:	918-481-8484
1.3	Address:	6931 S. 66th East Ave., Suite 100 Tulsa, OK 74133

2.0 Project Name/Location: Professional Traffic Engineering and Related Support Services, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to provide Professional Traffic Engineering services for traffic engineering studies, signal warrant studies, traffic and pedestrian signal designs/installations, traffic signal repairs, traffic and pedestrian signal upgrades, onsite consultations, and other traffic engineering related services on an as-needed basis. These documents shall include, but not be limited to, the following: provide the 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: NTE Design and Consulting Fees **TOTAL AGREEMENT AMOUNT**	 $ 40,000.00 $ 40,000.00
4.2	Agreement Time:	365 calendar days
4.3	Estimated Construction Cost:	N/A

5.0 Agreement Approved by the Owner on: _____ 2026

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
TRAFFIC ENGINEERING CONSULTANTS, INC.
FOR
PROFESSIONAL TRAFFIC ENGINEERING AND RELATED SUPPORT SERVICES
PROJECT 2652050

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

W I T N E S S E T H:

WHEREAS, OWNER intends to provide professional traffic engineering and related support services for 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 SUBMITTAL 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.

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.

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.

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 Paragraph (I), parts (a), (b) and (c), 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.

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., C.F.M.
Transportation Division Manager

CONSULTANT: Traffic Engineering Consultants, Inc.
6931 S. 66th East Ave., Suite 100
Tulsa, OK 74133
918-481-8484

Contact Name: Esther Shaw-Smith
Principal

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 it is 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:
Traffic Engineering Consultants, Inc.

By: _____
Esther Shaw-Smith, Principal

Date: 5/4/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: BJ Hawkins
BJ Hawkins, Corporate Secretary

Date: 5/4/2026

TRAFFIC ENGINEER CONSULTANTS, INC. CORPORATE SEAL OKLAHOMA

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Cleveland)

Before me, a Notary Public, on this 4th day of May, 2026, personally appeared Esther Shaw-Smith, known to be to be the Principal of Traffic Engineering Consultants, 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:
04/17/2028

VANESSA D. DAWES NOTARY PUBLIC # 24005131 EXP. 04/17/28 STATE OF OKLAHOMA

Vanessa Dawes
Notary Public

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
TRAFFIC ENGINEERING CONSULTANTS, INC.
FOR
PROFESSIONAL TRAFFIC ENGINEERING AND RELATED SUPPORT SERVICES
PROJECT 2652050

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the _____ day of _____, 2026.

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to Provide Professional Traffic Engineering and Related Support Services associated with public works projects for the City of Broken Arrow. Work performed under the contract shall be performed on an hourly basis in accordance with the attached hourly rates (see Attachment C) as requested by the OWNER.

2.0 PROJECT SCOPE

2.1 The CONSULTANT shall provide Professional Traffic Engineering Services for traffic engineering studies, signal warrant studies, traffic and pedestrian signal designs/installations, traffic signal repairs, traffic and pedestrian signal upgrades, onsite consultations, and other traffic engineering related services.

2.2 Work will be billed at the hourly rates attached herein (see Attachment C) and will include all costs associated with the performance of the work, including any support and supervision cost required from the CONSULTANT

3.0 SCOPE OF SERVICES

3.1 PROFESSIONAL TRAFFIC ENGINEERING AND RELATED SUPPORT SERVICES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

3.1.1 Provide Professional Traffic Engineering Services for traffic engineering studies, signal warrant studies, traffic and pedestrian signal designs/installations, traffic signal repairs, traffic and pedestrian signal upgrades, onsite consultations, and other traffic engineering related services.

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ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
TRAFFIC ENGINEERING CONSULTANTS, INC.
FOR
PROFESSIONAL TRAFFIC ENGINEERING AND RELATED SUPPORT SERVICES
PROJECT 2652050

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the _____ day of _____, 2026.

1.0 TRAFFIC ENGINEERING STUDIES: The CONSULTANT shall perform and submit traffic volume and turning movement counts, traffic growth forecasts, traffic analysis and recommendations, signal warrant analysis, and other miscellaneous traffic engineering related studies on an as needed basis.

2.0 TRAFFIC SIGNAL DESIGNS FOR INSTALLATIONS, REPAIRS, AND/OR UPGRADES: The CONSULTANT shall provide Engineering Plans for Construction, in accordance with City requirements, for the installation, repair, and/or upgrade of traffic and pedestrian signals on an as needed basis.

3.0 MISCELLANEOUS SUPPORT SERVICES: The CONSULTANT shall perform support services within their professional competencies that do not fall into the above mentioned categories.

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ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
TRAFFIC ENGINEERING CONSULTANTS, INC.
FOR
PROFESSIONAL TRAFFIC ENGINEERING AND RELATED SUPPORT SERVICES
PROJECT 2652050

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the _____ day of _____, 2026.

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 Professional Traffic Engineering and Related Support Services Payment: The OWNER shall pay the CONSULTANT a fee not to exceed **$40,000.00** based upon the attached hourly rate schedule for the entire Scope of the Professional Services rendered. The Transportation Division Manager or designee will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the CONSULTANT and the OWNER on the hours required for the work item. The CONSULTANT shall submit invoices requesting payment for services rendered to Engineering and Construction staff monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to Transportation Division Manger or designee. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

1.2 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 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 January 1, 2026 for architectural/engineering services.

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Classification	Hourly Rate
Engineers	
Engineer I	$ 360.00
Engineer II	$ 300.00
Engineer III	$ 225.00
Engineer IV	$ 190.00
Engineer V	$ 145.00
Designers	
Designer I	$ 190.00
Designer II	$ 170.00
Technicians	
CAD Technician I	$ 125.00
CAD Technician II	$ 105.00
Data Collectors	
Data Collector	$ 105.00
Administration	
Office Administrator	$ 125.00

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 CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
TRAFFIC ENGINEERING CONSULTANTS, INC.
FOR
PROFESSIONAL TRAFFIC ENGINEERING AND RELATED SUPPORT SERVICES
PROJECT 2652050

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 _____, 2026.

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 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

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ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
TRAFFIC ENGINEERING CONSULTANTS, INC.
FOR
PROFESSIONAL TRAFFIC ENGINEERING AND RELATED SUPPORT SERVICES
PROJECT 2652050

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the _____ day of _____, 2026.

1.0 PROFESSIONAL TRAFFIC ENGINEERING AND RELATED SUPPORT SERVICES: These duties, responsibilities, and requirements shall begin upon the execution of this Contract and shall be completed within Three Hundred Sixty-Five (365) calendar days.

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City of Broken Arrow

Request for Action

File #: 26-687, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:
Approval of and authorization to execute Right of Entry agreement with Union Pacific Railroad Company to execute construction for the Grain Silo Improvements Project (Project No. 2417300)

Background:
In April 2024, the historic grain silo, weigh station, and surrounding land, just West of the farmers market, was purchase by the City of Broken Arrow. This contract is make minor improvements to the Grain Silo, to paint the Grain Silo, and add a City of Broken Arrow Rose District logo to the east and west faces of the silo.

Construction equipment will exceed boundaries of the adjacent property from Union Pacific Railroad thus, an agreement for temporary entry during construction was negotiated with Union Pacific Railroad.

Cost: $0

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: 2417300 - Right of Entry Agreement

Recommendation:
Approve and authorize to execute Right of Entry agreement with Union Pacific Railroad Company to execute construction for the Grain Silo Improvements Project (Project No. 2417300)

Docusign Envelope ID: F4F85B44-FF36-87B9-822F-084B19EC624D

Project No. 0619227

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of _____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad"), and [**CITY OF BROKEN ARROW**], to be addressed at [220 S. 1st St. Broken Arrow, OK] (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Article 2. RIGHT GRANTED; PURPOSE.

The Railroad hereby grants to the Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property at or near [Tulsa IND Lead – MP 291.695], for the purpose of Painting Silo. The right herein granted to Licensee is limited to those portions of the Railroad's property specifically described herein in the location shown on the print marked Exhibit A, attached hereto and hereby made a part hereof, or designated by the Railroad Representative named in Article 4.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 3. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in Exhibits B and C, hereto attached, are hereby made a part of this Agreement.

Article 4. ALL EXPENSES TO BE BORNE BY LICENSEE; RAILROAD REPRESENTATIVE.

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this Agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to the representative local Manager of Signal Maintenance of the Railroad or their authorized representative (hereinafter the Railroad Representative):

http://www.up.com/flagging	**MSM** Jim Brenner - jrbrenne@up.com - 6083871179

Article 5. TERM; PAINTING.

A. The grant of right herein made to Licensee shall commence on the date of this Agreement, and continue until [120 Calendar Days from Notice to Proceed] unless sooner terminated asherein provided, or at such time as Licensee has completed its work on Railroad's property, whichever

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is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party

Article 6. CERTIFICATE OF INSURANCE.

A. Only upon request, the Licensee shall provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit C of this Agreement.

B. Union Pacific should be listed as certificate holder and only upon request all insurance correspondence shall be directed to: Union Pacific Railroad Company, (Attn.: Charles Frank Bradburn - Project No. 0619227), 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

Article 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to beginning any work, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on the property set forth herein. If it is, the Licensee shall also comply with and be subject to the provisions contained in Section 6 of Exhibit B.

Article 8. ENFORCEABILITY; CHOICE OF LAW; CHOICE OF FORUM.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Oklahoma. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Oklahoma only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
Federal Taxpayer I.D. #946001323

By:_____
Charles Frank Bradburn
Mgr I Real Estate

[CITY OF BROKEN ARROW]

By:_____

Title:_____

Printed Name:_____

Attest:

_____
City Clerk [Seal]

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Approved as to Form and Content:

D. Graham Parker
Assistant City Attorney

(Pursuant to ordinance, resolution, or other evidence of proper authority to execute this instrument, a copy of which shall be attached to the Railroad's original counterpart of this document.)

Docusign Envelope ID: F4F85B44-FF36-87B9-822F-084B19EC624D

Exhibit BROE 880702
Form Approved, AVP-Law

EXHIBIT "A"

EXHIBIT B

Docusign Envelope ID: F4F85B44-FF36-87B9-822F-084B19EC624D

Section 1 - NOTICE OF COMMENCEMENT OF WORK – FLAGGING.

The Licensee agrees to notify the Railroad Representative at least Ten (10) days in advance of Licensee commencing its work and at least 24 hours in advance of proposed performance of any work by the Licensee in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of such notice, the Railroad Representative will determine and inform the Licensee whether a flagman need be present and whether the Licensee need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services will be provided at Licensee's expense with the understanding that if the Railroad provides any flagging or other services, the Licensee shall not be relieved of any of its responsibilities or liabilities set forth herein.

Section 2 - LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3 - NO INTERFERENCE WITH RAILROAD'S OPERATION.

No work performed by Licensee shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad, its lessees, licensees or others, unless specifically permitted under this Agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof. When not in use, Licensee's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no crossings of Railroad's tracks except at existing open public crossings.

Section 4 - PERMITS.

Prior to beginning any work, the Licensee, at its sole expense, shall obtain all necessary permits to perform any work contemplated by this Agreement.

Section 5 - MECHANIC'S LIENS.

The Licensee shall pay in full all persons who perform labor or provide materials for the work to be performed by Licensee. The Licensee shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against any property of the Railroad for any such work performed. The Licensee shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 6 - FIBER OPTIC CABLE SYSTEMS.

Docusign Envelope ID: F4F85B44-FF36-87B9-822F-084B19EC624D

In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Licensee shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 7 - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, the Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and indemnify the Railroad for any such fine, penalty, cost or charge, including without limitation attorneys' fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

Section 8 - SAFETY INSTRUCTIONS.

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work pursuant to this Agreement. As reinforcement and in furtherance of overall safety measures to be observed by the Licensee (and not by way of limitation), the following special safety rules shall be followed:

A. The Licensee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Licensee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Licensee shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Licensee shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage or illegally obtained drug, narcotic or other substance that may inhibit the safe performance of work by an employee.

B. The employees of the Licensee shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective footwear. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes or other shoes that have thin soles or heels that are higher than normal. In addition, the Licensee shall require its employees to wear personal protective equipment as

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specified by Railroad rules, regulations or Railroad officials overlooking the work at the job site. In particular, the protective equipment to be warn shall be:

(1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Licensee's or subcontractor's company logo or name.

(2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and

(3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.

C. All heavy equipment provided or leased by the Licensee shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Licensee's or any of its subcontractors' equipment is unsafe for use on the Railroad's right-of-way, the Licensee, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

Section 9 - INDEMNITY.

A. As used in this Section, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (i) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and (ii) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).

B. As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this Agreement, a breach of the Agreement or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance of this Agreement; regardless of whether caused solely or contributed to in part by the negligence or fault of the Railroad.

C. Any liability of either party hereunder to one of its employees under any Workers' Compensation Act or the Federal Employers' Liability Act shall not be questioned or in any way challenged by the other party, nor shall any jury or court findings, resulting from any employee's suit against either party pursuant to any such Act(s), be relied upon or used by either party in any attempt to assert common law liability against the other.

Section 10 - RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Licensee to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Licensee, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Railroad, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, arising from the taking down of any fence or the moving or disturbance of any other property of the Railroad.

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Section 11 - WAIVER OF BREACH.

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof.

Section 12 - ASSIGNMENT – SUBCONTRACTING.

The Licensee shall not assign, sublet or subcontract this Agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Licensee permission to subcontract all or any portion of the work herein described, the Licensee is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

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EXHIBIT C

Union Pacific Railroad
Contract Insurance Requirements
Right of Entry Agreement

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:
Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Licensee must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

Docusign Envelope ID: F4F85B44-FF36-87B9-822F-084B19EC624D

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26, (or substitute form(s) providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSEE AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed..

I. Licensee waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Licensee required by this agreement.

J. Prior to commencing the work, Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

City of Broken Arrow

Request for Action

File #: 26-670, **Version:** 1

Broken Arrow City Council
Meeting of: 05/19/2026

Title:
Approval of and authorization to use of Sales Tax Capital Improvement Funds to remount an existing Horton Ambulance (2425), replace damaged components, and repair existing body damage

Background:
The Fire Department is requesting approval to remount the existing Horton Ambulance patient compartment, replace damaged components, and repair existing body damage at a total cost of $192,500.00. Funding for this purchase is budgeted and available through the Sales Tax Capital Improvement Fund (STCI) as outlined in Budget Amendment #27.

Unit 2425 was involved in a motor vehicle collision while transporting a patient in January 2026. Following evaluation of the damage, the cab and chassis were determined to be structurally damaged beyond repair. However, the patient compartment (ambulance box) remained suitable for reuse through a remount process onto a new cab and chassis.

Remounting the ambulance provides significant cost savings compared to the purchase of a new ambulance while helping maintain an adequate fleet of reliable ambulances to respond to emergencies within the City of Broken Arrow.

Industrial Truck Equipment in Oklahoma City, Oklahoma, has been identified as the lowest responsible bidder among known vendors that routinely perform ambulance remount services. Pricing is based on cooperative purchasing rates available through Sourcewell.

Cost: $192,500.00

Funding Source: STCI

Requested By: Jeremy Moore, Fire Chief

Approved By: City Manager's Office

Attachments: Quote_ITE_Remount and Repair_2425

Recommendation:
Approve and authorize the use of existing available Funds to remount an existing Horton Ambulance (2425),

replace damaged components, and repair existing body damage.

Industrial Truck Equipment
3400 South Thomas Road
Oklahoma City, OK 73179

Quote

Date	Estimate #
5/13/2026	104198

Name / Address	Ship To
City of Broken Arrow P.O. Box 610 Broken Arrow, OK 74013-0610	City of Broken Arrow 1700 W. Detroit St. Broken Arrow, Okla. 74012

Contract #	P.O. No.	Terms	Rep	FOB	VIN #
		Due on Receipt	JH		

Item	Description	Qty	Per Unit	Total
	Sourcewell Contract -City of Broken Arrow SourceWell Accouont# 67325			
np	Chassis Specifications: - 2025 F550 4x4 Regular Cab XLT - 193" Wheelbase - 6.7L Power Stroke V8 Diesel - 10-speed Automatic TorqShift -Liquid Springs -Polished Alum. Wheels Requested Services: - Remount, recertify, and transition all components and equipment to the new chassis. - Remove Air Bags in Box - Repair the existing box. Only Damaged area - Paint the cab and the repaired box in the City of Broken Arrow colors. - Redecal the New cab and damaged are of box.	1	192,500.00	192,500.00
	Based on NFPA and CAAS GVS 4.0 documents, there are no requirements stating that airbags are mandatory			
	Please note that a 50% down payment is required to get this project started. Additionally, the chassis cab is currently ready and available.			

NOT RESPONSIBLE FOR LOST OR STOLEN GOODS, DAMAGES OR ACTS OF NATURE

Phone #	Fax #
405-688-6100	405-688-6102

Subtotal	$192,500.00
Sales Tax (0.0%)	$0.00
Total	$192,500.00

Estimates are valid for 15days. Pricing is subject to change.
A 3% Convenience Fee Will Be Added To Credit Card Payments.

City of Broken Arrow

Request for Action

File #: 26-591, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:
Approval of and authorization to award the sole responsive bid to Brinks for RFP No. 26.139, Armored Truck Services

Background:
The Purchasing Department issued Request for Proposal Packet No. 26.139 on behalf of the Finance Division, seeking cash pickup and delivery service on an as-needed basis. The solicitation was publicly posted on the City of Broken Arrow's website and advertised in the Tulsa World. The bid opening took place on March 4, 2026, and resulted in the receipt of two bids.

Upon review, it was determined that the submission from GardaWorld Cash Services submitted incomplete signature and was disqualified.

After careful evaluation, staff recommends awarding the sole responsive bid received to Brinks at this time.

Cost: Rates listed on bid doc's

Funding Source: Various Street Project Funding Sources

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: 26.139 Signed Bid Tab, Brinks Bid Doc's

Recommendation:
Approve and authorize an award to the sole responsive bid to Brinks for RFP No. 26.139, Armored Truck Services.

BROKEN ARROW
Where opportunity lives

Bid 26.139 - Armored Truck Services

Description		Bidders	
The City of Broken Arrow reserves the right to award this contract to one or more armored vehicle service providers. If multiple vendors are awarded, service assignments may be rotated as determined by the City. If a selected vendor is unable to provide scheduled or requested cash pickup services within the required timeframe, the City reserves the right to utilize another authorized service provider. All contractors shall comply with all applicable local, state, and federal laws, regulations, and industry standards governing armored vehicle and cash handling services.		Brink	GardaWorld Cash Services (Disqualified-did not complete signature pages)
Notary Public Commission Expires		**9/5/2027**	
Pricing Summary		**Monthly Rate Per 6 Min Stop per location**	**Monthly Rate Per 6 Min Stop per location**
City Hall	5 times a week	$1,624.88	$790.90
Central Community Center	5 times a week	$1,473.22	$790.90
Family Aquatic Center	2 times week-seasonal	$589.29	$323.55
Neinhuis Community Center	5 times a week	$1,473.22	$790.90
Neinhuis swimming pool	2 times week-seasonal	$589.29	$323.55
Country Aire poole	1 time a week	$294.64	$155.66
Justice Center	5 times a week	$1,473.22	$790.90
Price Summary - Rates and Charges		**$7,517.76**	**$3,966.36**

Bid 26.139 - Armored Truck Services
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (7) seven vendors with (2) two vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze

Ryan Baze, General Services Director

3/25/2026

Date

BIDDERS NAME: Brinks Inc.

ATTACHMENT A - PRICING SUMMARY

RATES AND CHARGES

Note: In addition to the line price listed, there will be a 6.5% security surcharge, a 2.5% environmental fee, and a variable fuel surcharge which can be found at: https://us.brinks.com/fuel-surcharge

Locations to be Serviced	Service Frequency	Monthly Rate Per 4 Min Stop per location	Monthly Rate Per 6 Min Stop per location
City Hall – 116 E Dallas St, Broken Arrow, OK 74012	5 times a week	$1,408.23	$1,624.88
Central Community Center – 1500 South Main St, Broken Arrow, OK 74012	5 times a week	$1,258.65	$1,473.22
Family Aquatic Center – 1400 South Main St, Broken Arrow, OK 74012	2 times a week-seasonal	$503.46	$589.29
Neinhuis Community Center – 3201 N 9th St, Broken Arrow, OK 74012	5 times a week	$1,258.65	$1,473.22
Neinhuis swimming pool– 3201 N 9th St, Broken Arrow, OK 74012	2 times a week-seasonal	$503.46	$589.29

Country Aire poole-100 N Fir Ave, Broken Arrow, OK 74012	1 times a week	$251.73	$294.64
Justice Center-2302 S 1st Place, Broken Arrow, OK , 74012	5 times a week	$1,258.65	$1,473.22

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Brink's, Incorporated

ATTACHMENT B - TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number: 26.139 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: Brink's, Incorporated

Date: 3-4-26

Company Name: Brink's, Incorporated

Address: 555 Dividend Drive

Coppell (City) Texas (State) 75019 (Zip Code)

Email: Michael.Kuhl@brinks.com

X _____ Official Title: RFP CoE Leader

Please print or type name clearly: Heather Bush

Telephone: _____ Fax Number: _____

Federal Tax ID Number: 36-2478302

Subscribed and sworn to before me this 4 day of March 2026

My Commission Expires: 9-5-2027 _____ Notary Public (or Clerk or Judge)

Michael Angelo Canady
My Commission Expires
9/5/2027
Notary ID129805772

~~THIS BID IS~~ INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Brink's, Incorporated

ATTACHMENT D - INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Texas

COUNTY OF: Dallas

Heather Bush, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow, either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

N/A

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X Heather Bush

Subscribed and sworn to before me this 4 day of March 2024

My Commission Expires: 9-5-2027

Notary Public (or Clerk or Judge)

Michael Angelo Canady
My Commission Expires
9/5/2027
Notary ID129805772

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Brink's, Incorporated

ATTACHMENT E - PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Texas

COUNTY OF: Dallas

Heather Bush, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of _, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:
   - a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer,
   - b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
   - c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X Heather Bush

Subscribed and sworn to before me this 4 day of March 2024

My Commission Expires: 9-5-2027

Notary Public (or Clerk or Judge)

Michael Angelo Canady
My Commission Expires
9/5/2027
Notary ID 129805772

~~THIS BID IS~~ INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

City of Broken Arrow

Request for Action

File #: 26-666, **Version:** 1

Broken Arrow City Council
Meeting of: May 19, 2026

Title:
Approval of and authorization to award Bid No. 26.148 Opioid Abatement utilizing funds from Opioid Abetment Settlement Fund, Project No. 2630410 to Omni Institute and approval of and authorization to execute Budget Amendment Number 30 for Fiscal Year 2026

Background:
The City of Broken Arrow issued Bid No. 26.148 seeking proposals from qualified organizations to conduct a comprehensive Community Needs Assessment in support of opioid abatement efforts within the City of Broken Arrow. This project will be funded through Opioid Abatement Settlement Funds and is intended to assist the City in identifying strategic, evidence-based investments related to opioid prevention, treatment, harm reduction, recovery services, and community intervention efforts.

The selected consultant will be responsible for completing a comprehensive assessment that includes data collection and analysis, stakeholder engagement, community surveys, gap analysis, regional analysis, best practice review, and strategic recommendations for future opioid abatement funding allocations. Deliverables will include a Community Needs Assessment Report, Strategic Action Plan, and presentation to City leadership and/or the City Council.

Bid No. 26.148 was opened on 04/13/2026. This solicitation was advertised on the City's website as well as in the Tulsa World. Bid invitations were sent to seven (7) vendors, with three (3) vendors submitting proposals.

Proposals were evaluated by personnel from the Police Department, Fire Department, and Accounting Division, with a total of five (5) evaluators participating in the scoring process. Evaluation criteria included experience and qualifications, project approach and methodology, understanding of project goals, cost proposal, and references.

Staff recommends awarding Bid No. 26.148 to Omni Institute based on the evaluation scores submitted by the review committee. Evaluators identified Omni Institute's project approach and methodology as major strengths within the proposal, noting that the submission provided significantly greater detail and demonstrated a stronger overall understanding of the project goals compared to the other vendors.

Crescendo submitted the lowest cost proposal and was considered a close second choice among the evaluation group. Crescendo received the highest score within the cost category due to its cost efficiency. However, the evaluation committee placed significant emphasis on overall quality, experience, and project approach, as funding for this project will be derived from opioid abatement settlement funds intended to support long-term community impact and strategic planning efforts.

Staff recommend award of Bid No. 26.148 to Omni LLC based on the evaluation of the proposals submitted.

Cost: $81,760

Funding Source: Fund 349, Opioid Abatement Settlement Fund, Project #2630410

Requested By: Lance Arnold, Chief of Police

Approved By: Broken Arrow City Council

Attachments: Signed Bid Tab 26.148, Omni Institute Bid Doc's budget amendment #30

Recommendation:
Approval of and authorization to award bid No. 26.148 Opioid Abatement utilizing funds from Opioid Abetment Settlement Fund, Project No. 2630410 and approval of and authorization to execute Budget Amendment Number 30 for Fiscal Year 2026.

Omni

April 23, 2026

Omni Institute Proposal

Opioid Abatement Community Needs Assessment

Opioid Abatement Community Needs Assessment

Submitted to:

City of Broken Arrow

1700 West Detroit Street

Broken Arrow, OK 74012

For more information, please contact:

Eden Griffin, PhD (she/her)

Project Oversight

egriffin@omni.org

(303) 839-9422 ext. 154

Meredith Smith (she/her)

Proposal Manager

proposals@omni.org

(303) 839-9422 ext. 148

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Cover Letter

Dear Curt Poole and the City of Broken Arrow Purchasing Team,

Omni Institute (Omni) is pleased to submit this proposal to conduct a comprehensive Community Needs Assessment to direct the City of Broken Arrow's opioid abatement efforts. We are grateful for this opportunity and appreciate the City's commitment to taking a strategic, evidence-based approach to deploying opioid settlement funds in service of the Broken Arrow community.

Omni is a nonprofit social science consultancy founded in 1982. For over 40 years, we have partnered with communities, government agencies, and nonprofits to provide research, evaluation, and capacity-building services to foster understanding, guide collaboration, and inform action to accelerate positive social change. We bring extensive experience in substance use disorder assessment and planning efforts, both broadly across prevention, harm reduction, treatment, and recovery, as well as specifically to opioids.

40+ years of experience working with local communities to conduct behavioral health needs assessments	**10+** current or recently completed opioid settlement-funded projects	**96%** of our clients report that they would work with Omni again if given the opportunity

Omni's national portfolio of opioid planning and evaluation experience spans states such as North Carolina, Virginia, Colorado, North Dakota, and Wyoming, bringing a depth of experience that few organizations can match. This experience means that when we partner with Broken Arrow, we bring not only a proven methodology, but also hard-won knowledge of what works—and what doesn't—in communities navigating the complexities of opioid abatement planning. Broken Arrow will benefit from lessons learned and best practices drawn from years of directly comparable work.

The team that we are proposing brings together Omni's strongest opioid abatement expertise. Eden Griffin, PhD, will provide project oversight, drawing on her leadership of Omni's opioid portfolio of work. Shon Reed, PhD, will serve as Project Lead and brings current and recent experience leading opioid strategic planning needs assessments and strategic planning across Virginia, Colorado, and North Carolina, as well as leading North Dakota's State Opioid Response grant evaluation. Together with Bianca Gonzalez-De la Rosa and Devanae Allen, who will lead qualitative and quantitative efforts for the project, the team brings the experience, collaborative spirit, and methodological rigor that this work deserves.

We look forward to the opportunity to support the City of Broken Arrow in this important work. Please do not hesitate to reach out with any questions about this proposal.

Sincerely,

Katie Gelman, DrPH, Co-CEO (Authorized Representative)
kgelman@omni.org | 303.839.9422 x. 143

Project Approach and Methodology

Omni's approach to the City of Broken Arrow's (the City's) Community Needs Assessment is rooted in our belief that effective opioid abatement planning begins with genuinely understanding a community—its data, its strengths, its gaps, and the voices of the people most affected. We organize our work around our proven ***3D Framework*: Design, Discover, and Deliver**—three phases that together produce a needs assessment that is rigorous, community-informed, and ready to drive action.

DESIGN: Set a Foundation

The Design phase establishes the shared understanding and infrastructure needed to make the entire project successful. Omni will begin with a **project kickoff meeting** with City leadership and the contract administrator to align on objectives, confirm the scope of work and timeline, establish communication norms, and discuss priorities for community engagement. We will solicit relevant context from City staff, including current successes and challenges that may be addressed in the project design. We will leverage our core values of *Inquiry* to ask questions critical to understanding what a successful process and vendor relationship looks like to the City, and *Connection* to establish the trust and rapport to have open lines of communication and to build authentic relationships for a strong partnership.

During this phase, we will also conduct a **landscape review**, examining existing plans, prior assessments, local data sources, and any current initiatives related to opioid prevention, treatment, harm reduction, and recovery in Broken Arrow. This background review ensures that our data collection activities build on what is already known rather than duplicating existing work.

Based on the kickoff meeting and landscape review, we will finalize a detailed **Project Work Plan and Timeline** (Deliverable 1) in collaboration with the City, which will serve as a living document charting progress throughout the project. This document will include key information such as deliverable milestones, task completion dates, and task ownership. Upon finalization of the project

work plan, we will work with the City to develop a list of key stakeholders to engage in needs assessment activities to ensure inclusion of key populations of interest and to begin the process of planning efforts for recruitment. Omni will lead all stakeholder recruitment efforts, drawing on our experience engaging across sectors in opioid abatement projects nationally. We will keep the City informed of our outreach strategy and welcome any introductions that the City is able to facilitate. We have found in our prior work that Omni-led stakeholder outreach that includes a warm handoff from City leadership helps to ensure representation from key community leaders and decision-makers who will eventually be the champions to support project implementation and sustainability.

DISCOVER: Employ Rigorous, Collaborative Methods

The Discover phase is the heart of the needs assessment process. Omni will gather and synthesize data from multiple sources to build a comprehensive, community-grounded foundation for strategic decision-making. To achieve this, we will engage in the following activities.

Secondary Data Collection and Analysis: Omni will compile and analyze existing quantitative data related to opioid use, overdose rates, mortality, prescribing trends, emergency response data, and related indicators at the city and county level. We will draw on publicly available data sources—including Oklahoma State Department of Health vital statistics, ODMAP, and SAMHSA's National Survey on Drug Use and Health—to identify trends, high-risk populations, and geographic areas of concern within the City. We will also access City-held data sources, including fire/EMS naloxone administration records and police incident data, in coordination with our City data contact to ensure that our quantitative analysis reflects the most complete and locally specific picture of opioid impact in Broken Arrow. Of note, Omni has recently partnered with *mySidewalk* (https://www.mysidewalk.com), a community data library with zip code-level health data where available, to efficiently summarize key demographic and health data across a variety of sources.

In addition to all publicly available and City-held secondary data, we will work with the City to identify any additional data owners from which Omni can request non-public data as needed. We will seek subpopulation data wherever available (for example, to identify differences between demographic groups). We are also aware that Broken Arrow sits within the historic reservation boundaries of the Muscogee (Creek) Nation, and that tribal citizens represent a meaningful segment of the City's resident population. Where subpopulation data is available, we will examine opioid-related indicators for Native American residents and flag data gaps where tribal-specific data is unavailable at the city level. Throughout this process, Omni will keep the City informed in regular meetings on our progress in gathering data and communicating with partners.

In our analysis, we will identify key trends in terms of disparities across different subpopulations, changes in indicator data over time, and comparisons to the state or surrounding region to highlight both strengths and areas of need. This analysis will form the foundation of our Data Analysis Report (Deliverable 4).

We will also document where gaps in the data exist (some data may only be available at the state or region level, and data for specific sub-populations may be limited). While we may not be able to fill these gaps in the assessment process, our team will systematically track data limitations (such as incomplete or outdated data sets) and gaps that we encounter in each of the areas of focus to include in the Gap Analysis report (Deliverable 5).

Community Prioritization Survey: A cornerstone of Omni's opioid abatement needs assessment process is a structured prioritization survey that we have developed and refined across our national portfolio of opioid settlement projects. This survey is designed to gather community and vested partner input on the relative priority of potential opioid abatement strategies—spanning prevention, treatment, harm reduction, and recovery—and to ensure that the voices of a broad cross-section of Broken Arrow residents and service providers inform the final recommendations. We will work with the City to tailor the survey instrument to the local context and identify the most effective distribution channels, including digital and paper formats, to maximize reach and representation. Survey instruments and summary results will be provided as Deliverable 2.

Stakeholder Interviews and Focus Groups: To complement the survey and secondary data, Omni will conduct key informant interviews and/or focus groups with representatives across the sectors most relevant to opioid abatement in Broken Arrow. This will include law enforcement, fire and EMS, healthcare providers, behavioral health providers, schools, community-based organizations, and, critically, individuals with lived experience with substance use. We also recognize that the City's cross-training relationship with the Light Horse Tribal Police represents an existing point of connection to the tribal community. Where appropriate and feasible, Omni will explore whether outreach to tribal community members, particularly individuals with lived experience, can be incorporated into our stakeholder engagement activities, ensuring that this population's perspectives are represented in the assessment findings. Centering the voices of the people most impacted by the opioid crisis is essential to developing recommendations that are grounded in community reality, not just administrative data.

Omni's team includes bilingual English/Spanish capacity through Bianca Gonzalez-De La Rosa, enabling us to engage Spanish-speaking community members directly and without the use of interpreters where needed. Omni will also provide modest compensation (e.g., gift cards) to community members and individuals with lived experience who participate in data collection activities outside of their professional duties, in recognition of their time and the value of their contribution. Following the interviews/focus groups, Omni will conduct a thorough qualitative analysis to highlight key themes that arose from conversations with key stakeholders across the substance use system of care. A Stakeholder Engagement Summary (Deliverable 3) will document these methods and key themes.

Gap Analysis: Drawing on both secondary data and primary data collection, Omni will evaluate the current landscape of prevention, treatment, harm reduction, and recovery services in Broken Arrow, mapping what exists, where duplication occurs, and where gaps in access and availability are most acute. To support the gap analysis, we will compile an inventory of local and regional service providers and key characteristics of their services. First, we will establish the set of characteristics that we will seek to include (see the table below for a proposed inventory structure). Omni will map identified services and gaps against the allowable uses of opioid abatement settlement funds under Oklahoma's settlement frameworks, ensuring that strategic recommendations align with permissible funding categories. Further, Omni has developed and maintains a list of evidence-based and evidence-informed practices through our ongoing opioid contracts and internal Opioid Leadership Team.

Proposed Structure for Service Provider Inventory
Type of agency (Government, Non-profit, Private)
Populations served (Older adults, Adults, Youth, Caregivers/families of individuals with opioid use disorder, Specific demographic subpopulations)
Type of services provided: • Prevention services (e.g., community education activities, media campaigns, coalition capacity building) • Harm reduction services (e.g., naloxone distribution and administration, fentanyl test strip distribution) • Treatment services (e.g., inpatient services, outpatient services, medication for opioid use disorder [MOUD], detox services) • Recovery services (e.g., peer recovery specialists, recovery community organizations, housing, and alternative court programs) • Intersecting services (e.g., justice-related programs, employment, housing, transportation) • Policy or advocacy services (e.g., non-profit organizations or policy groups)
Geographic availability of services (Within Broken Arrow, In the broader Tulsa metro area, In Wagoner County and surrounding areas)
Additional relevant information regarding service provision and opportunities for partnership (Organizational mission, Length of service provision, Available information on organizational capacity to deliver services or typical waitlist, State or local policies that impact opioid use or services [e.g., Good Samaritan laws for reporting an overdose, PMP use guidelines])

Once we agree on the final set of characteristics with the City, we will work to locate that information for each agency in the City in a systematic web-based data-gathering process. Our systematic process of documenting agency information will allow for basic analysis of the most common types of services available and where gaps exist, including structural and demographic barriers that prevent community members from accessing needed services. After compiling an initial list of agencies, we will seek feedback from the City to ensure that we have listed all agencies that are known to the team. This work, as well as its integration with secondary and primary data, will be documented in the Gap Analysis Report (Deliverable 5). The service provider inventory can also serve as a distinct deliverable that can be utilized by Broken Arrow to catalog existing services.

Regional Analysis: Omni will analyze disparities in opioid-related services and outcomes across urban, suburban, and rural areas within and around Broken Arrow, and will identify specific challenges faced by different demographic groups. Given Broken Arrow's geographic and jurisdictional context, we will pay particular attention to the experiences of Native American, Hispanic, African American, and other non-white residents as demographic subgroups, examining whether opioid-related data, service availability, and barriers to access differ for these populations compared to the broader city population. Omni will begin with analysis of data within Broken

Arrow's city limits as the primary geographic boundary and then will draw on data from the broader Tulsa metro area and surrounding municipalities (including Wagoner County) to provide essential regional context and benchmark local conditions against comparable communities. This regional lens is critical for ensuring that opioid settlement funds are directed toward the geographic areas and populations with the greatest need. Findings from secondary data and the gap analysis will be presented in the Regional Analysis Report (Deliverable 6).

Best Practices Review: Throughout the Discover phase, Omni will synthesize data being collected to identify evidence-based and promising practices that may be applicable to Broken Arrow based on comparisons to other communities similar in size, demographics, and geographic context. We will also draw from the best practice literature such as Johns Hopkins' Principles for the Use of Funds from the Opioid Litigation, resources from the Duke Margolis Center for Health Policy, and cost/benefit and return on investment [ROI] information on opioid settlement spending from the Washington State Institute for Public Policy [WSIPP]. Further, our national opioid portfolio and opioid engagements position us to draw on real-world examples from comparable communities—in addition to research literature—when identifying strategies with the highest potential for impact. Omni has also developed and maintains a list of evidence-based, evidence-informed, and innovative practices through our ongoing opioid contracts and internal Opioid Leadership Team that we can reference and incorporate into strategic recommendations for Broken Arrow.

DELIVER: Turn Toward Action

The Deliver phase transforms the data and community input gathered in the Discover phase into clear, accessible, and actionable products for City leadership, the City Council, and the Broken Arrow community.

Omni will produce a **Draft Community Needs Assessment Report** (Deliverable 7) for City review and feedback, followed by a **Final Community Needs Assessment Report** (Deliverable 8) incorporating all revisions. These reports will draw upon the full body of work completed during the Discover phase—including the community prioritization survey results, stakeholder engagement summary, data analysis report, gap analysis report and service provider inventory, and the regional analysis report—to produce a comprehensive, integrated picture of Broken Arrow's opioid landscape and the community's priorities for addressing it. All deliverables will be visually engaging, accessible to community and leadership audiences, and provided in both electronic and presentation-ready formats.

Beyond the assessment itself, Omni will develop a **Strategic Action Plan with Recommendations** (Deliverable 9) that translates findings into actionable, prioritized recommendations aligned with allowable opioid abatement fund uses. Rather than a list of generic recommendations, Omni's action plan will include guidance on funding allocation priorities, implementation steps, and considerations for equity and access. For example, if the needs assessment reveals that tribal community members represent a significant segment of those affected by the opioid crisis in Broken Arrow, Omni's Strategic Action Plan will include recommendations for culturally responsive service access and, where applicable, opportunities for coordination with tribally-operated programs.

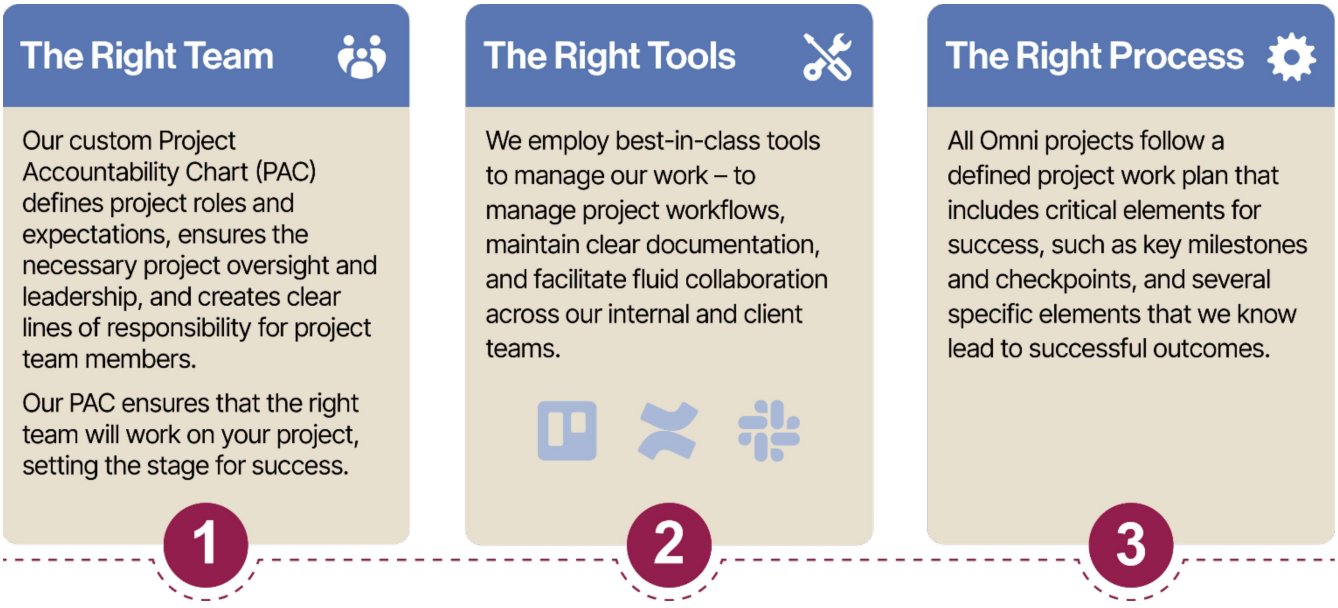
Finally, Omni will prepare and deliver a formal **Presentation to City Leadership and City Council** at a public Council meeting (Deliverable 10) to present findings, facilitate discussion, and support the City in building the internal alignment needed to move forward with confidence.

Optional: Facilitated Strategy Selection Meeting

Following the final presentation of the Strategic Action Plan and Recommendations, Omni can offer a 2- to 3-hour facilitated meeting with City Leadership to move recommendations forward into official strategy selections that will inform future funding allocations and RFP processes for opioid settlement-funded service provision. This meeting would build upon the final presentation of data and needs assessment report to develop a shared mission, vision, and values for Broken Arrow's opioid abatement funding process; as well as a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis to surface capacity constraints, feasibility considerations for implementation, and opportunities to leverage other funding sources to increase impact. Ultimately, this meeting is designed to support the selection of opioid abatement priorities that will have the greatest potential for impact in Broken Arrow.

Project Management and Quality Assurance

Through decades of client engagement, we also know that the success of high-quality research and evaluation depends on effective project management practices. Our *Proven Approach* to project management combines the right team, tools, and process to manage and execute projects with accountability, efficiency, and high quality. Shon Reed will serve as the primary point of contact for day-to-day project management, with Eden Griffin providing senior oversight and quality assurance across all deliverables.



The Right Team: Our custom Project Accountability Chart (PAC) defines core project roles and expectations for all team members and ensures the necessary project oversight and leadership

while creating clear lines of responsibility for project team members. Our PAC ensures that the right team will work on your project, setting the stage for success, including:

- Identifying the relevant methodological and content expertise needed for this specific project.
- Optimizing team size and capacity to meet budget and project delivery needs.
- Differentiating roles and responsibilities to ensure efficient execution of the work.

The Right Tools: We employ *best-in-class tools* to manage our work—including Trello, Confluence, and Slack—to manage project workflows, maintain clear documentation, and facilitate fluid collaboration across our internal and client teams.

The Right Process: All Omni projects follow a defined project work plan that includes critical elements for success, such as key milestones and checkpoints, and several specific elements that we know lead to successful outcomes, including:

- Establishing shared communication norms to ensure optimal communication frequency and alignment with client preferences.
- An intentional client meeting schedule to maintain work plan and budget alignment, solve project challenges, share project updates, and gain critical feedback and insights at key points in the project.
- An independent feedback survey sent from our client success team—administered at the start, mid-point, and completion of projects—to monitor project team performance and client satisfaction.
- Ongoing internal account review meetings with our executive leadership to monitor project performance, provide oversight, and leverage senior-level experience to continuously improve project outcomes.

Through Omni's *3D Framework* and *Proven Approach*, we deliver rigorous, high-quality research and evaluation services that meet—or exceed—client needs. Client feedback indicates that we exceed expectations with respect to asking the right questions to advance project goals, communicating clearly, and being responsive to changing circumstances throughout the project. Nearly all of our clients (96%) indicate that if given the opportunity, they would work with Omni again.

Organizational Background

About Omni Institute

Omni is a nonprofit social science consultancy founded in 1982 and headquartered in Denver, Colorado, with staff located throughout the country. For over 40 years, we have provided integrated research, evaluation, strategic planning, and capacity-building services to government agencies, nonprofits, and foundations working to advance positive social change. We employ more than 50 professionals, ranging from research associates and data specialists to PhD-level senior researchers and directors, and currently manage more than 60 active projects across the country. We operate by four core values: Inquiry to uncover the best possible solutions to

challenges, Agility in our approach, Accountability for our work, and a true Connection to our clients and the communities they serve.

Our primary areas of expertise are Behavioral Health, Community Health, Children & Families, Economic Security, and Justice. Our dual expertise in research and evaluation and organizational development makes us uniquely effective in supporting agencies and communities in data-driven decision-making. We do not simply produce reports — we partner with clients to ensure that findings are understood, trusted, and put to work.

Relevant Experience with Similar Projects

Omni has built one of the most extensive opioid abatement needs assessment and planning portfolios of any social science consultancy in the country. The projects described below represent our most directly comparable experience to the work that the City is seeking.

Colorado Region 4 Opioid Abatement Council (2022–Present): Since 2022, Omni has supported Northeast Colorado's Region 4, a 10-county council, through assessment, planning, implementation, and evaluation of their opioid settlement funding. Our work included secondary data analysis, key informant interviews, a prioritization survey, and facilitated council sessions to identify regional priorities aligned with allowable settlement fund uses. Omni developed and finalized Region 4's Two-Year Opioid Abatement Plan and has continued to support implementation, including an RFP process to select funding recipients and ongoing evaluation of funded activities.

Loudoun County, Virginia Opioid Strategic Planning (2025–Present): Omni is currently supporting Loudoun County, Virginia in facilitating a strategic planning process to guide the allocation of their opioid abatement funding. Our work has included an extensive review of existing services and data, a provider-focused survey, more than a dozen listening sessions across sectors—including individuals with lived experience, public safety, healthcare and behavioral health providers, education, and community-based organizations—and key informant interviews. Omni is synthesizing this data into a strengths and needs assessment and coordinating an opioid advisory workgroup and strategic planning process to culminate in a county strategic plan.

North Carolina Region A Opioid Abatement Planning (2023–2024): Omni supported the seven-county Southwestern Commission, known as Region A, in conducting a comprehensive regional needs assessment and strategic plan for the use of opioid settlement funds. Our work included regional data snapshots of opioid-related secondary data and social determinants of health indicators, a community prioritization survey, focus groups, and key informant interviews. We facilitated multiple strategic planning sessions with regional leadership to review and analyze data and determine funding priorities, and we produced both a regional strategic plan and aligned county-level plans.

Beyond these listed examples, our broader opioid portfolio includes strategic planning, assessment, and evaluation projects with Botetourt County (VA), City of Martinsville and Henry County (VA), Warren County (VA), City of Suffolk (VA), Patrick County (VA), Loudoun County (VA); and Colorado's Regions 5, 10, and 12. In addition, Omni conducts evaluation of statewide opioid efforts, including Virginia and North Dakota's State Opioid Response (SOR) funding and Wyoming's CDC-funded Overdose Data to Action (OD2A) grant. Across these projects, we have consistently

delivered complete assessments, strategic plans, and evaluations on time and on budget, earning strong client satisfaction and references. Nationally, we have worked with the CDC Foundation on strategic planning for their Opioid Response Strategy and have supported HRSA Rural Community Opioid Response Program (RCORP) grantees, as well as served as the evaluator for numerous SAMHSA and CDC-funded opioid-related funding streams.

Across these projects and our broader national portfolio, Omni brings a depth of experience conducting opioid needs assessments and strategic planning efforts that are directly applicable to what the City of Broken Arrow is seeking to accomplish. We understand the complexity of opioid settlement planning—the data, stakeholder dynamics, community engagement challenges, and the pressure to make funding decisions that are both evidence-based and community-supported. We bring not only the methodology, but the hard-won practical knowledge to help Broken Arrow navigate that process with confidence.

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Project Team

Omni has assembled a team with deep, directly relevant expertise in opioid abatement needs assessment, mixed method data collection, facilitation, and project management. Each team member brings specific skills that align with the demands of this project, and together they reflect Omni's commitment to pairing methodological rigor with authentic community partnership.

Eden Griffin, PhD (she/her)

Project Role: Project Oversight

Dr. Griffin is a Director at Omni and oversees needs assessment, strategic planning, and evaluation projects with a focus on behavioral health and the substance use continuum of care. Dr. Griffin oversees the majority of Omni's opioid portfolio of work, including work in Virginia, Alabama, and Colorado. In addition, she currently oversees large-scale mixed-method evaluations of statewide substance use prevention projects, including for the SUBG-Prevention set aside and SOR Grant-Prevention set aside in Virginia, as well as SPF-PFS and SPF-Rx projects in Alabama. She brings extensive experience designing and overseeing mixed-method evaluations, providing assessment and strategic planning support, and delivering training and technical assistance that strengthens local data capacity and drives evidence-based decision-making. Dr. Griffin also oversees Omni's Best Practice Teams and leads Omni's Opioid Abatement Leadership Team. In her oversight role on this project, Dr. Griffin will provide senior quality assurance across all deliverables, support overall project management, and bring her national opioid expertise to bear on key analytical and strategic questions.

Education: PhD and MA, Human Development and Family Sciences, University of Texas at Austin; BA, Psychology (summa cum laude), University of Colorado, Boulder

Relevant Project Experience:

- Loudoun County, VA Opioid Strategic Planning (Project Oversight)
- Warren County, VA Opioid Strategic Plan (Project Oversight)
- Martinsville/Henry County, VA Opioid Strategic Plan (Project Oversight)
- Patrick County, VA Opioid Misuse Needs Assessment (Project Oversight)
- City of Suffolk, VA Opioid Needs Assessment (Project Oversight)
- Colorado Consortium Naloxone Saturation Landscape Analysis (Project Oversight)
- Virginia State Opioid Response (SOR) Grant Evaluation (Project Oversight)
- Alabama SPF-Rx Grant Evaluation (Project Oversight)
- Colorado Region 4 Opioid Council Evaluation (Project Consultant)
- Virginia Substance Use Block Grant Evaluation (Project Oversight)

Shon Reed, PhD (he/him)

Project Role: Project Lead

Shon Reed is a Senior Research Manager at Omni with over a decade of social science experience and deep expertise in quantitative, qualitative, and mixed methods approaches. He leads Omni's Qualitative Best Practices Team and serves on the Opioid Settlement Team, helping localities strategically plan and maximize the use of their settlement funding. Before joining Omni in 2023, Dr. Reed was an Assistant Professor of Sociology and Criminal Justice at Old Dominion University. At Omni, he has led and supported opioid-related strategic planning and evaluation efforts in North Carolina, Virginia, North Dakota, and Colorado, including conducting interviews, focus groups, and surveys with people with lived experience, families, and service providers. He holds a PhD in Criminology and Criminal Justice from the University of Nevada, Las Vegas.

Education: PhD, Criminology and Criminal Justice, University of Nevada, Las Vegas; MA and BA, Criminal Justice, University of Nevada, Las Vegas

Relevant Project Experience:

- North Carolina Region A Opioid Strategic Planning (Survey Lead)
- Loudoun County, VA Opioid Strategic Planning (Project Lead)
- Warren County, VA Opioid Strategic Planning (Data Lead)
- Martinsville/Henry County, VA Opioid Strategic Planning (Data Lead)
- Botetourt County, VA Opioid Strategic Planning (Opioid Abatement Specialist)
- North Dakota State Opioid Response (SOR) Evaluation (Project Lead)
- City of Suffolk, VA Opioid Needs Assessment (Data Lead)
- Colorado Region 4 Opioid Council Evaluation (Evaluation Lead)
- Colorado Region 12 Opioid Council (Evaluation Lead)
- Colorado Region 10 Gateway to the Rockies Opioid Council (Evaluation Lead)
- Colorado Consortium Naloxone Saturation Landscape Analysis (Project Specialist)

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Bianca Gonzalez-De La Rosa (she/they)

Project Role: Qualitative Lead

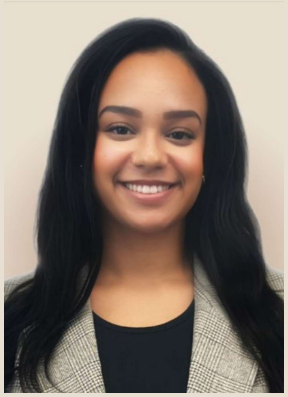
Bianca Gonzalez-De La Rosa is a Researcher at Omni who bridges clinical experience and community impact, bringing expertise in evaluation, facilitation, needs assessment, and qualitative data collection in both English and Spanish. She is committed to translating data into meaningful community change and brings particular strength in community listening sessions, stakeholder engagement, and centering equity throughout the research process. As Qualitative Lead, Bianca will design and facilitate qualitative data collection, support the prioritization survey process, and ensure that all engagement activities are inclusive, accessible, and grounded in community voice.

Education: MSW, University of Denver; BA, Metropolitan State University of Denver.

Relevant Project Experience:

- Virginia Substance Use Block Grant Evaluation (TA and Data Specialist)
- Virginia State Opioid Response (SOR) Grant Evaluation (TA and Data Specialist)
- Denter Support Team Assisted Response (STAR) Subgrantee Evaluation (Project Lead)
- Medford Problem Gambling Needs Assessment and Strategic Planning (Qualitative Lead)
- Colorado's Workforce Innovation and Opportunity Act Evaluation (Project Lead)

Devanae Allen (she/her)



Project Role: Quantitative Lead and Project Coordinator

Devanae Allen is a Research Associate at Omni with expertise in quantitative and qualitative methods, evaluation, technical assistance, and data visualization across behavioral and community health. She leads quantitative project components and provides analytical and technical assistance support across a range of initiatives addressing substance use, homelessness, and community mental health. As Quantitative Lead and Project Coordinator, Devanae will lead secondary data collection and analysis activities, assist with deliverable preparation and data visualization, coordinate scheduling and communications with City and community participants, and provide logistical support across all project phases.

Education: MA, Research and Evaluation Methods, Boston College; BA, Psychology and Sociology (Spanish minor), University of Denver

Relevant Project Experience:

- Martinsville/Henry County, VA Opioid Strategic Planning (Data Specialist)
- Virginia Substance Use Block Grant Evaluation (TA and Data Specialist)
- Virginia State Opioid Response (SOR) Grant Evaluation (TA and Data Specialist)
- Virginia Partnerships for Success Grant Evaluation (TA and Data Specialist)
- Alabama Substance Use Block Grant evaluation (TA Specialist and Quantitative Lead)
- Alabama SPF-Rx Grant Evaluation (TA Specialist and Quantitative Lead)

Timeline

Omni will complete all project deliverables within six months of contract execution, as required. The timeline below maps all scope activities and deliverables to Omni's Design, Discover, and Deliver framework, providing the City with a clear picture of what to expect at each stage of the project. Specific milestone dates will be confirmed with the City during the project kickoff meeting and formalized in the Project Work Plan (Deliverable 1).

Phase	Activities and Deliverables	Timeline
DESIGN	Project kickoff meeting; landscape review of existing data, plans, and initiatives; finalization of Project Work Plan and Timeline (Deliverable 1); confirmation of community engagement strategy (including development of focus group/interview guides) and survey instrument development	Months 1–2
DISCOVER	Community prioritization survey design, administration, and analysis (Deliverable 2); Stakeholder interviews/focus groups and Stakeholder Engagement Summary (Deliverable 3); Secondary data collection and analysis; Data Analysis Report (Deliverable 4); Service provider inventory and Gap Analysis (Deliverable 5); Regional Analysis Report (Deliverable 6); and best practices review	Months 2–5
DELIVER	Draft Community Needs Assessment Report (Deliverable 7); City review and feedback period; Final Community Needs Assessment Report (Deliverable 8); Strategic Action Plan with Recommendations (Deliverable 9); Presentation to City Leadership and/or Council (Deliverable 10) **Optional:** Facilitated Strategy Selection Meeting	Months 5–6 Month 6 (Optional)

All deliverables will be provided in both electronic and presentation-ready formats. Omni's project management approach ensures that the City will have visibility into project progress throughout — including regular check-ins, a shared work plan that is monitored and updated on a rolling basis, and prompt communication of any issues or adjustments as they arise.

Cost Proposal

Omni strives to provide high-quality services at an economical cost, consistent with our mission to advance the public and nonprofit sectors. Our proposed budget was developed based on a careful analysis of the scope of work, the six-month project timeline, and the staffing required to deliver all ten deliverables with the quality and rigor that the City deserves. Staff rates reflect fully loaded costs, including salary, benefits, and indirect costs such as administration, utilities, insurance, and infrastructure.

Omni is a 501(c)(3) nonprofit and has successfully executed similar projects on budget and on schedule for over 40 years. We welcome the opportunity to discuss our estimate and scope with the City to ensure that our proposal is fully responsive to the City's needs and available resources. Prices provided in this proposal are valid for 90 days from the date of submission.

Budget Summary

Omni proposes a total project cost of **$78,760** for the full scope of services described in this proposal. The budget below provides a breakdown by project phase and work element. Omni is prepared to modify scope or phasing as needed if the City of Broken Arrow requires adjustments to the budget or timeline.

Work Element/ Phase	Description	Cost
Phase 1: DESIGN (Month 1)	Project kickoff meeting; landscape review of existing data, plans, and initiatives; finalization of Project Work Plan and Timeline (Deliverable 1); confirmation of community engagement strategy and survey instruments	$6,114
Phase 2: DISCOVER (Months 2–5)	Secondary data collection and analysis; community prioritization survey design, administration, and analysis (Deliverable 2); stakeholder interviews and focus groups; Stakeholder Engagement Summary (Deliverable 3); Data Analysis Report (Deliverable 4); Gap Analysis Report (Deliverable 5); Regional Analysis Report (Deliverable 6); best practices review	$30,018

Work Element/ Phase	Description	Cost
Phase 3: DELIVER (Months 5-6)	Draft Community Needs Assessment Report (Deliverable 7); City review and feedback period; Final Community Needs Assessment Report (Deliverable 8); Strategic Action Plan with Recommendations (Deliverable 9); Presentation to City Leadership and/or Council (Deliverable 10) **Optional:** Facilitated Strategy Selection Meeting	$35,538 Optional meeting: $3,000
Expenses	Costs of travel for in-person final presentation, incentives for focus group participants, graphic design for Community Needs Assessment Report and Strategic Action Plan	$7,090
TOTAL		**$78,760** $81,760 with optional meeting

Budget Justification

Phase 1: Design ($6,114): This phase covers the project kickoff meeting, comprehensive document and data review, development of the detailed project workplan (Deliverable 1), and development of the community engagement strategy and survey instruments.

Phase 2: Discover ($30,018): This phase is inclusive of all data collection preparation, facilitation, and analysis. During this phase, we will be integrating several forms of data (i.e., secondary data, survey results, and focus group data; Deliverable 2) to generate the overall needs and priorities outlined by the community. In this phase, we will produce the Stakeholder Engagement Summary (Deliverable 3), Data Analysis Report (Deliverable 4), Gap Analysis (Deliverable 5), Regional Analysis Report (Deliverable 6), and the best practices review.

Phase 3: Deliver ($35,538): In this phase, results from Phase 2 will be synthesized and integrated into a draft of the Community Needs Assessment Report (Deliverable 7), which will then be reviewed by City leadership and updated to provide the final, cohesive Community Needs Assessment report of findings and activities (Deliverable 8). This phase will conclude with development of the Strategic Action Plan (Deliverable 9) and an in-person presentation to City Leadership and/or Council (Deliverable 10). Should the City desire, Omni can also facilitate a Strategy Selection Meeting (optional) to move the City closer toward funding disbursement and strategy implementation.

Expenses ($7,090):

- **$2,400 for travel to in-person presentation (2 staff for 2 days)**
  - Travel costs are based on the following assumptions:
    - $350 for roundtrip airfare
    - $250 for hotel accommodation per day
    - $75 for per diem
    - $100 for transportation to and from airport
    - $75 for a rental car
    - $25 for parking
- **$690 for focus group/interview facilitation**
  - $600 for incentives (assumes 20 participants compensated with $30 gift cards)
  - $90 for focus group transcription (assumes 90 minutes x 4 sessions x $.025 per minute)
- **$4,000 for graphic design**
  - $2,500 for the Community Needs Assessment Report (inclusive of the Stakeholder Engagement Summary, Data Analysis Report, Gap Analysis, and Regional Analysis Report)
  - $1,500 for the Strategic Action Plan

References

The following references represent clients for whom Omni has provided directly comparable opioid abatement needs assessment, strategic planning, and community engagement services within the past three years. We encourage the City of Broken Arrow to contact these individuals with any questions about our work, our approach, and our team.

Reference 1:

Evan Braff
Opioid Response Program Coordinator, Loudoun County Government
evan.braff@loudoun.gov | (571) 410-9168

Services Provided: Opioid abatement strengths and needs assessment and strategic planning, including secondary data review, provider survey, stakeholder listening sessions across multiple sectors, key informant interviews, and development of a strategic plan to guide allocation of opioid settlement funds. (2025–Present)

Reference 2:

Russ Harris
Executive Director, Southwestern Commission (North Carolina Region A)
russ@regiona.org | (828) 586-1962 ext. 212

Services Provided: Regional opioid abatement needs assessment and comprehensive strategic plan for a seven-county region in western North Carolina, including regional data snapshots, community prioritization survey, focus groups, key informant interviews, and facilitated strategic planning sessions resulting in a regional strategic plan and aligned county-level plans. (2023–2024)

Reference 3:

Terry Hoffmeister
Phillips County District 1 Commissioner, Colorado Region 4 Opioid Abatement Council
terry.hofmeister@phillipscounty.co | (970) 466-1555

Services Provided: Multi-year opioid abatement assessment, planning, implementation support, and evaluation for a 10-county council in Northeast Colorado, including needs assessment, key informant interviews, prioritization survey, facilitation of council planning sessions, Two-Year Opioid Abatement Plan development, and ongoing evaluation of funded activities. (2022–Present)

Omni Institute Proposal

Appendix

Required Forms

BIDDERS NAME: Omni Institute

ATTACHMENT A - PRICING SUMMARY

RATES AND CHARGES

Note: Pricing is to remain firm while contract is in effect

Cost Category	Total Cost ($)
Total Lump Sum Cost to Complete Entire Scope of Work	$ 78,760

OPTIONAL / ADDITIONAL COSTS (IF APPLICABLE)

Description	Cost ($)
Optional Services	$ 3,000
Travel Expenses (if not included above)	$
Other (Specify):	$

BIDDERS NAME: Omni Institute

ATTACHMENT B - TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number: 26.148 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: Omni Institute

Date: 4/17/26

Company Name: Omni Institute

Address: PO Box 39983

Denver	CO	80202
City	State	Zip Code

Email: kgelman@omni.org

X _____ Official Title: Co-CEO

Please print or type name clearly: Katie Gelman

Telephone: 303.839.9422 Fax Number: 720.597.7288

Federal Tax ID Number: 84-1307563

Subscribed and sworn to before me this 17 day of April 20 26

My Commission Expires: 7/17/27 _____

Notary Public (or Clerk or Judge)

DANIELLE PINC
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20154028180
My Commission Expires 7/17/2027

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Omni Institute

ATTACHMENT C - REFERENCES

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

Contact Name: Loudoun County Government

Telephone: 571.410.9168

Contact Name: Evan Braff Title: Opioid Response Program Coordinator

Address: 1 Harrison St SE

Leesburg	VA	20175
City	State	Zip Code

Email Address: evan.braff@loudoun.gov

Contact Name: North Carolina Region A

Telephone: 828.586.1962 x 212

Contact Name: Russ Harris Title: Executive Director, Southwestern Commission

Address: 125 Bonnie Lane

Sylva	NC	28779
City	State	Zip Code

Email Address: russ@regiona.org

Contact Name: Colorado Region 4 Opioid Abatement Council

Telephone: 970.466.1555

Contact Name: Terry Hoffmeister Title: Phillips County District 1 Commissioner

Address: 221 South Interocean Avenue

Holyoke	CO	80734
City	State	Zip Code

Email Address: terry.hofmeister@phillipscounty.co

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Omni Institute

ATTACHMENT D - INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Colorado

COUNTY OF: Denver

Katherine Gelman, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow, either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

N/A

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X _____

Subscribed and sworn to before me this 17 day of April 20 24

My Commission Expires: 7/17/27 _____

Notary Public (or Clerk or Judge)

DANIELLE PINC
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20154028180
My Commission Expires 7/17/2027

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Omni Institute

ATTACHMENT E - PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Colorado

COUNTY OF: Denver

Katherine Gelman, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of __, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:
   - a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer,
   - b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
   - c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X _____

Subscribed and sworn to before me this 17th day of April 20 26

My Commission Expires: 7/17/2027 _____
Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

DANIELLE PINC
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20154028180
My Commission Expires 7/17/2027

BROKEN ARROW
Where opportunity lives

Bid 26.148-Opioid Abatement			
Description	**Bidders**		
• This solicitation establishes a professional services agreement for the completion of a Community Needs Assessment to support opioid abatement efforts for the City of Broken Arrow. The awarded proposer shall provide all services, deliverables, and related work as outlined in the scope of work of this Request for Proposals (RFP) at the proposed and agreed-upon cost. • All services shall be performed in accordance with the specifications, requirements, and timeline identified in this solicitation. Deliverables must meet the standards outlined in the RFP and be submitted in accordance with agreed-upon project milestones.	Crescendo Consulting Group	Healthy Minds Policy Initiative	Omni Institute
Notary Public Commission Expires	**5/21/2029**	**11/28/2026**	**7/17/2027**
Pricing Summary			
Total Lump Sum Cost to Complete Entire Scope of Work	$44,492.00	$125,433.66	$78,760.00
Optional Services	$0.00	$0.00	$3,000.00
Travel Expenses (if not included above)	$0.00	$0.00	$0.00
Other (Specify)	$0.00	$0.00	$0.00
Price Summary - Rates and Charges	**$44,492.00**	**$125,433.66**	**$81,760.00**

Bid 26.148-Opioid Abatement
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (7) Vendors with (3) Vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze

Ryan Baze, General Services Director

Date: 5/11/2026

Fund 349 - Opioid Settlement Fund
Budget Amendment #30
Fiscal Year 2026
5/19/2026

Estimated Revenue, Fund Balance or Transfers in

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
349-353050		FUND BALANCE	$ 1,521,514	$ (81,760)	$ 1,439,754
			$ 1,521,514	**$ (81,760)**	**$ 1,439,754**

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
3491700-550280		CONTRACT SERVICES	$ 250,000.00	$ 81,760	$ 331,760
			$ 250,000	**$ 81,760**	**$ 331,760**

Explanation

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment Number 30 allocates a portion of Fund Balance to conduct a comprehensive Community Needs Assessment to support opioid abatement efforts within the City of Broken Arrrow.

Approved by City Council
Tuesday, May 19, 2026

Mayor, Debra Wimpee

Attest by Clerk

Curtis Green

City of Broken Arrow

Request for Action

File #: 26-648, **Version:** 1

Broken Arrow City Council
Meeting of: 5/19/2026

Title:
Approval of and authorization to purchase hardware and software for the City's Fortinet firewalls through Pinnacle Business Systems, pursuant to the Oklahoma State Purchasing Contract Fortinet C2502

Background:
The new Firewall pair will serve as the core Firewalls for the City Network, providing data center and computer network access for the entire City. These Firewalls are essential for accommodating the growth of our expanding network.

Pinnacle Business Systems is an approved vendor on the Oklahoma state contract and authorized for services under City ordinance per Section 2-27 of the Broken Arrow Code allowing exceptions to the established competitive bidding process.

Cost: $42,948.34

Funding Source: Fund 330 STCI project # 2612040

Requested By: Scott Carr, Information Technology Director

Approved By: City Manager's Office

Attachments: Quote for Fortinet firewalls

Recommendation:
Approval of and authorization to purchase hardware and software for the City's Fortinet firewalls through Pinnacle Business Systems, pursuant to the Oklahoma State Purchasing Contract Fortinet C2502

PINNACLE

Attention You Deserve

Pinnacle Quote For

City of Broken Arrow **5/4/2026**

Submitted By:

Account Executive:Abigail Lee

Sales Engineer:Alan Bunyard

Fortinet Solution

Quote#

PBS-13753-L5K6N5

FINAL QUOTE

PINNACLE
Attention You Deserve
3824 S. Boulevard St. Suite 200
Edmond, OK 73013-5781
Phone: 405-359-0121
Fax: 405-359-7490

Quote ID: PBS-13753-L5K6N5
Expiration Date: 5/15/2026
Created Date: 5/4/2026

Quote ID:PBS-13753-L5K6N5	Pinnacle Business Systems is pleased to submit the following quote for your consideration. Please sign and return to begin the ordering process. If you have any questions, please contact your Account Executive directly, and he or she will be happy to assist you. The terms and conditions of this quote are governed under Fortinet contract C2502.
City of Broken Arrow	
AcctPay@brokenarrow.gov	
Broken Arrow, Oklahoma 74013-0610	
Phil Morris	
(918) 259-2400	
PMorris@brokenarrowok.gov	

FORTIGATE-401F HARDWARE PLUS 1 YEAR FORTICARE PREMIUM

Line #	Part Number	Description	Qty	Unit Price	Ext. Price
1	FN-TRAN-SFP+GC	10GE copper SFP+ RJ45 Transceiver (30m range) 10 GE SFP+ transceiver module, range 30m, RJ45 connector, CAT6A, -5C to 85C, for systems with SFP+ slots	8	$ 282.90	$ 2,263.20
2	FN-TRAN-SFP+SR	10GE SFP+ transceiver module, short range 10 GE SFP+ transceiver module, short range 300m, LC connector, MMF, 850nm, 0C to 70C, for systems with SFP+ slots	6	$ 52.24	$ 313.44
3	FN-TRAN-SFP+LR	Module FN-TRAN-SFP+LR, 10 GE SFP+ transceiver module, long range 10km, LC connector, SMF, 1310nm, 0C to 70C, for systems with SFP+ slots. TAA Compliant.	6	$ 87.05	$ 522.30
4	FG-401F-BDL-950-12	FORTIGATE-401F HARDWARE PLUS 1 YEAR FORTICARE PREMIUM AND FORTIGUARD UNIFIED THREAT PROTECTION UTP	2	$ 19,924.70	$ 39,849.40
				Sub Total:	**$ 42,948.34**

Services

Service Description
This quote does not include any professional services.

Solution Total:	**$ 42,948.34**
Pricing does not include applicable taxes and freight. Final invoice will include applicable taxes and freight charges.	

Due to pricing related communications from manufacturers, we are notifying all customers that price adjustments could occur at any time. Some changes may take effect with little notice and may happen after you have received a quote, requiring an updated quote before ordering. Please note that current open orders may also be impacted if manufacturers implement pricing changes before fulfillment. During this period, terms and conditions regarding price changes and returns may not apply. We apologize for the inconvenience and hope this operating environment won't last long. We will notify you as soon as we can about any price changes on existing or upcoming quotes or orders.

Thank you for your understanding.

Terms and Conditions

1. Title to each item sold to Client shall pass to Client upon payment. PBS shall retain a security interest in any item(s) delivered to the Client and in any proceeds realized from the sale or disposition until the full purchase price thereof is paid by Client and Client authorizes PBS to file any financing statements that are necessary to protect such security interest. Should Client fail to perform any of its obligations including a default in payment of any charges hereunder when due, PBS or its assignee may remove and repossess any or all item(s) hereunder with or without notice or demand, in addition to exercising such other rights and remedies as may be available to it under applicable law.

2. Unless noted, pricing does not include applicable taxes and freight and is subject to change without notice and will be included on the invoice to be paid by the Customer.

3. Proposal is valid for 30 days, unless otherwise indicated on Final Quote.

4. Payment: Subject to credit approval pricing is based on Net 15 payment terms and is subject to change if payment is not received within payment terms and to any applicable charges for late payment set forth on PBS' invoices. If credit is not extended, payment is due prior to shipment of product, or commencement of services.

5. All manufacturers with whom PBS deals, reserve the right to void return of product if seal is broken on any item of equipment. PBS obligation as it pertains to returns is limited and subject to the return policies of the manufactures.

6. In the event of a lease transaction, Client agrees to sign Certificate of Acceptance and return to PBS and lessor within five (5) business days of receipt of item(s). If PBS does not receive a Certificate of Acceptance within such five (5) day period, Client shall be deemed to have accepted the equipment as delivered. In the event of a trade-in or buy-back transaction, Client agrees to release all ownership of existing equipment and make available for pickup in no less than ninety (90) days from date of receipt of new equipment.

7. Upon execution by both parties, this proposal will constitute a legally enforceable obligation. Upon acceptance, this quote/order can be supplemented or modified only by a purchase order accepted by PBS or by a written modification signed by an authorized representatives of both parties. If Client makes any changes or proposes additional terms to those contained herein or submits an acceptance on a different form, such changes, additional terms or alternative proposal form shall be treated as a proposal for an addition to or modification of this proposal by PBS and shall not become a part of the parties' agreement unless and until accepted by in writing by PBS.

8. PBS reserves the right to withdraw, change or modify any of the terms hereof if Client purports to accept some, but not all of the terms of the proposal or trial.

9. The parties agree that all disputes between PBS and Client, whether or not arising under this proposal, shall be resolved by binding arbitration conducted in Oklahoma City, Oklahoma pursuant to the commercial arbitration rules of the American Arbitration Association or a similar organization mutually acceptable to PBS and Client. To the extent possible, the arbitration shall be conducted without the necessity for taking depositions. This proposal is governed by and shall be construed in accordance with the law applicable to contracts made and performed in the State of Oklahoma.

10. Client agrees to indemnify and hold PBS harmless from and against any loss, damage or expense resulting from or arising out of a breach by Client of the terms of this or any agreement between Client and PBS, including without limitation, the inaccuracy of any information provided by Client to PBS in connection with the preparation or development of this proposal.

11. All resales of software licenses or subscriptions are subject to the software providers license or subscription agreement terms and conditions. Software or Subscriptions with multi-year commitments represent an agreement by the Customer to the license/subscription term with the provider regardless of the payment terms offered.

12. PBS and Client agree that information received by and provided to or by PBS and to or by Client in connection with the terms of this proposal concerning the personal, financial, or other affairs of the Client or its distributors, are confidential and proprietary. PBS will not disclose this information to any other entity or individual, except for such disclosures to its employees, consultants and equipment providers as may be necessary to develop this solution for Client or as may be required by applicable law or a court of competent jurisdiction. This obligation will survive the termination of this proposal for any reason for a period of two (2) years. The information in this proposal shall not be disclosed outside the Client organization and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal. If this proposal or any variation thereof is accepted, Client shall have the right to duplicate, use or disclose the information to the extent provided by any subsequent agreement between the parties. This restriction does not limit the right of Client to use information contained in the proposal if it is obtained from another source without restriction or is generally available to the public. Each party agrees that all information of either party shall be and remain the property of the owner. Neither party grants to the other party any express or implied rights or license under any patents, patent applications, inventions, copyrights, trademarks, trade secret information, or intellectual property rights owned by such party.

Acceptance Page

City of Broken Arrow

AcctPay@brokenarrow.gov

Broken Arrow, Oklahoma 74013-0610

Please review the shipping information for accuracy:

220 S 1st St

Broken Arrow, Oklahoma 74012

Phil Morris / (918) 259-2400 / PMorris@brokenarrowok.gov

Special Delivery Instructions:

Special Delivery Instructions:

Authorized Signature

Printed Name

Title

Date

Customer PO#

PBS Acceptance:

Authorized Signature

Printed Name

Title

Date

City of Broken Arrow

Request for Action

File #: 26-645, **Version:** 1

Broken Arrow City Council
Meeting of: 5/19/2026

Title:
Approval of and authorization to purchase the Commvault Enterprise Solution through SHI, pursuant to the Oklahoma State Master Agreement

Background:
This is to extend our use of CommVault as the platform for backup and recovery SW for the City of Broken Arrow.

This will cover our current onsite backups, our cloud (Microsoft Office 365) backups and provide an immutable copy of our backups secured from a ransomware attack in a new government cloud solution. This solution addresses both cyber security and disaster recovery needs.

The City of Broken Arrow's purchase through SHI is made under the State of Oklahoma Master Agreement (Sourcewell) and authorized for services under City ordinance per Section 2-27 of the Broken Arrow Code allowing exceptions to the established competitive bidding process.

Cost: $23,010.16

Funding Source: IT Department Maintenance Service

Requested By: Scott Carr, Information Technology Director

Approved By: City Manager's Office

Attachments: SHI quote #27467310

Recommendation:
Approval of and authorization to purchase the Commvault Enterprise Solution through SHI, pursuant to the Oklahoma State Master Agreement

Pricing Proposal
Quotation #: 27467310
Created On: 4/28/2026
Valid Until: 5/14/2026

OK-City of Broken Arrow

Phil Morris
, OK
United States
Phone: 918-259-2400 ext.6565
Email: pmorris@brokenarrowok.gov

Inside Account Manager

Will Hughes
290 Davidson Ave
Somerset, NJ, 08873
Phone: 732-507-1361
Email: Will_Hughes@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Commvault Cloud Risk Analysis Software, Per Front-End Terabyte Upfront Payment Subscription - 1 Year CommVault - Part#: CV-RSK-FT-11 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: CCID 102BB0 Coverage Term: 5/15/2026 - 8/18/2026	10	$161.59	$1,615.90
2	Commvault Cloud Autonomous Recovery Software for Virtual Machines, Per VM (10-Pack) Upfront Payment Subscription - 1 Year CommVault - Part#: CV-DP-VM10-11 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: CCID 102BB0 Coverage Term: 5/15/2026 - 8/18/2026	12	$340.65	$4,087.80
3	Commvault Cloud Backup & Recovery Software (500GB Capped Operating Instance), Per Operating Instance Upfront Payment Subscription - 1 Year CommVault - Part#: CV-BKRC-C-OI-11 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: CCID 102BB0 Coverage Term: 5/15/2026 - 8/18/2026	24	$39.34	$944.16
4	Commvault Cloud Backup & Recovery for Active Directory, Per User, List Price is Monthly Rate, Upfront Payment, Subscription - 1 Year CommVault - Part#: MTL-AD-USR Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: CCID 102BB0 Coverage Term: 5/15/2026 - 8/18/2026	1235	$1.64	$2,025.40

5	Commvault Cloud for Government Backup & Recovery SaaS for Microsoft 365 Enterprise (Unlimited Storage), Per User, List Price is Monthly Rate, Upfront Payment, Subscription - 1 Year CommVault - Part#: MTL-G-M365U-USR Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 5/15/2026 - 8/18/2026	1005	$9.39	$9,436.95
6	Commvault Cloud for Government Air Gap Protect for Commvault Cloud, Azure Cool Tier, Per TB, Per Month, Upfront Payment, Subscription - 1 Year CommVault - Part#: CV-MCS-GC-TB Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 5/15/2026 - 8/18/2026	55	$89.09	$4,899.95
			Total	$23,010.16

Additional Comments

Please Note: Commvault has a zero returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City of Broken Arrow

Request for Action

File #: 26-688, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:

Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to assist with clearing of a portion of Aspen Creek to restore functionality of drainage path and protect City Utilities

Background:
The case was brought before the Drainage Advisory Committee on April 27, 2026, for assistance with clearing a section of Aspen Creek near the intersection of Aspen and Jasper. The Committee unanimously voted to recommend approval of expenditure of funds.

After the work is completed, the individual property owners will be responsible for maintenance.

This section of the creek has multiple large, downed trees impeding flow and putting a downstream Sanitary Sewer crossing at risk. The sanitary sewer is 21 inches in diameter and was designed in 2008. It also was originally 0.4 ft under the stream bed. Over time the stream bed has eroded and exposed the sanitary sewer line. The sewer is protected in a steel conduit.

The homes in this immediate area have not been platted.

Stream Stats estimates that 1365 acres drains through this portion of the creek, with a peak 1% storm flow rate of 2530 cubic feet per second.

The concept for this project is to contract with a landscaping company to come in and clear the creek of large, downed trees and restore the functionality of the creek. If the project is approved and then completed, the future maintenance responsibility of the channel will remain with the landowners.

The Utility Department will be contacted regarding the exposed sanitary line and a mediation plan will be implemented to protect the line from further erosion or damage.

This is the Aspen Creek Watershed

Staff is requesting $75,000.00 of the 2018 General Obligation Bond Proposition 6 funds to assist with clearing a portion of Aspen Creek to restore functionality of drainage path and protect City Utilities

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 the expenditure of 2018 General Obligation Bond funds to assist with clearing a portion of Aspen Creek to restore functionality of drainage path and protect City Utilities

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	03/13/2026
NAME	Scott Ross, Julie Ross
ADDRESS / LOCATION	14400 E. 131st St
WATERSHED	Aspen Creek
ESTIMATE	$75,000.00
CASE NO.	26-007

DESCRIPTION

Citizens contacted the City for assistance with clearing a section of Aspen Creek.

This section of the creek has multiple large, downed trees impeding flow and putting a downstream Sanitary Sewer crossing at risk. The sanitary sewer is 21 inches in diameter and was designed in 2008. It also was originally 0.4 ft under the stream bed. Over time the stream bed has eroded and exposed the sanitary sewer line. The sewer is protected in a steel conduit.

The homes in this immediate area have not been platted.

Stream Stats estimates that 1365 acres drains through this portion of the creek, with a peak 1% storm flow rate of 2530 cubic feet per second.

The concept for this project is to contract with a landscaping company to come in and clear the creek of large, downed trees and restore the functionality of the creek. If the project is approved and then completed, the future maintenance responsibility of the channel will remain with the landowners.

The Utility Department will be contacted regarding the exposed sanitary line and a mediation plan will be implemented to protect the line from further erosion or damage.

This is the Aspen Creek Watershed

Case No. 26-007

BENEFIT

Protection of a sanitary sewer line in an shared easement along the backyards of the northern and southern lots.
RECOMMENDATION
Expending funds to assist with clearing of the creek to restore functionality of drainage path and protect city utilities.
COMPLETED BY: David Reed DATE: 4/22/2026

Outlook

NEW SUBMISSION Drainage Advisory Committee Project Application

From BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Date Thu 4/2/2026 9:35 AM
To Wilson, Patrick <PWilson@brokenarrowok.gov>; Engineering & Stormwater <engineering.stormwater@brokenarrowok.gov>

Drainage Advisory Committee Project Application

Submission #:	4737631
IP Address:	70.189.113.188
Submission Date:	04/02/2026 9:35
Survey Time:	10 minutes, 47 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

Steve Abernathy

Phone

(918) 850-2073

Email

etlandscaping@yahoo.com

Owner Mailing Address

13031 S. 143rd E.Ave
Broken Arrow, OK 74011-2343

Address of Property with Drainage Problem

13031 S. 143rd E.Ave
Broken Arrow, OK

Location of Drainage Issue on Property

East side of property which is Aspen Creek

Description of Problem

The water flow in storm water runoff has increased causing greater creek bank erosion. This is a causing numerous trees to fall into the creek. Down stream there is a 36inch sewer line at risk of damage from debris flowing downstream. Help with removal these large trees is our request.

Please attach photos depicting the Drainage Issue

IMG_8844.jpeg

Thank you,
City of Broken Arrow

This is an automated message generated by Granicus. Please do not reply directly to this email.

City of Broken Arrow

Drainage Advisory Committee

APPLICATION

DATE:	30-March-2026
OWNER NAME:	Scott and Julie Ross
PHONE NUMBER:	918-231-6533, 918-231-4327
EMAIL ADDRESS:	sross319@hotmail.com
OWNER MAILING ADDRESS:	14400 E. 131st St. Broken Arrow, OK 74011
ADDRESS OF PROPERTY WITH DRAINAGE PROBLEM:	14400 E. 131st St. Broken Arrow, OK
LOCATION OF DRAINAGE ISSUE ON PROPERTY:	Aspen Creek

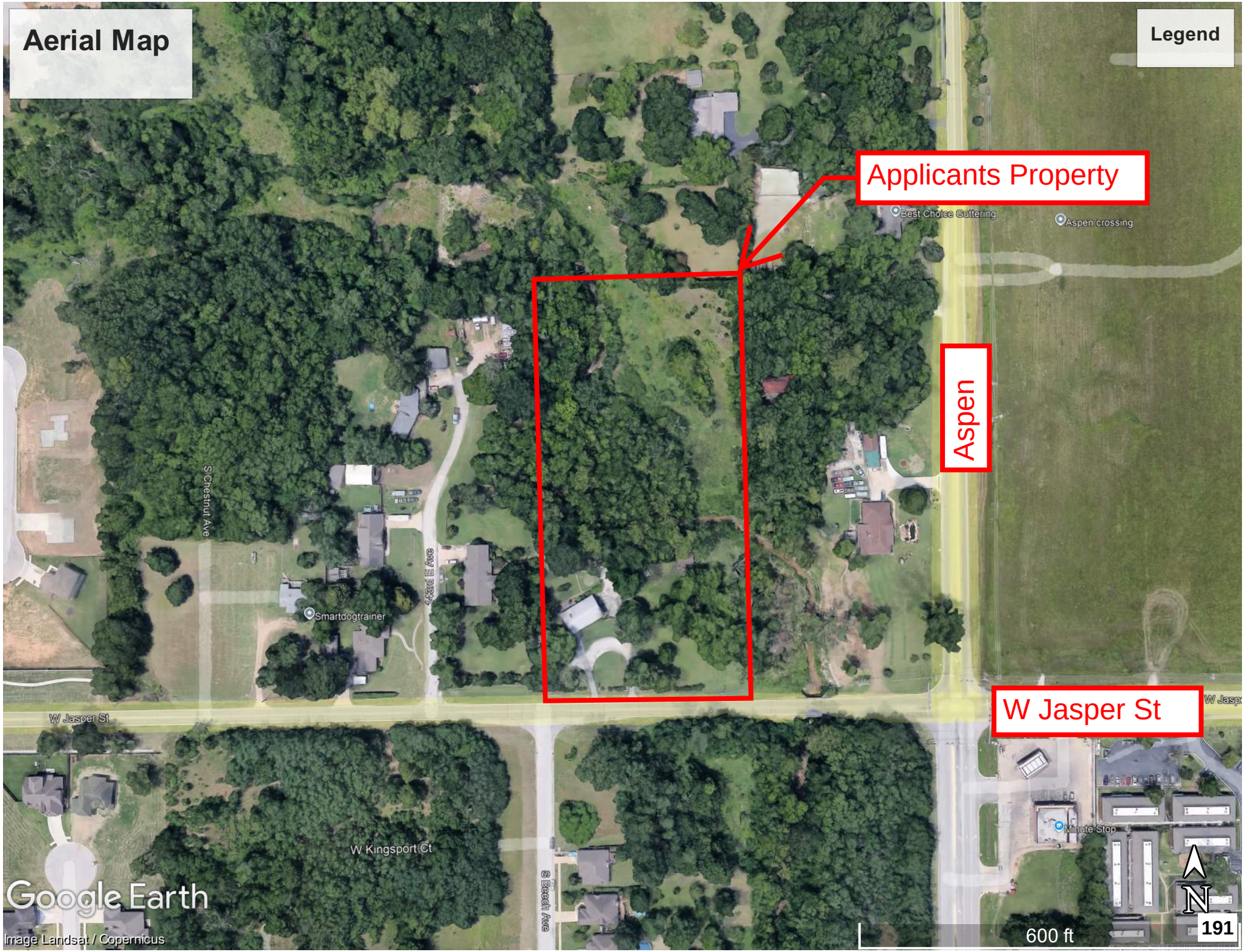
DESCRIPTION OF PROBLEM: (*PHOTOS SHOULD ACCOMPANY APPLICATION)

We are experiencing erosion issues due to the lack of adequate storm water management along Aspen Creek which flows through our property continuing to the Arkansas River about one mile downstream. The addition of neighborhoods to the north and west has contributed to a massive increase of storm water volume. We moved here in 2002, the creek maintained itself and we had no concerns. We could easily access the back of our property by wading through the creek.

In order for neighborhoods to develop, the city ran a sewer line through our property and across the creek telling us the pipe would be below grade and not affect the creek. That was not the case and causes a back up of water during storms resulting in erosion of the creek banks. Several large trees have fallen into the creek creating issues for the water to flow. When the flow settles, debris including trash and limbs collect on the sewer pipe. A constant yuck zone. Hopefully no trees that have fallen due to the erosion will break loose and damage the sewer pipe. We are asking for remediation of the pipe to promote smoother flow of the creek and prevent a hazardous material episode.

Signature:

RETURN TO STORMWATER DIVISION MANAGER'S OFFICE, PO BOX 610 Broken Arrow, OK 74013


Aerial Map
Legend
Applicants Property
Aspen
W Jasper St
Best Choice Guttering
Aspen crossing
S Chestnut Ave
143rd E Ave
Smartdogtrainer
W Jasper St
W Kingsport Ct
S Beech Ave
Minute Stop
Google Earth
Image Landsat / Copernicus
600 ft
N
191

Stormwater Utility Map

4/14/2026 4:01 PM

- Creeks
- City Owned Detention Ponds
- Private Detention Ponds
- 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 Structures

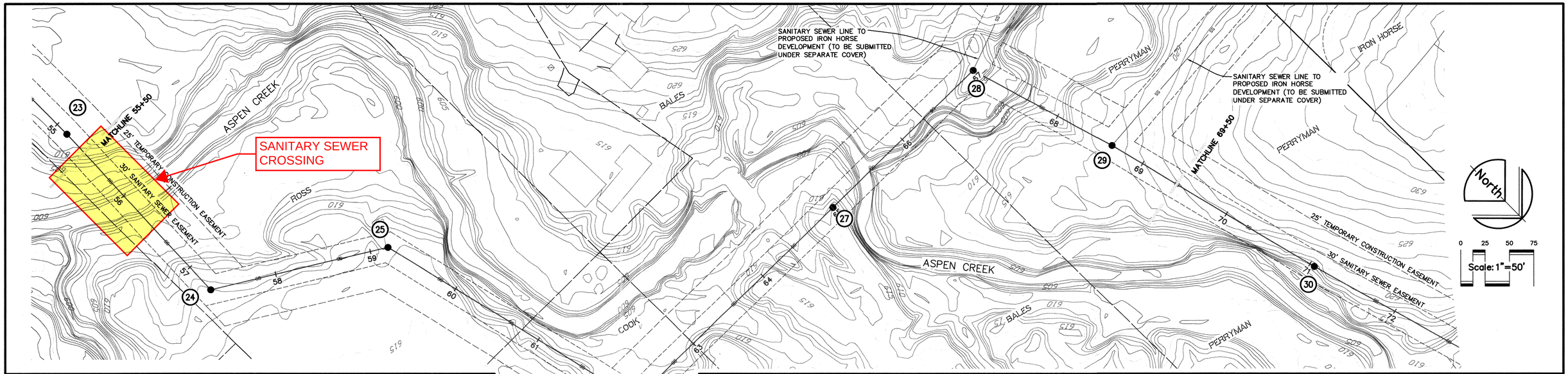
Structure Type

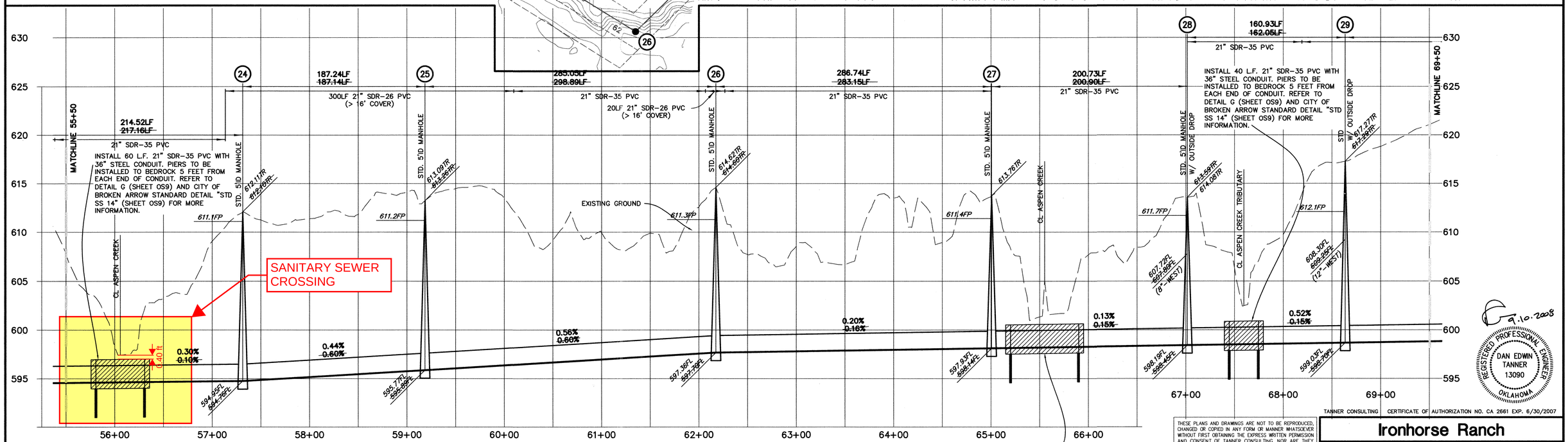
- Flood Structure
- Bridge
- Dam,
- Other
- Transect
- Coastal
- Levees
- Base
- Cross-
- Profile
- Political

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 0.03 0.05 0.1 mi

Microsoft, Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community





Benchmark 1

PK NAIL SET IN PARKING LOT SOUTH OF INDIAN SPRINGS 4TH ADDITION, WEST OF S. FAWNWOOD COURT

N: 2355.15 E: 9938.84
ELEV.=586.64' (NAVD 1988)

Benchmark 2

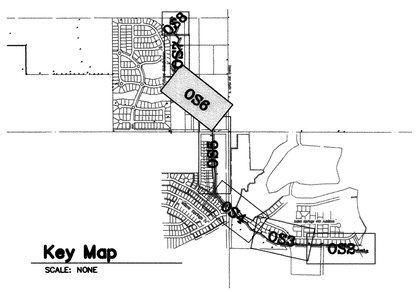
3/8" IRON PIN W/ RED CAP APPROX. 60' SW OF PSO TOWER NEAR SW CORNER OF INDIAN SPRINGS 4TH ADDITION

N: 2370.59 E: 8623.17
ELEV.=589.57' (NAVD 1988)

BEFORE YOU DIG OKLAHOMA 1-800-522-6543 CALL OKIE

EXISTING UNDERGROUND LINES HAVE BEEN SHOWN TO THE EXTENT KNOWN AND PLANS HAVE BEEN SENT TO THE AFFECTED UTILITY OWNERS FOR VERIFICATION OF EXISTING LINES. BEFORE YOU DIG, CONTACT OKIE: 1-800-522-6543.

A T & T COMPANY
TCI CABLEVISION OF TULSA
OKLAHOMA NATURAL GAS COMPANY
SOUTHWESTERN BELL TELEPHONE COMPANY
PUBLIC SERVICE COMPANY OF OKLAHOMA



Key Map
SCALE: NONE

Legend

LINE LABEL
PIPE LENGTH
A | 00.0LF 8"PIPE
PIPE SIZE/TYPE

EXISTING		PROPOSED
(A)	MANHOLE	(1)
(a)	LAMPHOLE	(a)

XXX.XFP : 100-YEAR FLOODPLAIN ELEVATION
XXX.XXTR : TOP OF RIM ELEVATION
XXX.XXFL : FLOWLINE ELEVATION

Record Plans

TO THE BEST OF MY KNOWLEDGE, FROM THE INFORMATION AVAILABLE, THIS PLAN IS IN SUBSTANTIAL COMPLIANCE WITH FIELD CONSTRUCTION.

DAN E TANNER, P.E., P.L.S.
9/10/2008

9.10.2008
REGISTERED PROFESSIONAL ENGINEER
DAN EDWIN TANNER
13090
OKLAHOMA

TANNER CONSULTING CERTIFICATE OF AUTHORIZATION NO. CA 2661 EXP. 6/30/2007

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ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF BROKEN ARROW PUBLIC WORKS DEPARTMENT SPECIFICATIONS, INCLUDING O.D.O.T. 1999 EDITION.

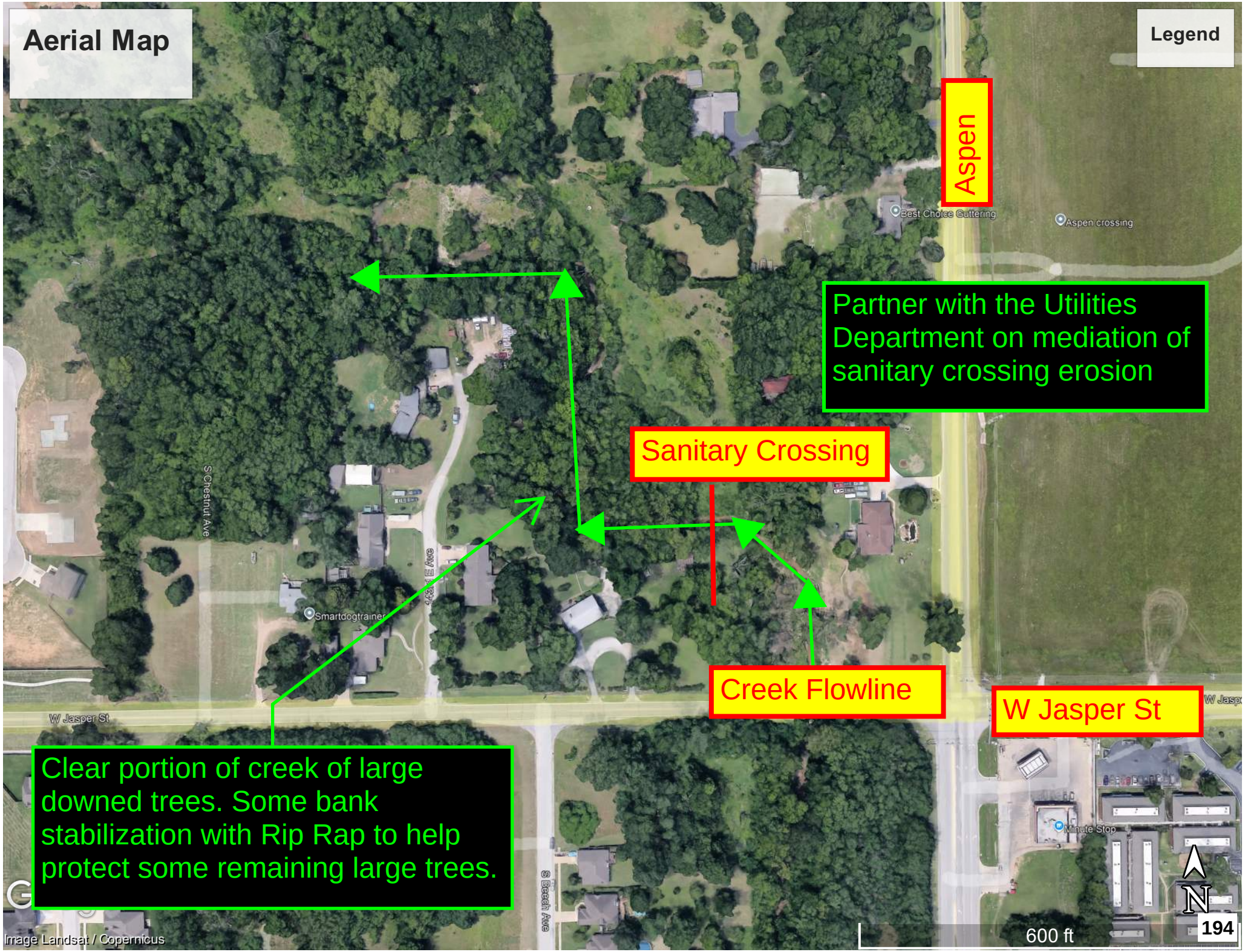
REVISION	BY	DATE
1 AS-BUILT RECORD DRAWING	TRB	09/10/08

Ironhorse Ranch
Offsite Sanitary Sewer Plans
Broken Arrow, Oklahoma

PLANS AND ESTIMATE PREPARED BY: **Tanner Consulting, LLC**
5323 SOUTH LEWIS AVENUE • TULSA, OKLAHOMA 74105 • (918)745-9929

PLAN SCALE: 1"=50'
PROFILE SCALE: HORIZONTAL: 1"=50' VERTICAL: 1"=5'
OFFSITE SANITARY SEWER PLAN & PROFILE
RECOMMENDED DEVELOPMENT SERVICES
RECOMMENDED ENGINEERING SERVICES
APPROVED PUBLIC WORKS DIRECTOR
FILE: PROJECT: 25021.03 DATE:
ATLAS PAGE NO: SHEET OS6 OF 10 SHEETS

TB_PWD TB_PWD_F


Aerial Map
Legend
Aspen
Partner with the Utilities Department on mediation of sanitary crossing erosion
Sanitary Crossing
Creek Flowline
W Jasper St
Clear portion of creek of large downed trees. Some bank stabilization with Rip Rap to help protect some remaining large trees.
Best Choice Guttering
Aspen crossing
S Chestnut Ave
Smartdogtrainer
W Jasper St
Minute Stop
S Beech Ave
N
600 ft
194
Image Landsat / Copernicus

City of Broken Arrow

Request for Action

File #: 26-689, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:

Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to survey an area near the intersection of Elm and Washington to assist with inhouse design of a drainage system

Background:
The case was brought before the Drainage Advisory Committee on April 27, 2026, for design funds to perform a survey. This survey would allow for an inhouse design to assist with mitigating stormwater runoff for a residential neighborhood around the area of Washington and Elm. The Committee unanimously voted to recommend approval expenditure of funds.

A citizen contacted the City requesting assistance with drainage that has been impacting their property from a neighboring commercial development. The commercial development is in an un-platted lot constructed around 1980. The subdivision and commercial development are close to the intersection of Washington and Elm. There are no curbs along the west side of the commercial parking lot. The parking lot drainage area is about 2 Acres. There is a small inlet to collect stormwater runoff on the west side. This conveys and outlets along Washington St. The flow overwhelms the existing inlet and overtops into the neighboring yards.

Possible concept considered is to add a curb to the West side of the commercial parking lot to keep the flows on the commercial site while upsizing the existing inlet to allow it to better handle the flows. Then once captured the flows will be conveyed to the existing ditch along Washington. This design could be performed in-house with the only expenditures being for survey of the area, and eventually materials for the City's Streets and Stormwater department to later install.

The adjacent subdivision is Village Square Third, platted 1971.

This is in the Haikey Creek Basin.

Staff is requesting $12,000.00 of the 2018 General Obligation Bond Proposition 6 funds to perform survey that will allow for inhouse design of drainage improvements

Cost: $12,000.00

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 to survey an area near the intersection of Elm and Washington to assist in inhouse design of a drainage system

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	03/13/2026
NAME	Jeannine Coker
ADDRESS / LOCATION	717 West Washington Street
WATERSHED	Haikey Creek
ESTIMATE	$12,000.00
CASE NO.	26-011

DESCRIPTION

A citizen contacted the City requesting assistance with drainage that has been impacting their property from a neighboring commercial development. The commercial development is in an un-platted lot constructed around 1980. The subdivision and commercial development are close to the intersection of Washington and Elm. There are no curbs along the west side of the commercial parking lot. The parking lot drainage area is about 2 Acres. There is a small inlet to collect stormwater runoff on the west side. This conveys and outlets along Washington St. The flow overwhelms the existing inlet and overtops into the neighboring yards.

Possible concept considered is to add a curb to the West side of the commercial parking lot to keep the flows on the commercial site while upsizing the existing inlet to allow it to better handle the flows. Then once captured, the flows will be conveyed to the existing ditch along Washington. This design could be performed in-house with the only expenditures being for survey of the area, and eventually materials for the City's Streets and Stormwater department to later install.

The adjacent subdivision is Village Square Third, platted 1971.

This is in Haikey Creek Basin.

Case No. 26-011

BENEFIT

There are several affected houses along the border of the neighborhood and the commercial development that would benefit from having the flows properly captured and conveyed

RECOMMENDATION
Approve the request for expenditure of $12,000.00 for survey to assist in-house design of the drainage system.
COMPLETED BY: David Reed DATE: 04/21/26

Outlook

Fw: *NEW SUBMISSION* Drainage Advisory Committee Project Application

From Wilson, Patrick <PWilson@brokenarrowok.gov>
Date Thu 4/16/2026 1:32 PM
To Reed, David <DReed@brokenarrowok.gov>

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: 539-250-4191 ext. 3350
pwilson@brokenarrowok.gov | www.brokenarrowok.gov

BROKEN ARROW
Where opportunity lives

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From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Thursday, April 16, 2026 12:37 PM
To: Wilson, Patrick <PWilson@brokenarrowok.gov>; Engineering & Stormwater <engineering.stormwater@brokenarrowok.gov>; Cuckler, Jordan <JCuckler@brokenarrowok.gov>
Subject: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Drainage Advisory Committee Project Application

Submission #:	4766845
IP Address:	2600:8804:4e04:d300:2d30:a2c3:8776:ae23
Submission Date:	04/16/2026 12:37
Survey Time:	7 minutes, 10 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

Jeannine Coker

Phone

(539) 292-0388

Email

1j9coker@gmail.com

Owner Mailing Address

900 West Washington Place
Broken Arrow, OK 74012

Address of Property with Drainage Problem

717 West Washington Street. The shopping center on the southwest corner of Elm and 91st
Broken Arrow, OK

Location of Drainage Issue on Property

Yard, garage, and living room

Description of Problem

During periods of rainfall, water runoff from the nearby shopping center parking lot flows directly onto my property. This situation is not only causing property damage but also raises concerns about long-term structural issues, mold, and safety. As we have had to rip up carpet twice and get rid of furniture in the past. It appears that the grading and/or drainage infrastructure of the shopping center is directing water toward our property rather than properly channeling it into a designated drainage system. This has created an ongoing and worsening problem that I am unable to resolve on my own. I respectfully request that the city inspect and evaluate the drainage conditions at this location. I would appreciate any assistance in determining responsibility and implementing a solution to prevent further damage, whether through improved drainage design, redirection of runoff, or coordination with the property owner of the shopping center.

Please attach photos depicting the Drainage Issue

Thank you,
City of Broken Arrow

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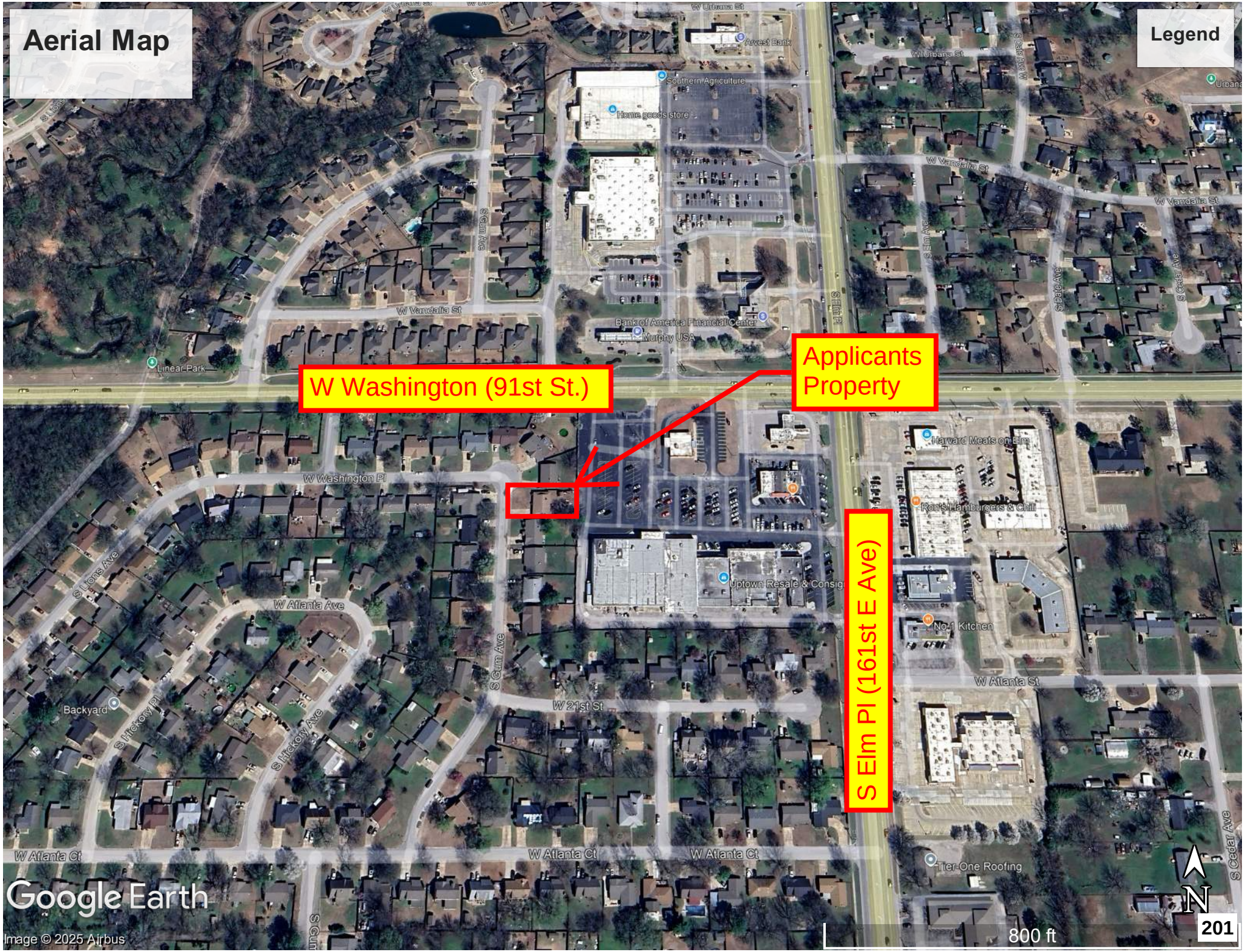
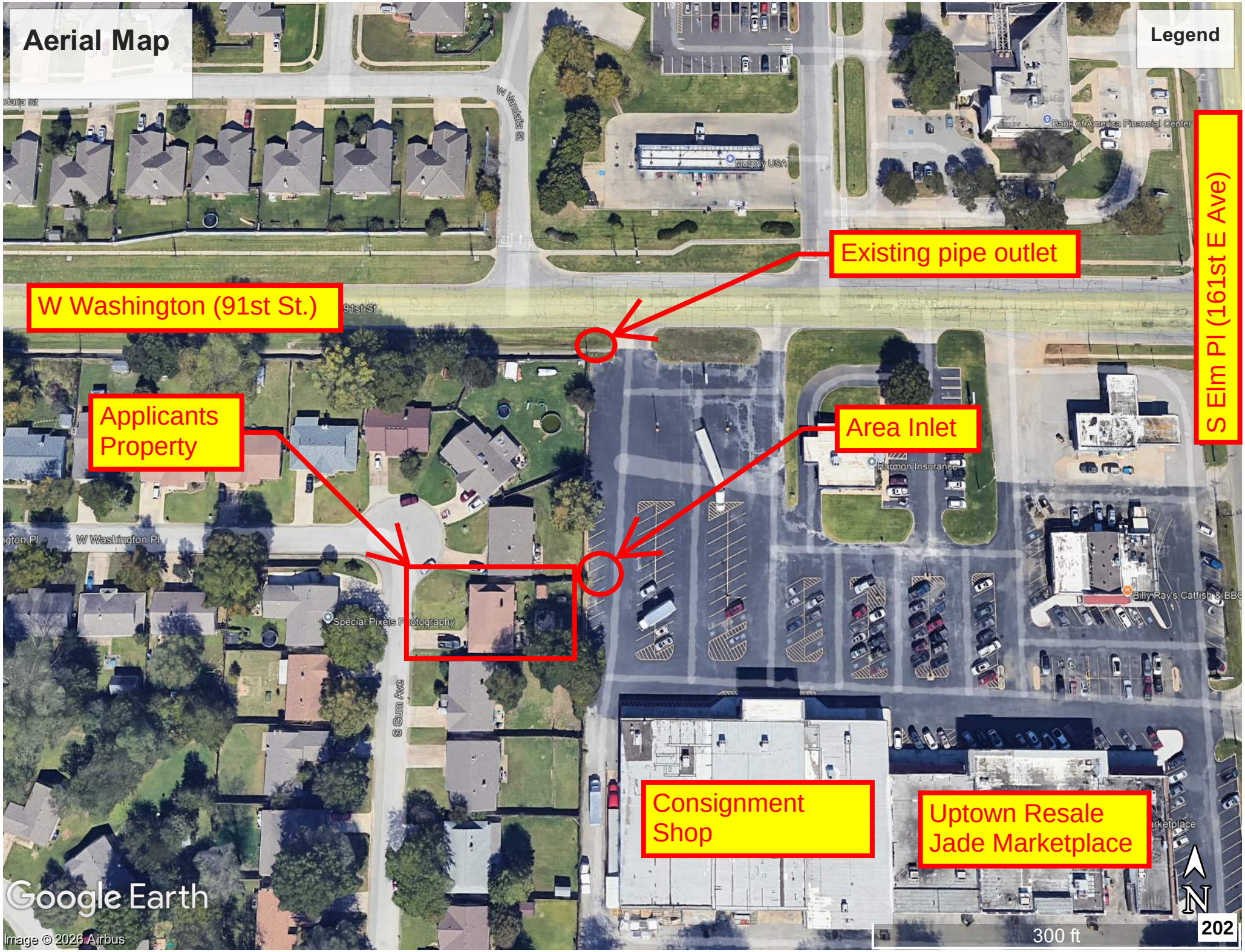
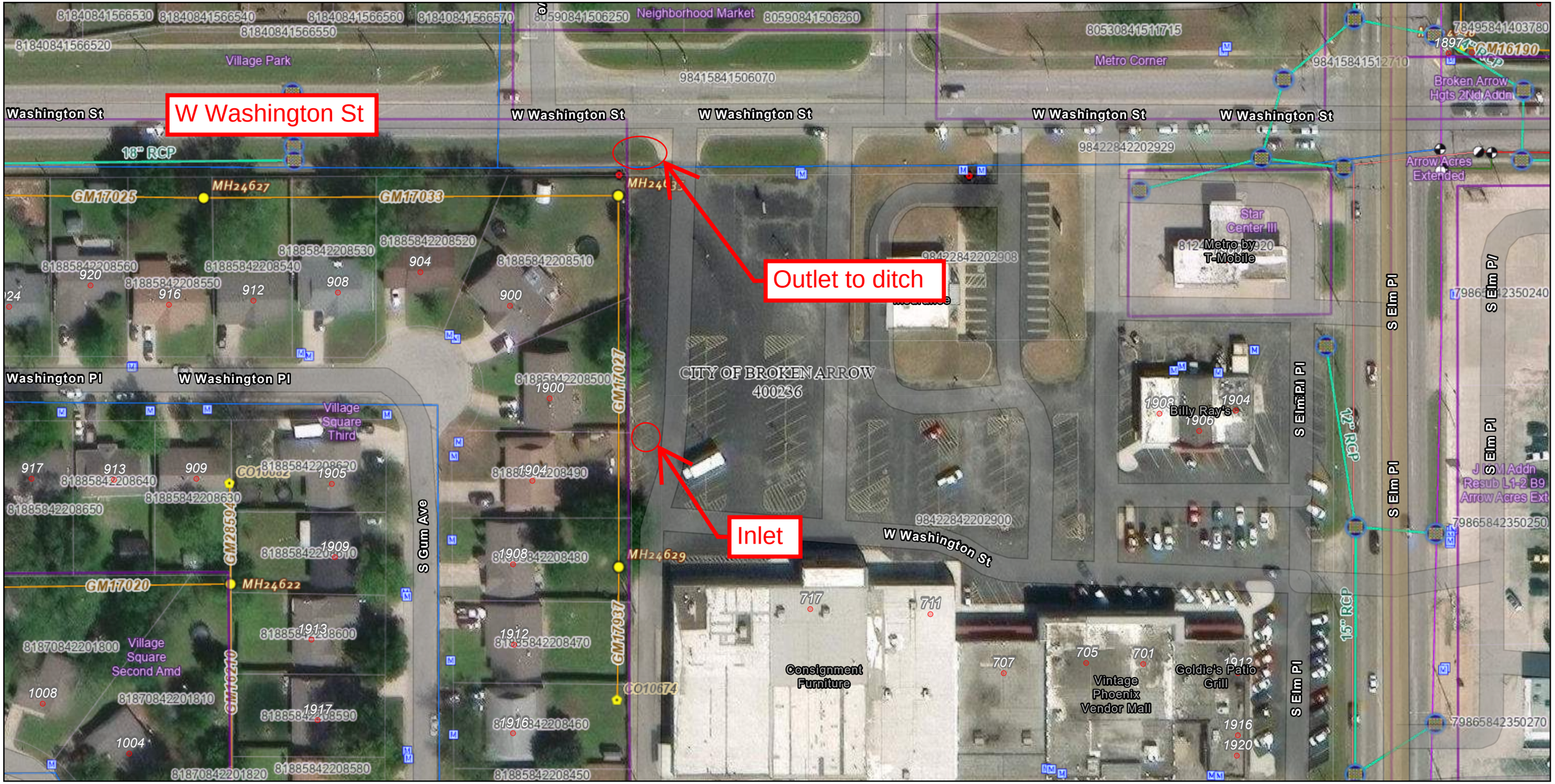

Aerial Map
Legend
W Washington (91st St.)
Applicants Property
S Elm Pl (161st E Ave)
W Washington Pl
W Atlanta Ave
W 21st St
W Atlanta St
W Atlanta Ct
W Vandalia St
W Urbana St
S Gum Ave
S Elm Pl
S Lions Ave
S Hickory Pl
S Hickory Ave
S Cedar Ave
Linear Park
Backyard
Southern Agriculture
Home goods store
Arvest Bank
Bank of America Financial Center
Murphy USA
Harvard Meats on Elm
Rant's Hamburgers & Chili
Uptown Resale & Consig
No-1 Kitchen
Tier One Roofing
Google Earth
Image © 2025 Airbus
800 ft
N
201


Aerial Map
Legend
Existing pipe outlet
W Washington (91st St.)
S Elm Pl (161st E Ave)
Applicants Property
Area Inlet
Consignment Shop
Uptown Resale Jade Marketplace
W Washington Pl
S Gum Ave
Google Earth
Image © 2026 Airbus
300 ft
N
202

Stormwater Utility Map



4/20/2026 2:56 PM

- Address Points
- Creeks
- City Owned Detention Ponds
- Private Detention Ponds
- 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 Structures

Structure Type

- Flood Structure
- Bridge
- Dam,
- Other
- Transect
- Coastal
- Levees
- Base
- Cross-
- Profile
- Political

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0 0.01 0.03 0.05 mi

Microsoft, Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Existing Inlet

Existing Outlet

Fence Line

Aerial Map
Legend
Drainage Area.
Approximately 2.2 Acres
Up-size inlet and pipe
flows to the ROW ditch
W Washington St (91st St)
S Elm Pl
Install curbs to convey
flows to a common point
W Vandalia St
E 91st St
W Washington Pl
W Atlanta Ave
W 21st St
W Atlanta Ct
W Atlanta St
S Gum Ave
S Elm Pl
S Cedar Ave
S Lions Ave
S Hickory Ave
Backyard
Bank of America Financial Center
Murphy USA
Southern Agriculture
Home goods store
Harvard Meats on Elm
Ron's Hamburgers & Chili
Uptown Resale & Consi
No.1 Kitchen
Tier One Roofing
Google Earth
Image © 2025 Airbus
800 ft
N
207

City of Broken Arrow

Request for Action

File #: 26-690, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:

Acceptance of the Drainage Advisory Committee's recommendation to approve expenditures of 2018 General Obligation Bond funds to expend funds for conceptual report and possible preliminary design of a drainage solution

Background:
The case was brought before the Drainage Advisory Committee on April 27, 2026, for design funds to obtain a conceptual report and possibly preliminary designs for an area near Rhoades Elementary School. The Committee voted unanimously to recommend approval of expenditure of funds.

A citizen contacted the City asking for help regarding Blocked culverts and Flooding in their backyard. The applicant stated that the culverts that run along Midway do not function and need to be cleaned out. The Streets and Stormwater department have been made aware and are working to clean them.

The citizen also stated that their garage flooded during a recent rain, and their backyard floods during heavy rains.

This is in the Dodson Addition located two blocks South of Kenosha between 1st Street and 4th Street. The subdivision was platted in 1949. Midway has no curbs and the flows from the front yards are conveyed through the ditch that runs along the street. The backyards were designed in 1949 to convey the stormwater from 4th St to 1st St. However, there is no defined swale or drainage easement for this area. Over time, fences have been constructed, the drainage area has silted in, and large trees have grown reducing the conveyance of the stormwater. This was designed prior to current standards. The drainage area to the applicant's house is approximately 12 acres.

Two rough concepts were considered. One is to regrade the swale between the houses. This option has additional concerns with a sanitary sewer along the property lines. The second option is to have a consulting engineer provide some concepts and potentially preliminary design about collecting the stormwater along Greeley St. with an estimated cost of $75,000.

This is in the Haikey Creek Basin

Staff is requesting $75,000.00 of the 2018 General Obligation Bond Proposition 6 funds to acquire a conceptual report and a possible preliminary design.

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 the expenditure of 2018 General Obligation Bond funds for conceptual report and possible preliminary design of a drainage solution

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	03/13/2026
NAME	Mirta Roca
ADDRESS / LOCATION	323 E Midway
WATERSHED	Haikey Creek
ESTIMATE	$75,000.00
CASE NO.	26-012

DESCRIPTION

A citizen contacted the City asking for help regarding Blocked culverts and Flooding in her backyard. The applicant stated that the culverts that run along Midway do not function and need to be cleaned out. They also stated that their garage flooded during a recent rain, and their backyard floods during heavy rains.

This is in the Dodson Addition located two blocks South of Kenosha between 1st Street and 4th Street. The subdivision was platted in 1949. Midway has no curbs and the flows from the front yards are conveyed through the ditch that runs along the street. The backyards were designed in 1949 to convey the stormwater from 4th St to 1st St. However, there is no defined swale or drainage easement for this area. Over time, fences have been constructed, the drainage area has silted in, and large trees have grown reducing the conveyance of the stormwater. This was designed prior to current standards. The drainage area to the applicant's house is approximately 12 acres.

Two rough concepts were considered. One is to regrade the swale between the houses. This option has additional concerns with a sanitary sewer along the property lines. The second option is to have a consulting engineer provide some concepts and potentially preliminary design about collecting the stormwater along Greeley St. with an estimated cost of $75,000.

The driveway culverts along Midway were sent to the Streets & Stormwater Department. They are working on cleaning them.

This is in the Haikey Creek Basin

Case No. 26-012

BENEFIT

The public benefit is to direct the flow of water away from the houses to prevent water from entering the houses.

RECOMMENDATION

Staff recommends approval of $75,000.00 to hire a consulting engineer to provide a conceptual report and possible a preliminary design.

COMPLETED BY: David Reed **DATE: 04/21/26**

Reed, David

From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Friday, March 13, 2026 11:01 AM
To: pwilson@brokenarrowok.gov; engineering.stormwater@brokenarrowok.gov
Subject: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Drainage Advisory Committee Project Application

Submission #: 4686451
IP Address: 184.179.35.242
Submission Date: 03/13/2026 11:00
Survey Time: 8 minutes, 27 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

mirta roca

Phone

(918) 845-8806

Email

mirta1800@gmail.com

Owner Mailing Address

323 E Midway St
Broken Arrow, OK 74012

Address of Property with Drainage Problem

323 E Midway St
Broken Arrow, OK

Location of Drainage Issue on Property

drain clogged with debris/dirt

Description of Problem

the drain below my mailbox to the right and on the left a total of two drains. Someone came out and removed some leaves and did not dig below so the water will not settle when it rains. also the house to the right of mine, the drains are also filled with debris. I had flooding in my garage one week ago when we had the heavy rain. I would appreciate if someone that know what to do and how to handle the situation would be an immense help so i will not have a future flooding. Please contact me with questions and with a resolution regarding this matter. Also I would like for someone to call me regarding flooding in my backyard to see if City of Broken Arrow can help or direct me for recommendation and what are my options. Thank you.

Please attach photos depicting the Drainage Issue

Thank you,
City of Broken Arrow

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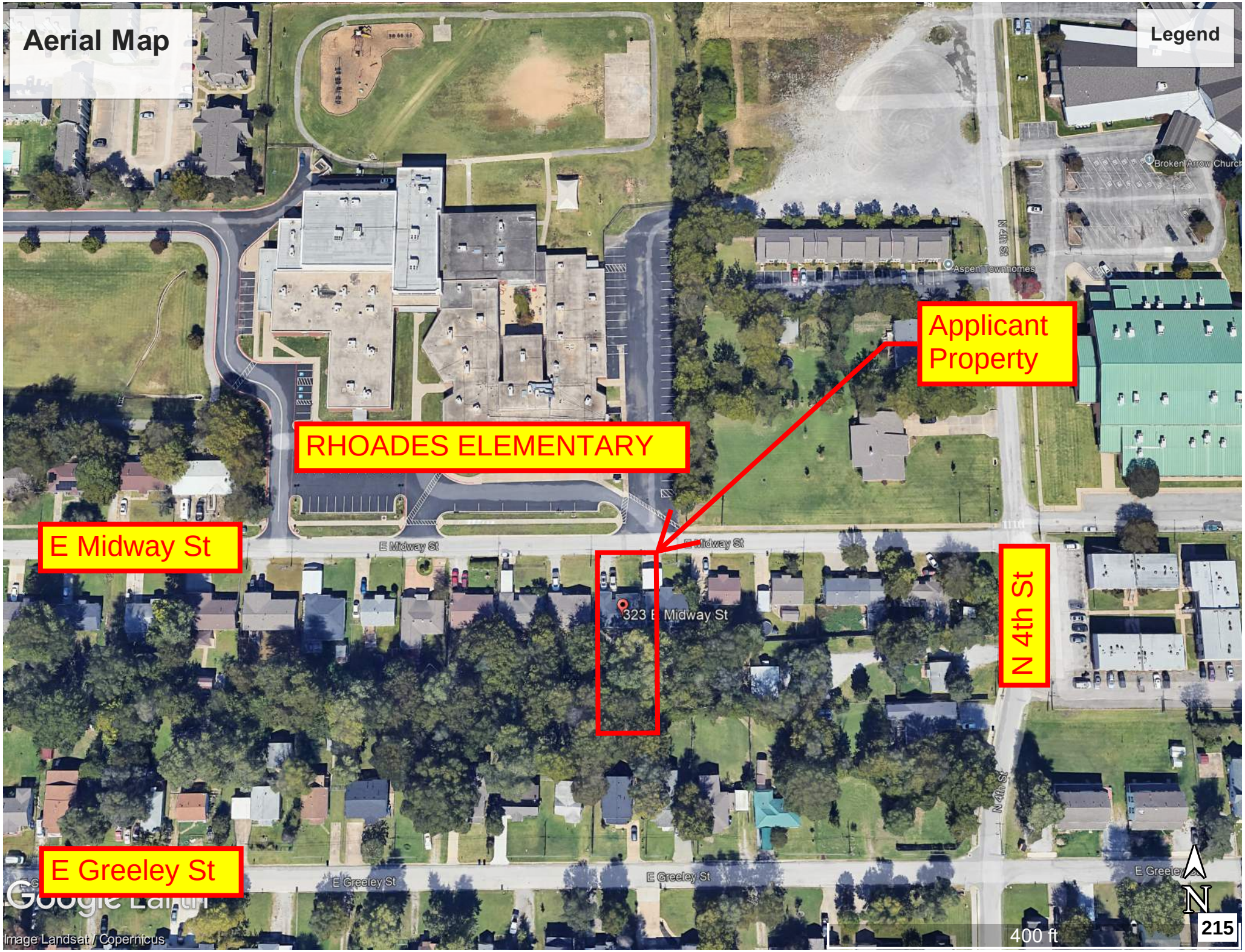
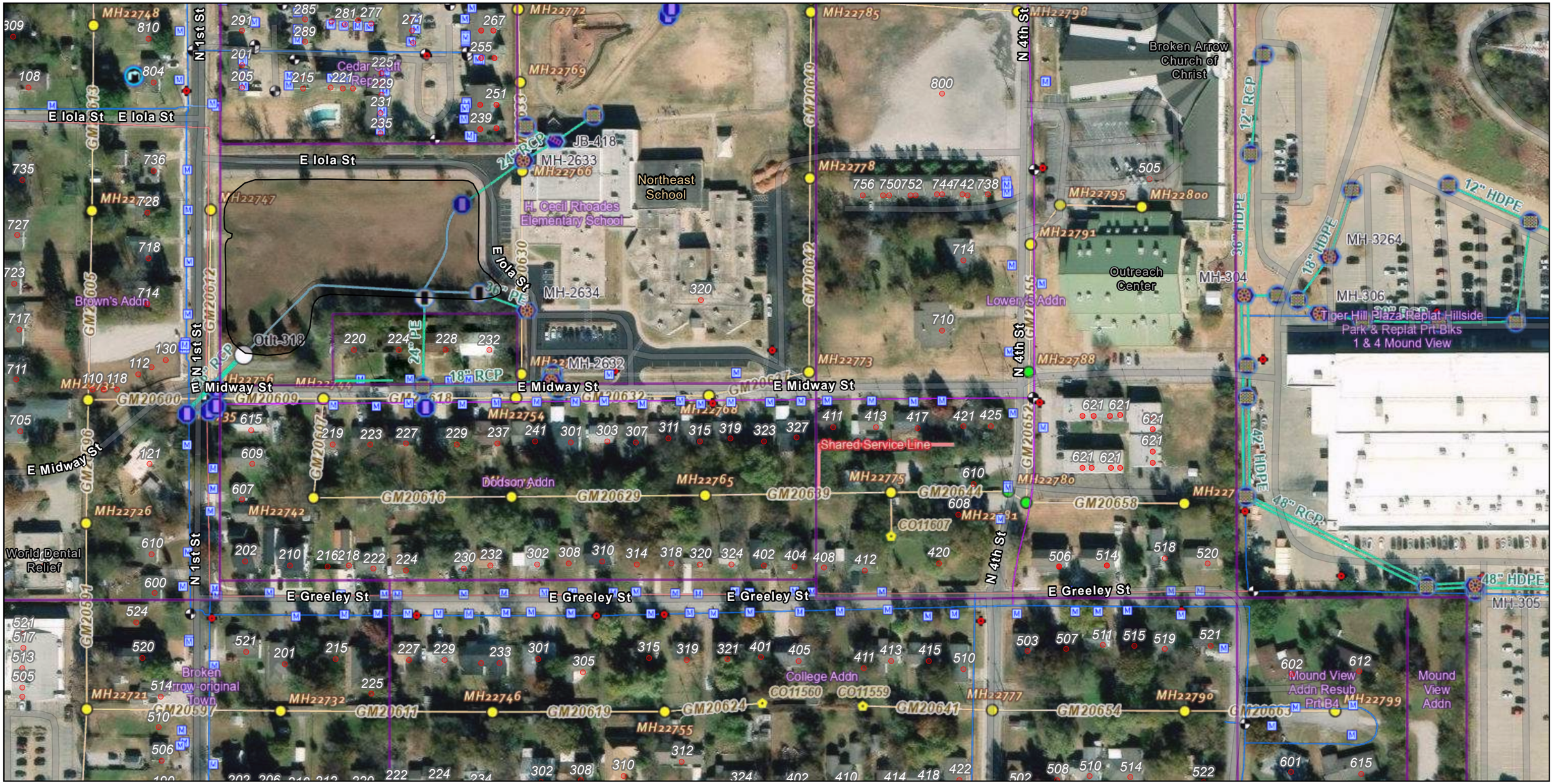
Aerial Map
Legend
W Kenosha St (71st St)
Rhoades Elementary
Flight Safety
Applicant Property
S Lynn Lane (S 177th E Ave
Google Earth
Image Landsat / Copernicus
1000 ft
N
214


Aerial Map
Legend
Applicant Property
RHOADES ELEMENTARY
E Midway St
N 4th St
E Greeley St
323 E Midway St
Aspen Townhomes
Broken Arrow Church
Image Landsat / Copernicus
400 ft
N
215

Stormwater Utility Map



4/21/2026 10:53 AM

Wetlands
- Freshwater Emergent Wetland
- Riverine
- Freshwater Forested/ Shrub Wetland
- Freshwater Pond
- Other
- Estuarine and Marine Wetland
- Lake

- Estuarine and Marine Deepwater
- Other
- Address Points
- Creeks
- City Owned Detention Ponds
- Private Detention Ponds
- Fenceline
- City Limits
- Streams
- SubDivisions

Culvert
- Unknown
- Pipe Culvert
- Pipe Arch Culvert
- Box Culvert
- Arch Culvert
- Bridge Culvert

Linear Drain
- Unknown

- Trench Drain
- Slotted Drain

Open Channel
- Unknown
- Aquaduct Channel
- Spillway Channel
- Natural Channel
- Ditch Channel
- Roadside Gutter

Pipe
- Unknown
- Gravity
- Force
- Perforated

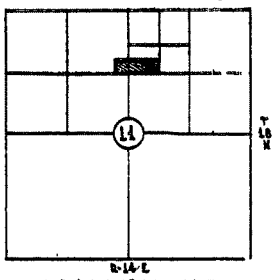
BMP Inlet
- Unknown
- Apron

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 0.03 0.05 0.1 mi

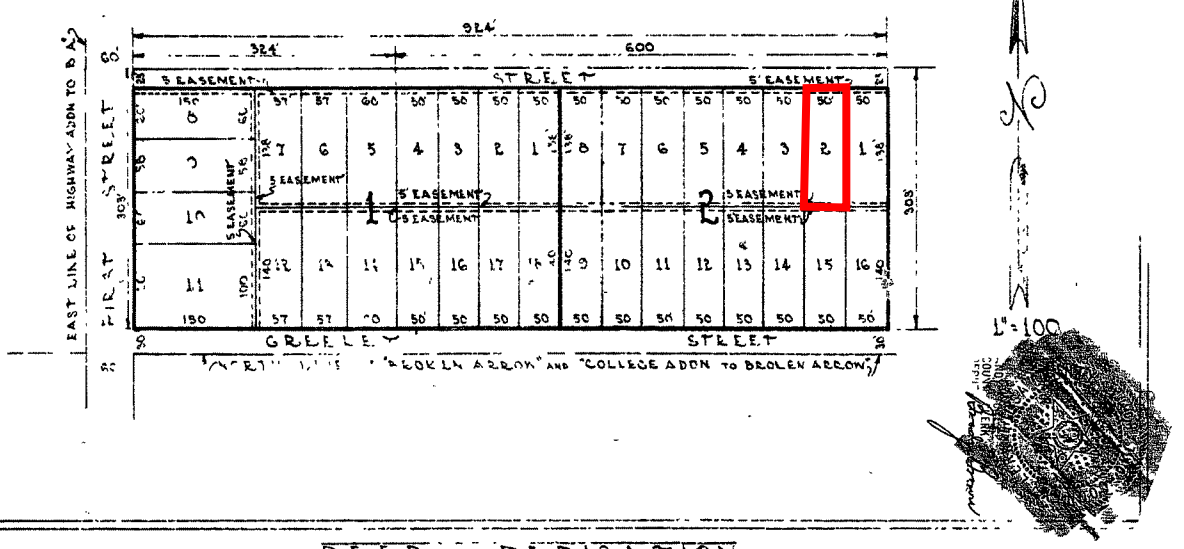
Microsoft, Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

DODSON ADDITION
TO
BROKEN ARROW
IN
TULSA COUNTY
OKLAHOMA



LOCALITY MAP #1452

875583



DEED of DEDICATION

875583

KNOW ALL MEN BY THESE PRESENTS: That we, W.R. Dodson and Vivie Dodson, husband and wife, and J.B. Barnes and Nettie Barnes, husband and wife, are the owners of the property lastly and secondly, hereinafter described as our interests appear hereinafter and that said property being the whole of the property described as follows, to-wit:

Beginning 30' North of the South line of the N.E. ¼ of the NW ¼ of Section 11, T-18-N, R-14-E Tulsa Co Okla, at a point that is 324' East of the East boundary of First Street in Broken Arrow, Okla, thence East 924', thence North 303', thence West 924' to the East boundary of said First Street, thence South 303' to the point of beginning,

and that we, J.B. Barnes and Nettie Barnes, husband and wife are owners of property in Tulsa County, Oklahoma described as follows, to-wit:

Beginning 30' North of the South line of the N.E. ¼ of the NW ¼ of Section 11, T-18-N, R-14-E Tulsa Co Okla, at a point that is 324' East of the East boundary of First Street in Broken Arrow, Okla, thence East 600' thence North 303', thence West 600' thence South 303' to the point of beginning,

and the said W.R. Dodson and Vivie Dodson, husband and wife, and J.B. Barnes and Nettie Barnes, husband and wife are the owners of the whole of the property described as follows, to-wit:

Beginning 30' North of the South line of the N.E. ¼ of the N.W. ¼ of Section 11, T-18 N, R-14 E Tulsa Co Okla at a point on the East boundary of First Street in Broken Arrow, Okla, thence East 924', thence North 303', thence West 924' to the East boundary of said First Street, thence South 303' to the point of beginning,

and that together we have caused this same to be surveyed staked and platted and said tract to be known as DODSON ADDITION TO BROKEN ARROW, OKLAHOMA as shown on the plat hereto and made a part hereof, and that together we do hereby dedicate to the public for use forever all Streets Thoroughfares and Avenues, and Easements shown on the above plat except that the easements shown above, over and upon the lots as they are laid out shall be used solely for the purposes of installing, maintaining and removing, and replacing all poles, overhead wires, electrical power lines, sewer lines natural gas lines, water lines and that together we do hereby clear title and right of ingress and egress to all land that is dedicated, and that together we do hereby impose the following restrictions upon said ADDITION to wit:

No building shall be erected on any Lot nearer than 25' to any front lot line nor nearer than 5' to any side lot line

WITNESS our hands this 29th day of April, 1952

W.R. DODSON

VIVIE DODSON

J.B. BARNES

NETTIE BARNES

State of Oklahoma }
County of Tulsa }

Before me, a Notary Public in and for said State, on this 29th day of April, 1952, personally appeared W.R. Dodson and Vivie Dodson, husband and wife, and J.B. Barnes and Nettie Barnes, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary acts and deeds for the uses and purposes therein set forth.

WITNESS my hand and official seal this day and year last above written.

My commission expires June 12, 1952

Paul E. Lund
Notary Public

CERTIFICATE OF THE TULSA COUNTY SURVEYOR

I, the undersigned, duly elected County Surveyor of Tulsa County, Oklahoma do hereby certify that I have examined the hereinabove described property and that the stakes, and platted corner monuments are correctly shown on the plat, and that the same are placed at the corners of each Lot and Block and that the above plat is correct.

WITNESS my hand and seal this 29th day of April, 1952

Tom Collins
Tulsa County Surveyor

State of Oklahoma }
County of Tulsa }

Before me, a Notary Public in and for said County and State on this 29th day of April, 1952, personally appeared Tom Collins to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal this day and year last above written.

My commission expires June 12, 1952

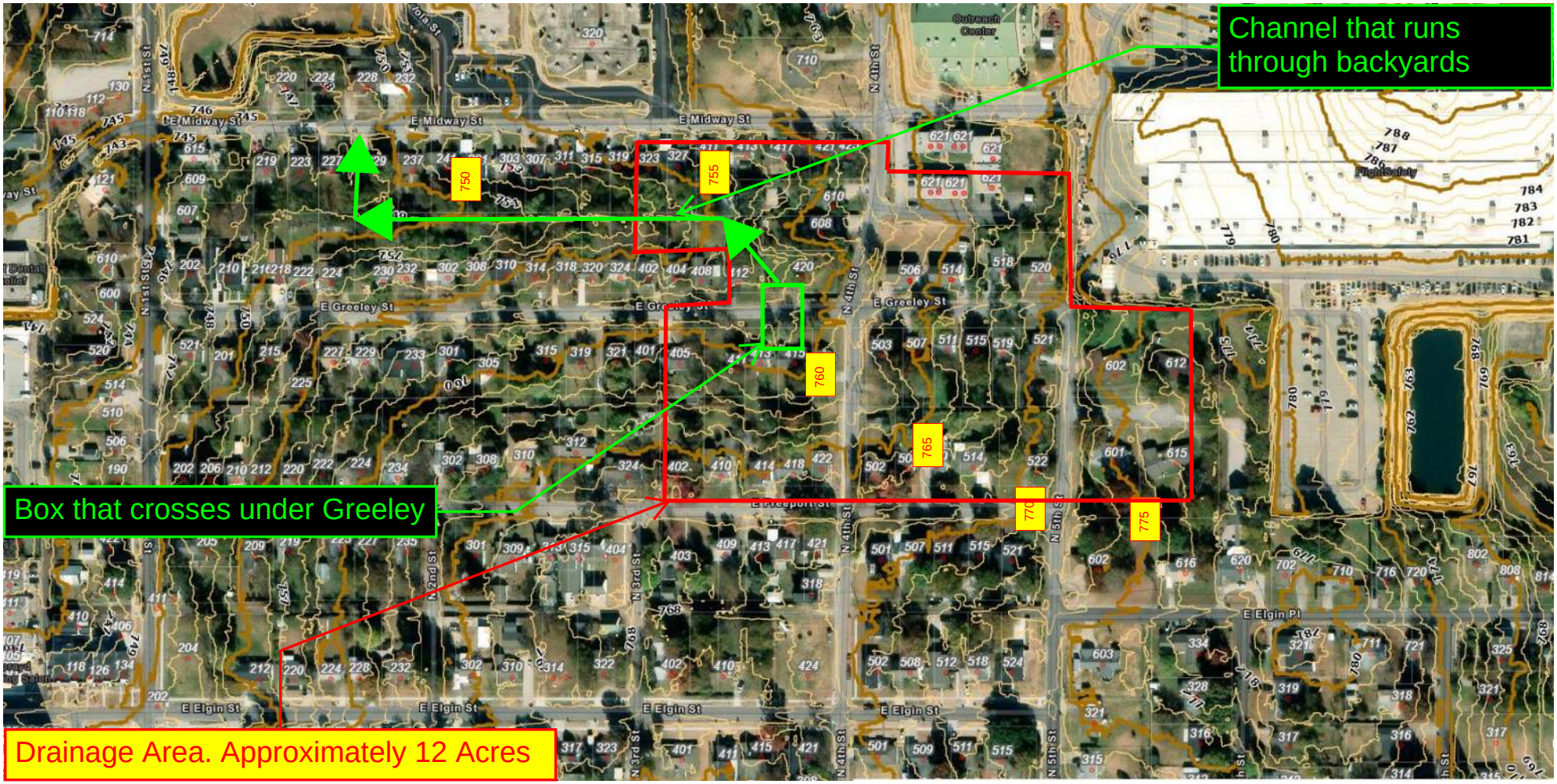
Paul E. Lund
Notary Public

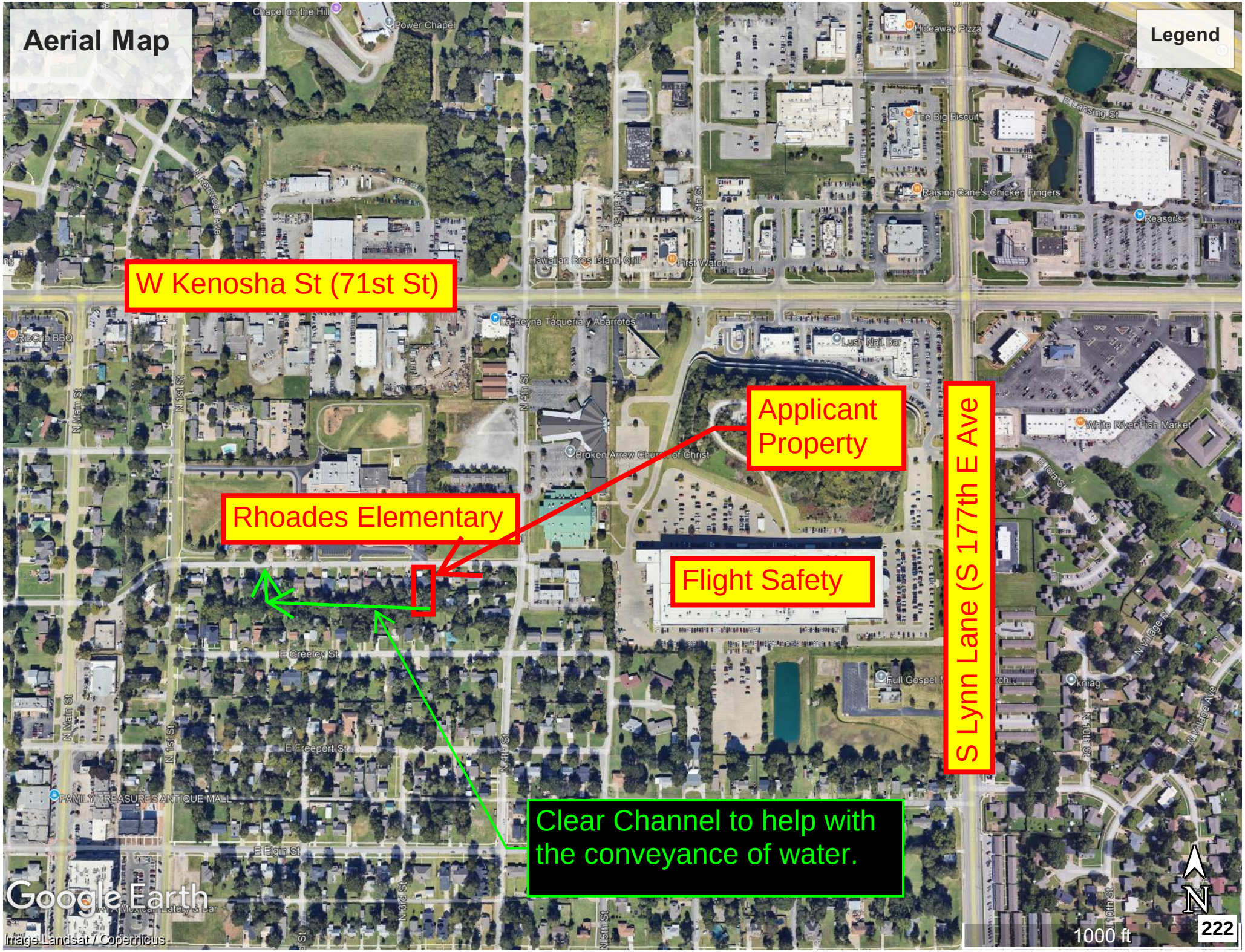
Fence upstream of Applicants property

Few days post rain, ground still saturated

Channel in between houses

Culverts around Greeley Connection


Channel that runs through backyards
Box that crosses under Greeley
Drainage Area. Approximately 12 Acres
750
755
760
765
770
775
E Midway St
E Greeley St
E Elgin St
E Elgin Pl
N 1st St
N 2nd St
N 3rd St
N 4th St
N 5th St
Outreach Center


Aerial Map
Legend
W Kenosha St (71st St)
Applicant Property
Rhoades Elementary
Flight Safety
S Lynn Lane (S 177th E Ave
Clear Channel to help with the conveyance of water.
Google Earth
Image Landsat / Copernicus
1000 ft
N
222

Aerial Map
Legend
W Kenosha St (71st St)
Applicant Property
Rhoades Elementary
Flight Safety
S Lynn Lane (S 177th E Ave
Upgrade existing box to capture flows from area, convey them along Greeley to First Street.
Google Earth
Image Landsat / Copernicus
1000 ft
N
223

City of Broken Arrow

Request for Action

File #: 26-691, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:
Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to expend funds for clearing of an overgrown channel

Background:
The case was brought before the Drainage Advisory Committee on April 27, 2026, for funds to assist with clearing a section of creek that flows though a block of houses located near the intersection of Freeport and Date Street. The Committee unanimously voted to recommend approval of expenditure of funds.

After the work is completed, the individual property owners will be responsible for maintenance.

The section of creek has become overgrown and causes flooding of the backyards during heavy rain events. This is the Original Town of Broken Arrow; it was platted around 1906. Located at the corner of Freeport and Date Street. This creek has become overgrown and restricts the flow of water. The Creek drains into a concrete channel that runs along the Nursing Home and into the roadside ditch along N Elm Pl. Stream Stats estimates that 175 acres drain through this section of creek, with a peak 1% storm flow rate of 652 cubic feet per second.

The concept for this project is to contract with a landscaping company to come in and clear the channel to restore its functionality. If the project is approved and then completed the future maintenance responsibility of the channel will remain with the landowners.

This is in the Haikey Creek Basin

Staff is requesting $50,000.00 of the 2018 General Obligation Bond Proposition 6 funds for clearing of an overgrown 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 clearing of an overgrown channel

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	03/13/2026
NAME	Steven Jones
ADDRESS / LOCATION	413 W Freeport
WATERSHED	Haikey Creek
ESTIMATE	$50,000.00
CASE NO.	26-008

DESCRIPTION

A citizen contacted the City asking for help regarding creek maintenance in their backyard. The applicant stated that the creek is overgrown and causes flooding into their backyard during heavy rain events.

This is in the Original Town of Broken Arrow; it was platted around 1906. Located at the corner of Freeport and Date Street. This creek has become overgrown and restricts the flow of water. The Creek drains into a concrete channel that runs along the Nursing Home and into the roadside ditch along N Elm Pl. Stream Stats estimates that 175 acres drain through this section of creek, with a peak 1% storm flow rate of 652 cubic feet per second.

The concept for this project is to contract with a landscaping company to come in and clear the channel to restore its functionality. If the project is approved and then completed the future maintenance responsibility of the channel will remain with the landowners.

Case No. 26-008

BENEFIT

Protection of multiple lots in the Rose District as well as a franchise utility

RECOMMENDATION

Expending funds to assist with clearing of the creek if all homes along the creek agree and grant access to their portion of the creek.

COMPLETED BY: David Reed **DATE:**

Reed, David

From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Tuesday, March 10, 2026 3:11 PM
To: pwilson@brokenarrowok.gov; engineering.stormwater@brokenarrowok.gov
Subject: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Drainage Advisory Committee Project Application

Submission #:	4679649
IP Address:	2600:8804:4d1e:5400:459e:e9af:3b57:eb46
Submission Date:	03/10/2026 3:11
Survey Time:	11 minutes, 27 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

Steven Jones

Phone

(906) 286-3244

Email

jonesjrsteven@yahoo.com

Owner Mailing Address

413 W Freeport St
Broken Arrow, OK 74012

Address of Property with Drainage Problem

413 W Freeport St
Broken Arrow, OK

Location of Drainage Issue on Property

Behind the address given

Description of Problem

The drainage creek behind my property needs major repairs, any time there is significant rain fall the creek gets clogged due to all the debris and trees. During any rain event the water has been measured as high as 18 inches deep in my back yard and has damaged my 6 foot privacy fence requiring repairs. This portion of the creek hasn't been maintained in years. I will give permission to access my property with any equipment needed to do the necessary work. Please contact me with any questions or a on site visit. Thank You

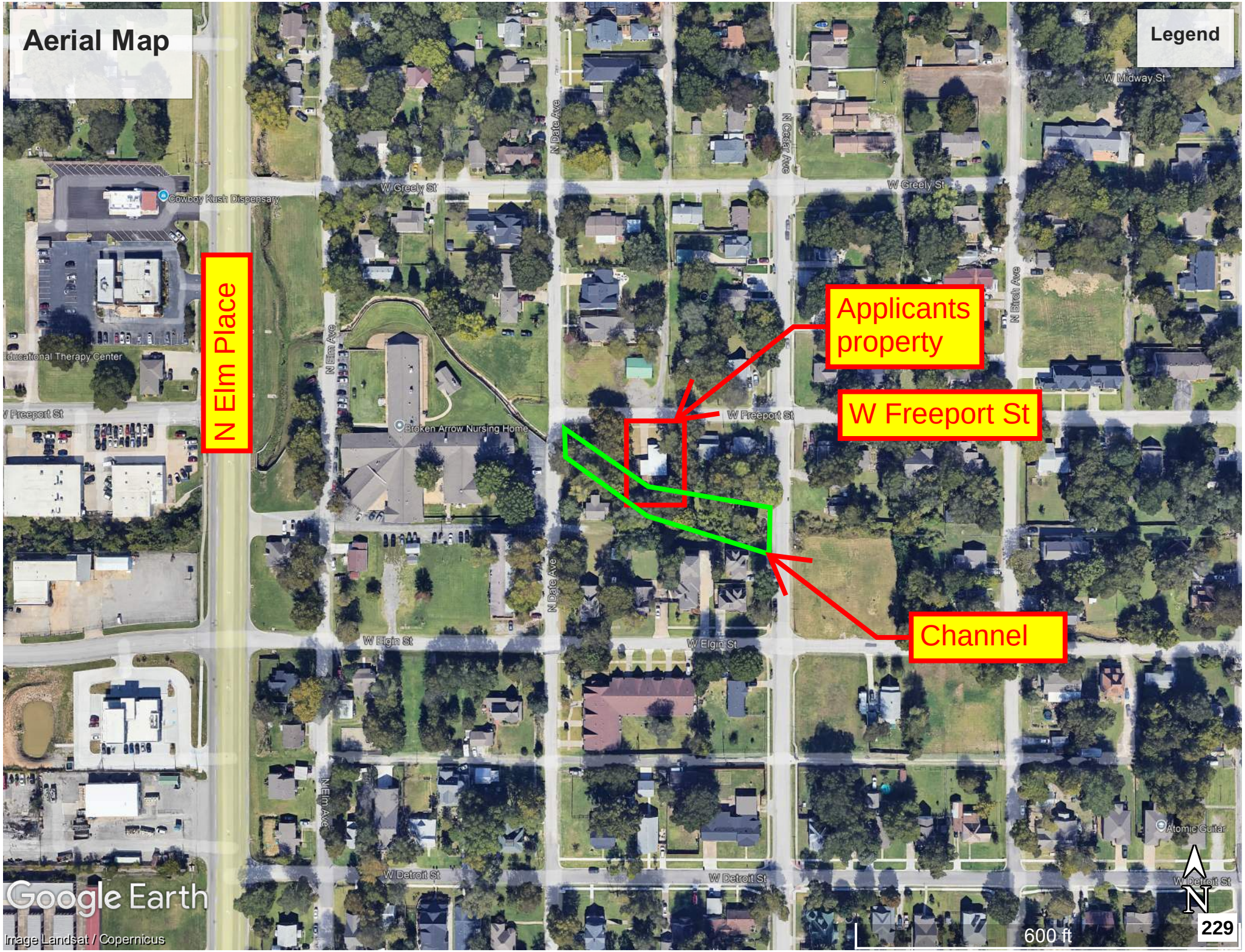
Please attach photos depicting the Drainage Issue

IMG_7854.jpeg

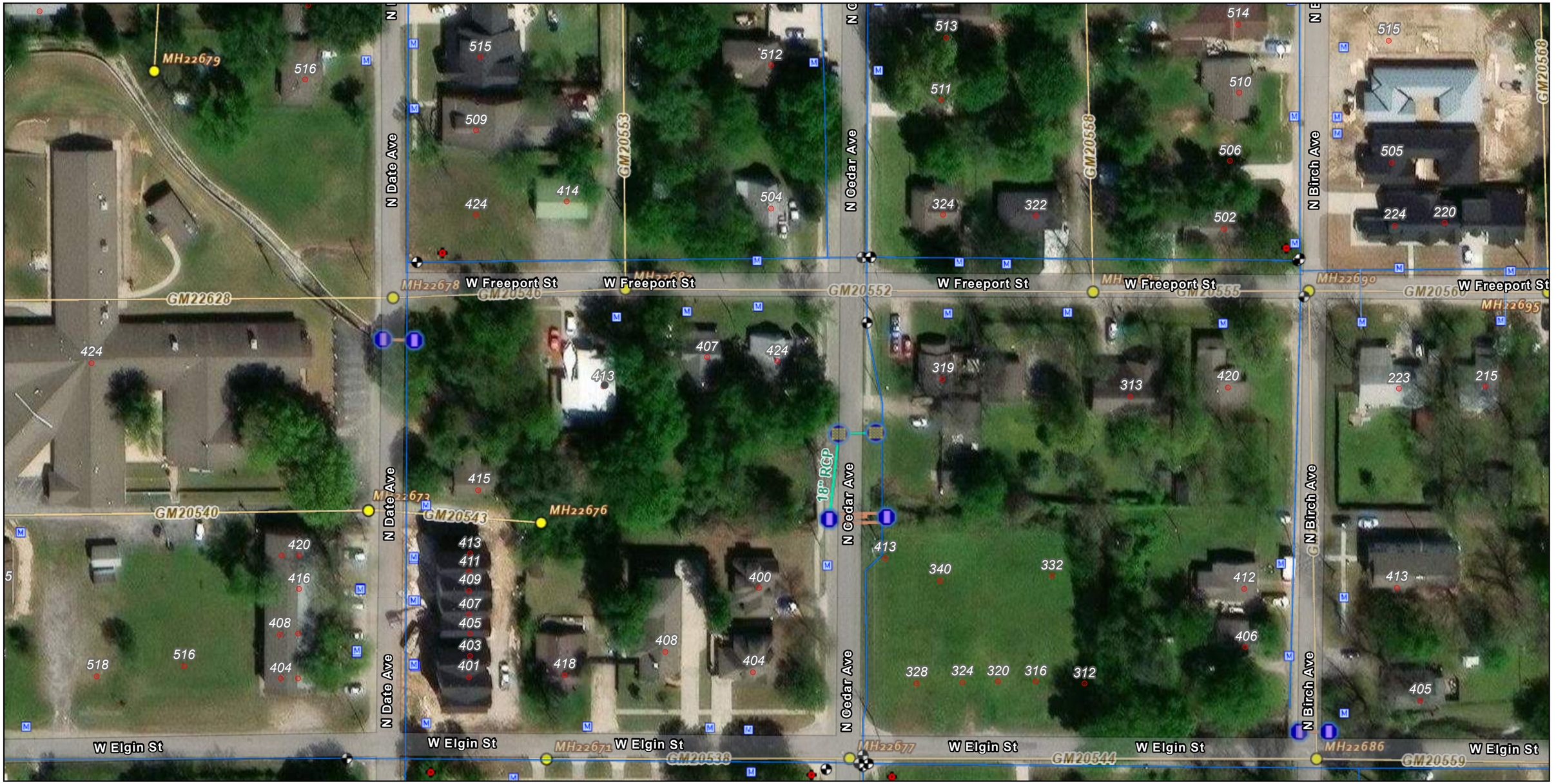
Thank you,
City of Broken Arrow

This is an automated message generated by Granicus. Please do not reply directly to this email.

Aerial Map
Legend
W Kenosha St (71st St)
N Elm Place
Applicants property
W Freeport St
Main St
N Elm Pl
Uncle Vinny's NY Pizzeria
Gyro King
McDonald's
QuikTrip
RibCrib BBQ
N Karwood Ave
N Main St
N 1st St
N Dale Ave
N Ash Ave
W Iola St
N Cedar Ave
N Birch Ave
W Hartford Pl
W Hartford St
N Elm Ave
W Midway St
W Greely St
E Greeley St
E Freeport St
FAMILY TREASURES ANTIQUE MALL
W Elgin St
E Elgin St
MAYA Mexican Eatery & Bar
N 3rd St
N 2nd St
W Detroit St
Google Earth
Image Landsat / Copernicus
1000 ft
N
228


Aerial Map
Legend
N Elm Place
Applicants property
W Freeport St
Channel
W Midway St
W Greely St
N Date Ave
N Cedar Ave
N Birch Ave
N Elm Ave
Cowboy Kush Dispensary
Broken Arrow Nursing Home
W Freeport St
W Elgin St
W Detroit St
Atomic Guitar
Google Earth
Image Landsat / Copernicus
600 ft
N
229

Stormwater Utility Map



4/22/2026 1:40 PM

- Address Points
- Creeks
- City Owned Detention Ponds
- Private Detention Ponds
- City Limits 2021 Mask
- Streams

Culvert
- Unknown
- Pipe Culvert
- Pipe Arch Culvert
- Box Culvert
- Arch Culvert
- Bridge Culvert

Linear Drain
- Unknown
- Trench Drain
- Slotted Drain

Open Channel
- Unknown
- Aquaduct Channel
- Spillway Channel
- Natural Channel
- Ditch Channel
- Roadside Gutter

Pipe
- Unknown
- Gravity
- Force Main
- Perforated

BMP Inlet
- Unknown
- Apron Inlet
- Pipe Inlet
- Channel Inlet

BMP Point
- Unknown
- Detention
- Dry Basin
- Treatment
- Wet Basin
- Bed Filter

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

Microsoft, Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Location of Property

BROKEN ARROW

CREEK NATION

INDIAN TERRITORY

SCALE 1"=150'

PLAT NOT FILED IN TULSA COUNTY

All alleys are 20' wide

Location Map
R-14-E

T 18 N — SEC 11

N W E S

Citizen Post Storm Pictures

Debris line along fence

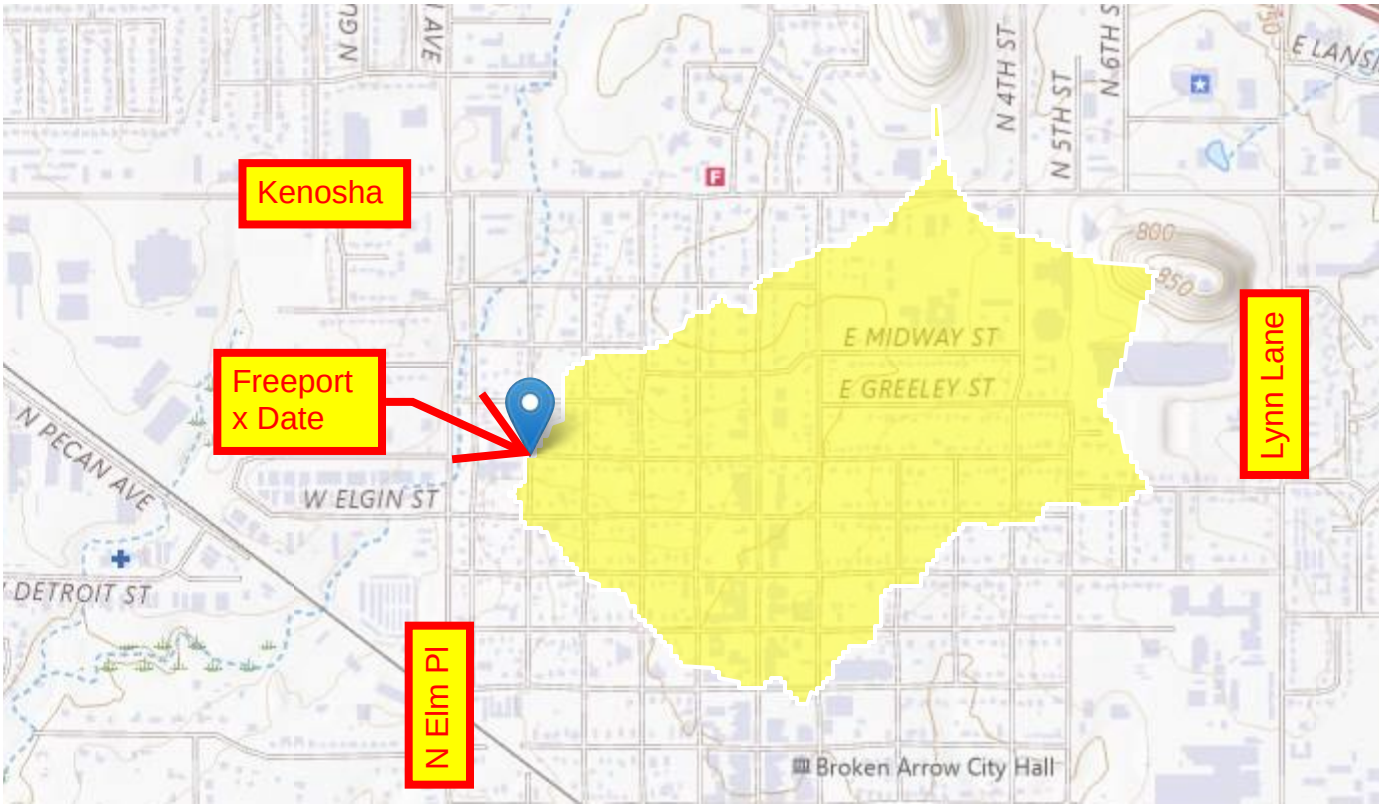
Section of Channel

View from upstream section of channel

View from downstream section of channel

StreamStats Report

Region ID: OK
Clicked Point (Latitude, Longitude): 36.05642, -95.79572
Time: 2026-04-21 13:31:29 -0500



StreamStats Update

Starting with version 4.30.0, the StreamStats application uses services that were redeveloped with open-source software components. Users may observe minor variations in computed results when compared to those from previous versions. These differences are expected and do not reflect errors in the underlying data or analytical methods. Users are advised to consider these potential variations when interpreting or comparing results generated across different versions of StreamStats. Please email streamstats@usgs.gov with any questions or concerns. A full list of changes can be found at **https://www.usgs.gov/streamstats/news/streamstats-data-updates-open-source-code-release (https://www.usgs.gov/streamstats/news/streamstats-data-updates-open-source-code-release)** .

Collapse All

Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
CONTDA	Area that contributes flow to a point on a stream	0.274	square miles
CSL10_85fm	Change in elevation between points 10 and 85 percent of length along main channel to basin divide divided by length between points ft per mi	57.05	feet per mi
DAUNREG	Unregulated drainage area used in OK regulated equations	0.274	square miles
PRECIPOUT	Mean annual precip at the stream outlet (based on annual PRISM precip data in inches from 1971-2000)	42.002	inches

Peak-Flow Statistics

Peak-Flow Statistics Parameters [Peak Region 2 Unregulated 2019 5143]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
CONTDA	Contributing Drainage Area	0.274	square miles	0.1	2510
CSL10_85fm	Stream Slope 10 and 85 Method ft per mi	57.05	feet per mi	1.98	342

Peak-Flow Statistics Parameters [Peak Region 2 NRCS Regulated 2019 5143]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
CSL10_85fm	Stream Slope 10 and 85 Method ft per mi	57.05	feet per mi	1.98	342
DAUNREG	Unregulated Drainage Area	0.274	square miles	0.1	2510

Peak-Flow Statistics Flow Report [Peak Region 2 Unregulated 2019 5143]

PIL: Lower 90% Prediction Interval, PIU: Upper 90% Prediction Interval, ASEp: Average Standard Error of Prediction, SE: Standard Error, PC: Percent Correct, RMSE: Root Mean

Squared Error, PseudoR^2: Pseudo R Squared (other -- see report)

Statistic	Value	Unit	ASEp	Equiv. Yrs.
50-percent AEP flood	118	ft^3/s	46.9	2
20-percent AEP flood	214	ft^3/s	36.2	5
10-percent AEP flood	295	ft^3/s	35	8
4-percent AEP flood	424	ft^3/s	39.9	9
2-percent AEP flood	554	ft^3/s	37.1	11
1-percent AEP flood	652	ft^3/s	39.9	12
0.2-percent AEP flood	1010	ft^3/s	50.7	12

Peak-Flow Statistics Flow Report [Peak Region 2 NRCS Regulated 2019 5143]

PIL: Lower 90% Prediction Interval, PIU: Upper 90% Prediction Interval, ASEp: Average Standard Error of Prediction, SE: Standard Error, PC: Percent Correct, RMSE: Root Mean Squared Error, PseudoR^2: Pseudo R Squared (other -- see report)

Statistic	Value	Unit	ASEp	Equiv. Yrs.
Regulated 50-percent AEP flood	118	ft^3/s	46.9	2
Regulated 20-percent AEP flood	214	ft^3/s	36.2	5
Regulated 10-percent AEP flood	295	ft^3/s	35	8
Regulated 4-percent AEP flood	424	ft^3/s	39.9	9
Regulated 2-percent AEP flood	554	ft^3/s	37.1	11
Regulated 1-percent AEP flood	652	ft^3/s	39.9	12
Regulated 0.2-percent AEP flood	1010	ft^3/s	50.7	12

Peak-Flow Statistics Flow Report [Area-Averaged]

PIL: Lower 90% Prediction Interval, PIU: Upper 90% Prediction Interval, ASEp: Average Standard Error of Prediction, SE: Standard Error, PC: Percent Correct, RMSE: Root Mean Squared Error, PseudoR^2: Pseudo R Squared (other -- see report)

Statistic	Value	Unit	ASEp	Equiv. Yrs.
50-percent AEP flood	118	ft^3/s	46.9	2
20-percent AEP flood	214	ft^3/s	36.2	5
10-percent AEP flood	295	ft^3/s	35	8
4-percent AEP flood	424	ft^3/s	39.9	9
2-percent AEP flood	554	ft^3/s	37.1	11
1-percent AEP flood	652	ft^3/s	39.9	12

Statistic	Value	Unit	ASEp	Equiv. Yrs.
0.2-percent AEP flood	1010	ft^3/s	50.7	12
Regulated 50-percent AEP flood	118	ft^3/s	46.9	2
Regulated 20-percent AEP flood	214	ft^3/s	36.2	5
Regulated 10-percent AEP flood	295	ft^3/s	35	8
Regulated 4-percent AEP flood	424	ft^3/s	39.9	9
Regulated 2-percent AEP flood	554	ft^3/s	37.1	11
Regulated 1-percent AEP flood	652	ft^3/s	39.9	12
Regulated 0.2-percent AEP flood	1010	ft^3/s	50.7	12

Peak-Flow Statistics Citations

Lewis, J.M., Hunter, S.L., and Labriola, L.G.,2019, Methods for estimating the magnitude and frequency of peak streamflows for unregulated streams in Oklahoma developed by using streamflow data through 2017: U.S. Geological Survey Scientific Investigations Report 2019–5143, 39 p. (https://doi.org/10.3133/sir20195143)

General Flow Statistics

General Flow Statistics Parameters [Duration Region 3 2009 5267]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
CONTDA	Contributing Drainage Area	0.274	square miles	8	2296
PRECIPOUT	Mean Annual Precip at Gage	42.002	inches	38	58

General Flow Statistics Disclaimers [Duration Region 3 2009 5267]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

General Flow Statistics Flow Report [Duration Region 3 2009 5267]

Statistic	Value	Unit
Average daily streamflow	0.134	ft^3/s

General Flow Statistics Citations

Esralew, R.A., Smith, S.J.,2009, Methods for estimating flow-duration and annual mean-flow statistics for ungaged streams in Oklahoma: U.S. Geological Survey Scientific Investigations Report 2009-5267, 131 p. (http://pubs.usgs.gov/sir/2009/5267/)

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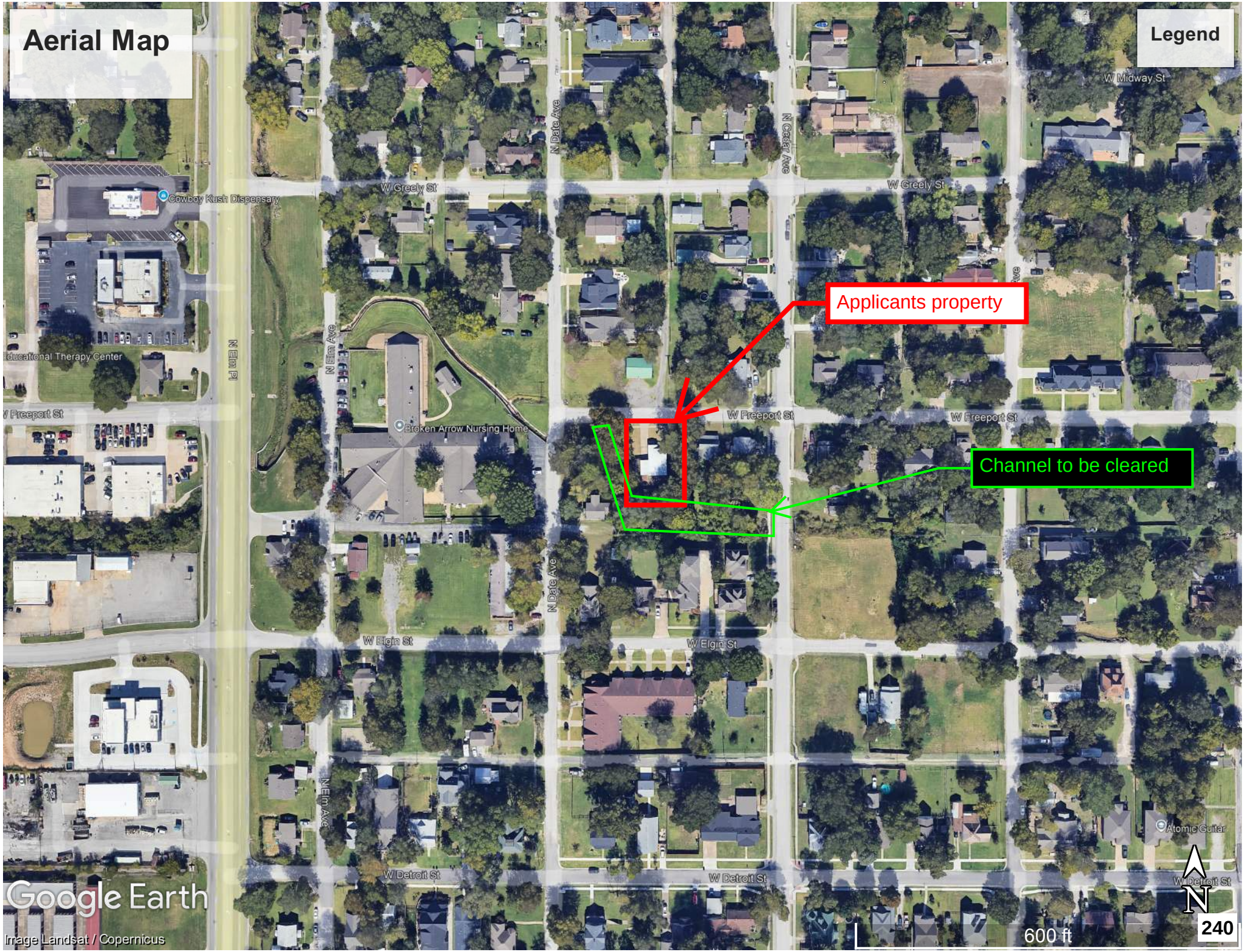
Application Version: 4.32.0
SSHydro Services Version: 1.2.1
SSDelineate Services Version: 1.1.0
NSS Services Version: 2.2.1
GageStats Services Version: 1.2.1
Pourpoint Services Version: 1.2.0
Batch Processor Version: 1.6.1


Aerial Map
Legend
Applicants property
Channel to be cleared
W Midway St
W Greely St
N Date Ave
N Cedar Ave
Cowboy Kush Dispensary
N Elm Pl
N Elm Ave
Broken Arrow Nursing Home
W Freeport St
W Elgin St
W Detroit St
Atomic Guitar
Google Earth
Image Landsat / Copernicus
600 ft
N
240

City of Broken Arrow

Request for Action

File #: 26-692, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:

Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to construct drainage improvements near 8624 S. Harp Boulevard in the Cambridge Estates Subdivision

Background:

The case was brought before the Drainage Advisory Committee on April 19, 2026 for construction funds for the designed drainage improvements at 8624 S. Harp Blvd. in Broken Arrow. The Committee unanimously voted for expenditure of funds.

A citizen contacted the City asking for help regarding runoff from the public road (S. Harp Blvd.) in front of the property owner's house. The applicant stated that the water from the road is more than the drain on the property can handle and floods the front yard. The applicant stated that the flooding has come over the front porch and they have had to pump the water out to stop it from getting into the house.

This project is located at E. 81st St. S. (W. Houston St.) and S. 241st E. Ave. (Oneta Rd.) in the Cambridge Estates subdivision that was platted in 1978 and annexed into the City of Broken Arrow in 1985. The Cambridge Estates subdivision has little to no stormwater conveyance system. The streets are the main form of conveyance with a ditch down the middle of the road.

The drainage concern was presented to the Drainage Advisory Committee on April 28th, 2025 for expenditure of survey funds and approved at the May 20th, 2025 City Council Meeting.

Design was conducted in house. Plans have been finalized and are currently going through utility coordination and ROW. A storm sewer system has been designed to divert the stormwater away from the applicant's house and into a designated drainageway that discharges at the back of the property.

Staff is requesting $60,000.00 of the 2018 GO Bond, Proposition 6 for construction funds.

Original Case No. 25-008

This area flows to Adams Creek.

Cost: $60,000.00

Funding Source: 2018 GO 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 to construct drainage improvements near 8624 S. Harp Boulevard in the Cambridge Estates Subdivision

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	3/31/2026
NAME	Allen Brenton
ADDRESS / LOCATION	8624 S. Harp Blvd.
WATERSHED	Adams Creek
ESTIMATE	$60,000.00
CASE NO.	26-005

DESCRIPTION

A citizen contacted the City asking for help regarding runoff from the public road (S. Harp Blvd.) in front of the property owner's house. The applicant stated that the water from the road is more than the drain on the property can handle and floods the front yard. The applicant stated that the flooding has come over the front porch and they have had to pump it out to stop if from getting into the house.

This is in the Cambridge Estates neighborhood located south of E. 81st St. (W. Houston St.) and west of S. 241st E. Ave. (Oneta Rd.). The subdivision was platted in 1978 and annexed into the City of Broken Arrow in 1985. S. Harp Blvd. has no curbs or storm system. The streets are intended to convey the stormwater though a ditch in the middle of the street.

The drainage concern was taken to the Drainage Advisory Committee on April 28th, 2025 for expenditure of survey funds (Case No. 25-008) and approved at the May 20th, 2025 City Council Meeting. Design was conducted in house.

Plans have been finalized and are currently going through utility coordination and ROW. A storm system is proposed to divert the water away from the property owner's house and discharge the runoff to the drainageway behind the property. Staff is requesting $60,000.00 to construct the proposed improvements.

Case No. 26-005

BENEFIT

To provide drainage improvements along a public residential road that is adversely affecting a private property owner.

RECOMMENDATION

Recommend approval and expenditure of $60,000.00 for construction funds for drainage improvements near 8624 S. Harp Blvd.

COMPLETED BY: Sarah Walters **DATE: 03/31/2026**

Walters, Sarah

From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Wednesday, January 29, 2025 10:04 AM
To: Wilson, Patrick; Engineering & Stormwater
Subject: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Drainage Advisory Committee Project Application

Submission #:	3759065
IP Address:	63.47.104.214
Submission Date:	01/29/2025 10:04
Survey Time:	24 minutes, 51 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

Allen Brenton

Phone

(918) 210-6526

Email

allen.brenton@eagleburgmann.com

Owner Mailing Address

8624 HARP BLVD.
Broken Arrow, OK 74014

Address of Property with Drainage Problem

8624 HARP BLVD.
Broken Arrow, OK

Location of Drainage Issue on Property

front of home on the north east side of proerty

Description of Problem

water from road is more than the drain can handle and floods front yard to the point it has come over the porch and i have to pump it out to stop it from flooding my home.

Please attach photos depicting the Drainage Issue

Thank you,
City of Broken Arrow

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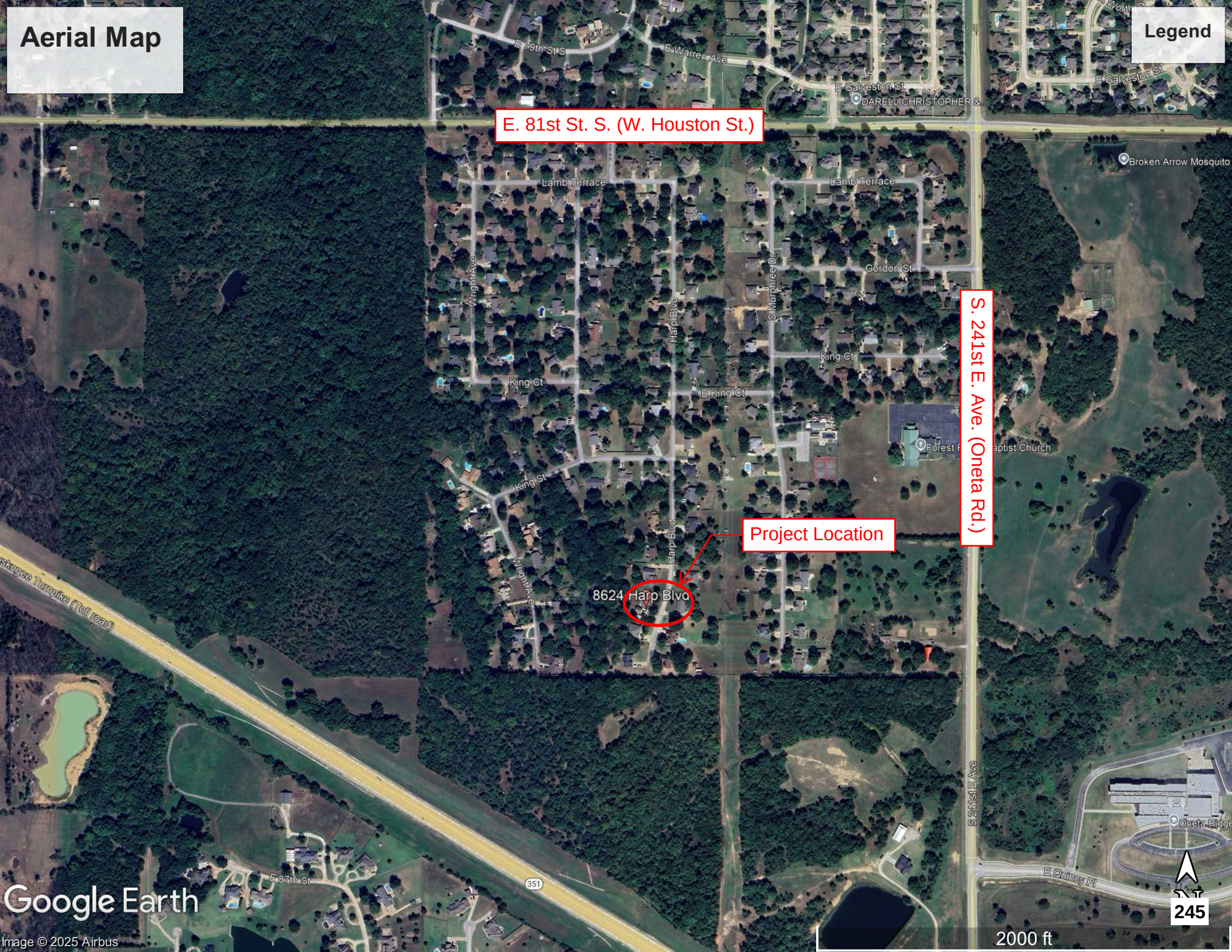
Aerial Map
Legend
E. 81st St. S. (W. Houston St.)
S. 241st E. Ave. (Oneta Rd.)
Project Location
8624 Harp Blvd
E 79th St S
E Warren Ave
E Galveston St
DARELL CHRISTOPHER &...
Broken Arrow Mosquito
Lamb Terrace
Wright Ave
Harp Blvd
S Murphree Dr
Gordon St
King Ct
E King Ct
King St
Forest F
aptist Church
Oneta Ridge
E Quincy Pl
S 241st E Ave
Skoggs Turnpike (Toll road)
E 87th St
351
245
2000 ft
Google Earth
Image © 2025 Airbus

Stormwater Utility Map

4/22/2025 1:35 PM

- Parcels
- Sections (PLSS)
- Address Points
- Contours_1ft_Bridge
- Detention Pond

Culvert
- Unknown
- Pipe Culvert
- Pipe Arch Culvert
- Box Culvert
- Arch Culvert
- Bridge Culvert

Linear Drain
- Unknown
- Trench Drain
- Slotted Drain

Open Channel
- Unknown
- Aquaduct Channel
- Spillway Channel
- Natural Channel
- Ditch Channel
- Roadside Gutter

Pipe
- Unknown
- Gravity
- Force Main
- Perforated

BMP Inlet
- Unknown
- Apron Inlet
- Pipe Inlet
- Channel Inlet

BMP Point
- Unknown
- Detention
- Dry Basin
- Treatment
- Wet Basin
- Bed Filter
- Infiltration
- Media

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0 0.05 0.1 0.2 mi

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FILED—APRIL 10, 1978

BOOK 7, PG. 50

CAMBRIDGE ESTATES

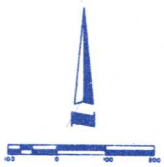
A SUBDIVISION OF ALL OF THE NORTH HALF (N/2) OF THE NORTHEAST QUARTER (NE/4) AND ALL OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHEAST QUARTER (NE/4) AND ALL OF THE WEST HALF (W/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN IN WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

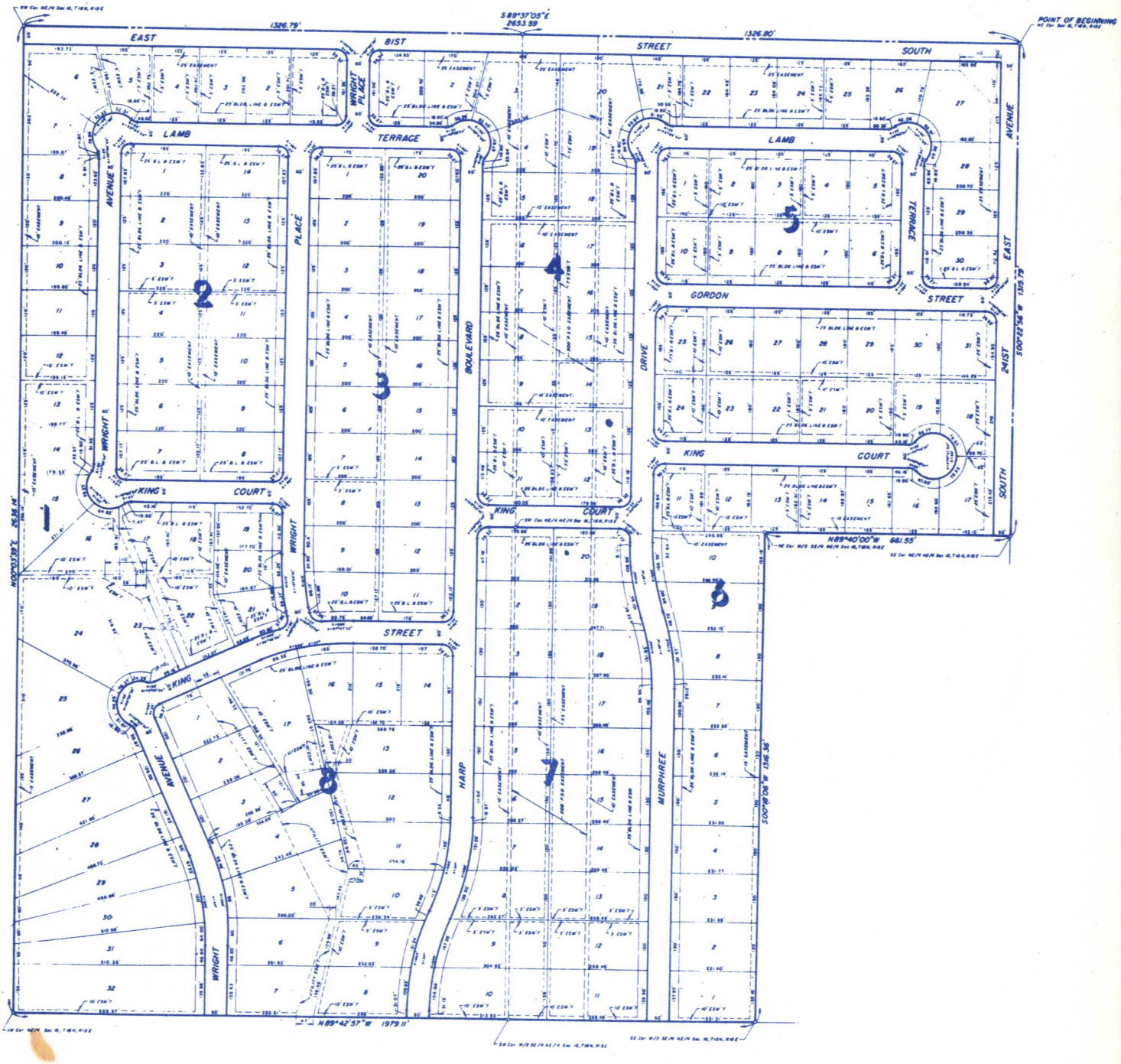
CERTIFIED TRUE COPY
JACKIE JONES COUNTY CLERK
Wagoner County, Okla.
By _____ DEPUTY

Filed for record this 10th day of April A.D. 1978 at 11:30 o'clock A.M. and duly recorded in Book 7 of Plats Page 50 Records of Wagoner County, Oklahoma and assessed
APR 10 1978
at 11:30 o'clock A.M.
MISC. G. HIBBS, County Clerk
By _____ DEPUTY

OWNER
SANDLANE INVESTMENT COMPANY
3314 E. 51st Street, Suite K
Tulsa, Oklahoma 74135
Phone: (918) 742-2417

ENGINEER:
K. N. COX & ASSOCIATES
324 Main Mall, Suite 200
Tulsa, Oklahoma 74103
Phone: (918) 583-7588





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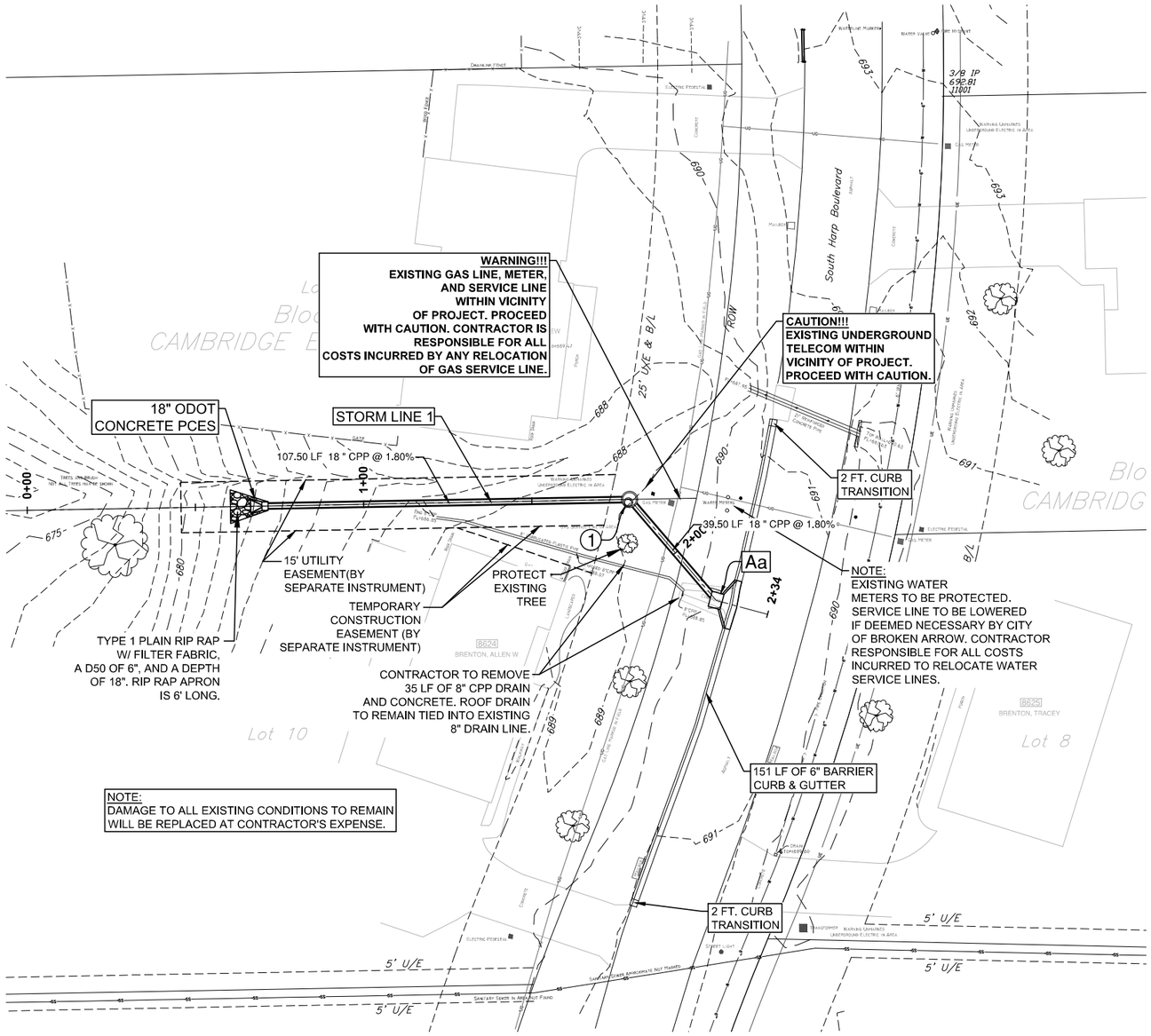
Low spot on the road – S. Harp Blvd.

Small Drain on the applicant's property is overwhelmed

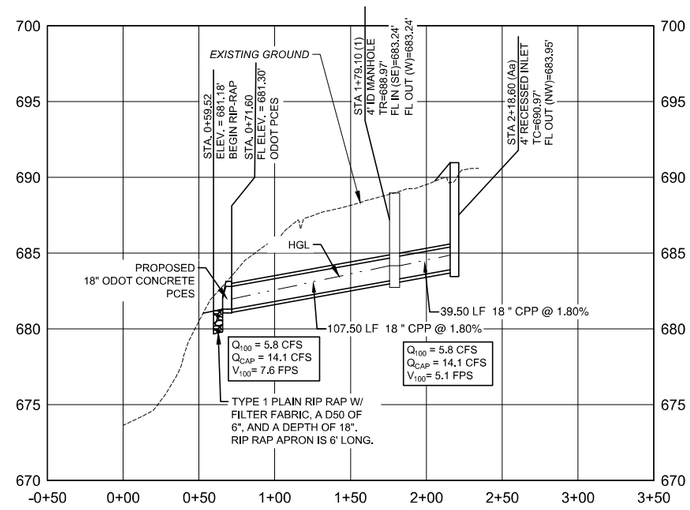
East side of S. Harp Blvd. – Existing Cross Drain

West side of S. Harp Blvd. – Existing Cross Drain

Neighbor to the north of applicant – cross drain swale



Storm Line 1 PROFILE
HORIZ. SCALE: 1"= 50'
VERT. SCALE: 5'



THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SINGED AND SEALED DOCUMENT.

T:\Active Projects\SW25130 - S. Harp Blvd. Drainage Improvements\Design\In-house Design\CAD\PLAN AND PROFILE.dwg, 3/23/2026 - 12:00 PM

BROKEN ARROW
Where Opportunity lives

N W E S
20 0 20 40

S. HARP BLVD. DRAINAGE IMPROVEMENTS

STORM SEWER PLAN & PROFILE

DATE	REVISIONS

DESIGN	DRAFTED	DATE
SAW	SAW	11/2025
REVIEWED PPW	PROJECT NO. SW25130	
APPROVED CB	SHEET 6 OF 7	

City of Broken Arrow

Request for Action

File #: 26-693, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:
Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to obtain a feasibility study to assess the health of a channel in the Aspen Pond subdivision

Background:
The case was brought before the Drainage Advisory Committee on April 27, 2026, for design funds to obtain a feasibility study and to assess the health of a channel located in the Aspen Pond subdivision. The Committee unanimously voted to recommend approval of expenditure of funds.

The channel runs along the Reserve D for Aspen Pond subdivision, platted in 2008. It is the end of a multi subdivision drainage path that flows into the East Branch of Haikey Creek. The neighboring school property has not been platted but was constructed in 1974.

The concrete walls of the channel have begun to fail and buckle in some areas. One section of the school property has begun eroding and the school's fence along the west side of the property has also begun to fail.

There are electrical transmission and distribution lines along the west side of the channel that may be affected by future erosion.

The Homeowner's Association has asked the City for help. Staff is requesting a feasibility study performed by an outside engineering firm to assess the health of the channel and possible solutions.

This is in the Haikey Creek Basin

Staff is requesting $30,000.00 of the 2018 General Obligation Bond Proposition 6 funds to obtain a feasibility study from an outside engineering firm to assess the health of the channel and possible solutions

Cost: $30,000.00

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 to obtain a feasibility study to assess the health of a channel in the Aspen Pond subdivision

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	04/23/2026
NAME	Scott Robertson, Eddie Martinez
ADDRESS / LOCATION	2459 S Redbud Pl
WATERSHED	Haikey Creek
ESTIMATE	$30,000.00
CASE NO.	26-013

DESCRIPTION

Channel runs along the Reserve D for Aspen Pond subdivision, platted in 2008. It is the end of a multi subdivision drainage path that flows into the East Branch of Haikey Creek. The neighboring school property has not been platted but was constructed in 1974.

The concrete walls of the channel have begun to fail and buckle in some areas. One section of the school property has began eroding and the school's fence along the west side of the property has also begun to fail.

There are electrical transmission and distribution lines along the west side of the channel that may be affected by future erosion.

The Homeowner's Association has asked the City for help. Staff is requesting a feasibility study performed by an outside engineering firm to access the health of the channel and possible solutions.

This is in the Haikey Creek Basin

Case No. 26-013

BENEFIT

Safety of students at the neighboring school. Protection of School property, electrical distribution and transmission lines. Channel provides drainage for multiple subdivisions in the area

RECOMMENDATION

Expending funds to obtain a feasibility study on Aspen Channel

COMPLETED BY: David Reed **DATE: 04/22/26**

Outlook

Fw: *NEW SUBMISSION* Drainage Advisory Committee Project Application

From Wilson, Patrick <PWilson@brokenarrowok.gov>
Date Wed 4/22/2026 5:00 PM
To Reed, David <DReed@brokenarrowok.gov>

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: 539-250-4191 ext. 3350
pwilson@brokenarrowok.gov | www.brokenarrowok.gov

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and, exempt from disclosure under applicable law. If you receive this message in error, you are hereby notified that the City of Broken Arrow does not consent to any reading, dissemination, distribution or copying of this message. If you have received this communication in error, please notify the sender immediately and destroy the transmitted information immediately.

From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Wednesday, April 22, 2026 4:17 PM
To: Wilson, Patrick <PWilson@brokenarrowok.gov>; Engineering & Stormwater <engineering.stormwater@brokenarrowok.gov>; Cuckler, Jordan <JCuckler@brokenarrowok.gov>
Subject: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Drainage Advisory Committee Project Application

Submission #:	4779261
IP Address:	64.24.186.243
Submission Date:	04/22/2026 4:17
Survey Time:	9 minutes, 52 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

Aspen Pond (Eddie Martinez) Aspen Pond (Scott Robertson)

Phone

(918) 691-3379

Email

scottb_robertson@yahoo.com

Owner Mailing Address

2459 S Redbud Pl
Broken Arrow, OK 74012

Address of Property with Drainage Problem

2441 South Maple Avenue
Broken Arrow, OK

Location of Drainage Issue on Property

Between 2437 and 2441 South Maple Avenue “Reserve C”

Description of Problem

We have an issue within our drainage reserve C that is impacting Vandever Elementary land as well which is located behind Aspen Pond…the concrete has buckled in some areas due to runoff and possible erosion which has impacted the school’s fence line falling over, becoming a hazard for the school kids among other issues…due to the issues over the years, the land is basically no longer holding the concrete in place

Please attach photos depicting the Drainage Issue

Thank you,
City of Broken Arrow

This is an automated message generated by Granicus. Please do not reply directly to this email.

Aerial Map
Legend
W Washington (91st St)
S Aspen Ave
Area of interest
Vandever School
2459 S Redbud Pl
W Boston Ct
W Canton Pl
W Delmar St
S Redbud Pl
S Oak Ave
S Maple Ave
Vandever Elementary School
New Beginnings Home Remodeling
Glass Chapel
Lions Park
Linear Park
Oklahoma Central Credit Union
Bear Lee New
YouTree Service
Google Earth
Image Landsat / Copernicus
257
1000 ft

Aerial Map
Legend
Area of interest
Vandever School
W Boston Pl
W Boston Ct
W Canton Pl
W Delmar St
W Canton St
W Vandever Blvd
S Oak Ave
S Narcissus Ct
S Narcissus Ave
S Maple Ave
S Lions Ave
Selver
Cuts
Google Earth
Image Landsat / Copernicus
600 ft
258

Tulsa County Clerk - EARLENE WILSON
Doc # 2008051776 Pages 1
Receipt # 985419 05/19/08 15:43:59
Fee 30.00
000985419001

PLAT No.

6206

Final Plat PUD#158B

ASPEN POND

AN ADDITION TO THE CITY OF BROKEN ARROW
BEING A SUBDIVISION OF THE NW/4 OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA

CURVE TABLE

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	24°41'24"	175.00'	75.41'
C2	24°41'24"	225.00'	96.96'
C3	90°00'00"	25.00'	39.27'
C4	48°11'23"	25.00'	21.03'
C5	276°22'46"	50.00'	241.19'
C6	186°22'46"	50.00'	162.65'

UNLESS OTHERWISE NOTED, CURVES SHOWN ARE TANGENT

100' 50' 0' 100' 200'

Unplatted

Unplatted
City of Broken Arrow

SEE FLOOD PLAIN NOTE

Area of interest

50.00' West Boston Avenue

Arrow Park Addition

Unplatted

(E. 91st St. S.)
West Washington Street

NORTHWEST CORNER OF SECTION 22, T-18-N, R-14-E, TULSA COUNTY, OKLAHOMA FND 1" IP

24.75' STATUTORY ROW

35.25' D.O.D. (BK 6396 PG 2334)

Aspen Court

South Aspen Avenue (S. 145th E. Ave.)

S 01°23'24" E 2348.47'

60.00'

75.00'

N 01°23'24" W 20.00'

N 88°36'36" E 75.00'

POB

Wolf Creek Estates

Unplatted

50.00' Canton Place

50.25' D.O.D. (BK 6396 PG 2334)

POINT OF COMMENCEMENT SOUTHWEST CORNER OF NW/4 SEC. 22, T-18-N, R-14-E, TULSA COUNTY, OKLAHOMA FND 5/8" IP WITH CAP STAMPED "LS 1253"

TCM 'A'

TCM 'B'

S 46°23'24" E 35.36'

N 88°36'36" E 33.61'

D=64°00'16" R=130.00' L=145.22'

D=39°19'09" R=125.00' L=85.78'

D=60°11'52" R=70.00' L=73.55'

D=35°30'45" R=175.00' L=108.47'

S 88°36'36" W 50.21'

S 43°36'36" W 35.36'

N 66°42'16" W 175.41'

Drainage Easement (Book 4586, Page 2360)

N 23°17'44" E 151.08'

Sewer Line Easement (Book 4107, Page 1312)

UE DOCUMENT #2007125200

N 88°36'20" E 736.18'

N 01°23'40" W 135.00'

N 88°36'20" E 4.10'

D=48°11'23" R=25.00' L=21.03'

D=185°00'20" R=50.00' L=161.45'

N 41°47'24" E 165.43'

UE DOCUMENT #2007125200

N 23°17'44" E 117.22'

S 66°42'16" E 175.41'

West Canton Court

West Canton Place

Unplatted
City of Broken Arrow

N 43°36'13" E 103.14'

N 88°36'20" E 167.08'

S 01°23'40" E 165.00'

N 88°36'20" E 46.30'

S 01°23'40" E 102.42'

N 88°36'20" E 340.00'

N 01°23'40" W 457.07'

D=48°11'23" R=25.00' L=21.03'

D=276°22'46" R=50.00' L=241.19'

D=48°11'23" R=25.00' L=21.03'

CELL TOWER SETBACK (100% OF HEIGHT)

CELL TOWER SETBACK (100% OF HEIGHT)

N 88°36'20" E 18.28'

N 01°23'40" W 131.40'

N 01°23'40" W 120.00'

West Boston Place

West Boston Court

South Oak Avenue

South Narcissus Court

South Narcissus Avenue

South Narcissus Place

South Maple Avenue

28' Easement & Right of Way (Book 4067, Page 1693)

S 01°25'24" E 1155.89'

EAST LINE OF NW/4 SECTION 22, T-18-N, R-14-E, TULSA COUNTY, OKLAHOMA

SOUTHEAST CORNER OF NW/4 SECTION 22, T-18-N, R-14-E, TULSA COUNTY, OKLAHOMA

Unplatted

Unplatted

Unplatted

Stacey Lynn 6th Addition

Vandever West

Vandever Acres 6th

S 88°36'20" W 2255.02'

RESERVE "D"

RESERVE "C"

RESERVE "B"

RESERVE "A"

UNOFFICIAL COPY

Legend

BL	BUILDING LINE
D.O.D.	DEED OF DEDICATION
FND	FOUND
IP	IRON PIN
LNA	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
ROW	RIGHT-OF-WAY
TCM	TRAFFIC CONTROL MEDIAN
UE	UTILITY EASEMENT
2X431	STREET ADDRESS

R 14 E
(EAST 91st STREET SOUTH)
WEST WASHINGTON STREET

WEST NEW ORLEANS STREET
(EAST 101st STREET SOUTH)

Location Map

Subdivision Contains One-Hundred Eighty (180) Lots in Seven (7) Blocks

1,821,587.93 SF± / 41.818 Acres±

PROJECT DATA

OWNER

CHARLES SANDERS HOMES, INC.
107 SOUTH ASH AVENUE
BROKEN ARROW, OKLAHOMA 74012
918.455.1111

ENGINEER / SURVEYOR

COOK & ASSOCIATES ENGINEERING, INC.
121 EAST COLLEGE
BROKEN ARROW, OK 74012
918.258.9442 (VOICE) 918.258.9488 (FAX)
CA#4479 EXPIRES JUNE 30, 2008

MUNICIPAL AUTHORITY

CITY OF BROKEN ARROW
210 SOUTH 1st STREET
BROKEN ARROW, OK 74012
DAVID L. WOODEN, P.E., ASSISTANT CITY MANAGER
MICHAEL SKATES, COMMUNITY DEVELOPMENT DIRECTOR
TOM HENDRIX, P.E., ENGINEERING DIRECTOR
FARHAD DAROGA, PLANNING DIRECTOR

UTILITY CONTACTS

OKLAHOMA NATURAL GAS COMPANY
5848 EAST 15TH STREET
TULSA, OKLAHOMA 74112
918.831.8334
ATTN: JOHN KISKA

VALOR TELECOM COMPANY
2300 EAST 1st PLACE
BROKEN ARROW, OK 74012
918.451.3406
ATTN: ROY VARNER
918.451.3427
ATTN: ANGELA RAHE

AEP / PSO
212 EAST SIXTH STREET
TULSA, OK 74119
918.599.2912
ATTN: CURTIS BRYANT

COX COMMUNICATIONS
11811 EAST 51st STREET
TULSA, OK 74145
918.286.4658
ATTN: KEVIN CATLETT

SITE DATA

BENCHMARK

5/8" IRON PIN, LOCATED AT THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA
ELEVATION 679.57 (NAVD 1988)

BASIS OF BEARINGS

ASSUMED BEARING OF N 01°23'24" W ALONG THE WEST LINE OF THE NW/4 OF SECTION 22, T-18-N, R-14-E OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA

LAND AREA

1,821,587.93 SF± / 41.818 Acres±

MONUMENTATION

A 3/8" X 18" DEFORMED BAR WITH AN ORANGE PLASTIC CAP STAMPED "CA4479" SET AT ALL LOT CORNERS.

A 5/8" X 18" DEFORMED BAR WITH AN ORANGE PLASTIC CAP STAMPED "CA4479" SET AT ALL BOUNDARY CORNERS.

A "MAG" NAIL WITH SHINER SET AT STREET CENTERLINE.

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 NOTE

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION # DD-51807-26

WATER AND SEWER

POTABLE WATER SUPPLY WILL BE SERVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SANITARY SEWER SERVICE WILL BE SUPPLIED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

FLOOD PLAIN NOTE

FEMA FLOOD PLAIN ZONE AE ADJUSTED TO RECENT TOPOGRAPHIC DATA.

FEMA FLOOD PLAIN DATA PER FLOOD INSURANCE RATE MAP PANEL 543 OF 725, MAP NUMBER 40143C0543 J, REVISED APRIL 16, 2003.

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 $ 100.00 per trust receipt no. 9688 to be applied to 20 08 taxes. This certificate is NOT to be construed as payment of 20 08 taxes in full but is given in order that this plat may be filed on record. 20 08 taxes and the amount of the security deposit.

Dated 19-May-08
Dennis Semler
Tulsa County Treasurer
By: Deputy

APPROVED 10-1-07 by the City Council of the City of Broken Arrow Oklahoma.

Mayor

Attest: City Clerk 8 1-22-08

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

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

Dated the ____ day of ____, 20__
EARLENE WILSON, Tulsa County Clerk

Deputy

CERTIFICATE

certify that all real estate taxes involved in this plat have d as reflected by the current tax rolls. Security as required en provided in the amount of $ ____ t receipt no. ____ to be applied to 20____ taxes. certificate is NOT to be construed as payment of 20____ full but is given in order that this plat may be filed on record taxes could exceed the amount of the security deposit.

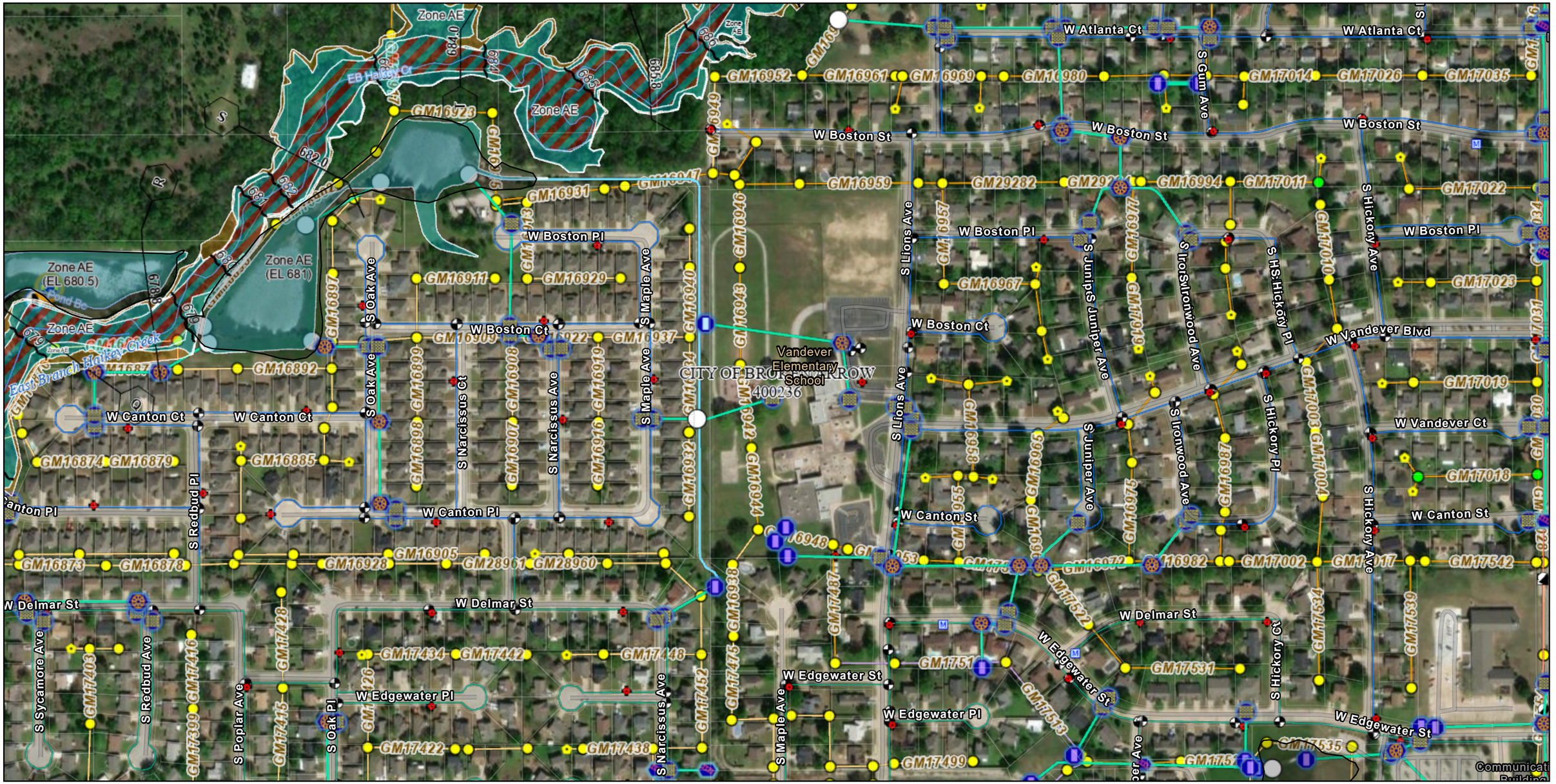
Dated ____, 20____

Dennis Semler
Tulsa County Treasurer

by ____
Deputy

ASPEN POND
DEV. #05129 / CASE NO. PT06125
Sheet 1 of 3
Date Prepared: 2/20/08

Stormwater Utility Map



4/23/2026 9:22 AM

City Owned Detention Ponds
Private Detention Ponds
Parcels (INCOG)
Streams
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 Structures

Structure Type
Flood Structure
Bridge
Dam, Weir, Jetty
Other Structures
Transect Baselines
Coastal Transects
Levees
Base Flood Elevations

Cross-
Profile
Political

LOMRs

Status
Effective

Culvert

Unknown
Pipe
Pipe Arch

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 0.05 0.1 0.2 mi

Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Channel Wall

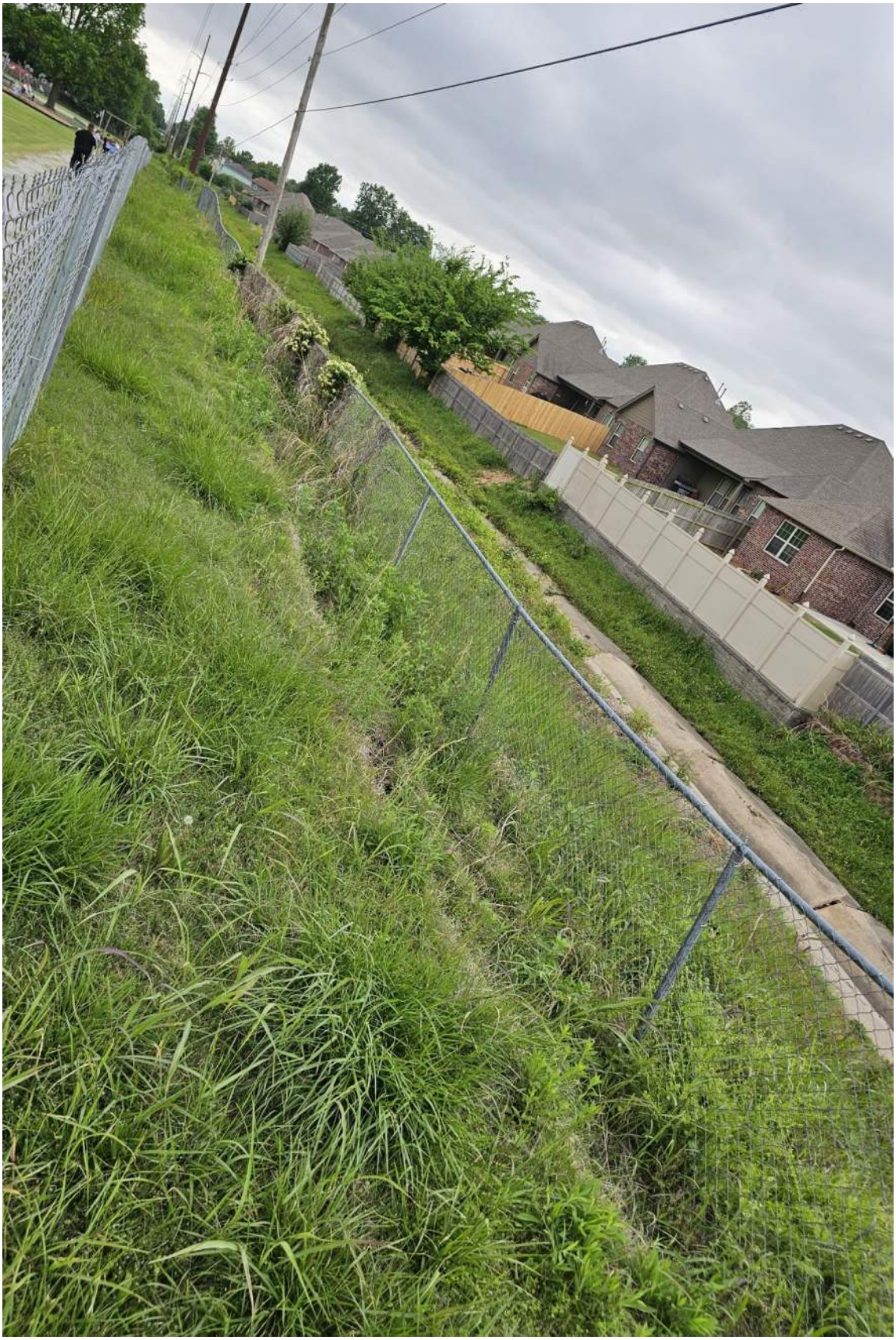
Flow line of channel reduced

West side of channel buckle, East side of channel appears to have slid

Cracks along the West wall of channel

Area above western wall, school property.

Section of fence not fallen for reference.



Total length of affected fence

City of Broken Arrow

Request for Action

File #: 26-694, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:

Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to hire a consulting engineer to design a storm sewer system north west of the Houston St and Midway Rd to help alleviate the surfacing ground water and to use any remaining funds to go towards construction

Background:
The case was brought before the Drainage Advisory Committee on April 27, 2026, for design funds to design a storm sewer system to be installed in City Right of Way to help alleviate ground water and use remaining funds towards construction. The Committee voted unanimously to recommend approval of expenditure of funds.

Citizens north west of the intersection of Houston St and Midway Road contacted the City in November 2025 asking for help regarding pooling water in the backyards of himself and his neighbors. The citizens live in the Cottages at Forest Ridge platted in 2001. The concern was stated that water is standing in their backyards and starting to encroach to the houses. This area has several utilities in the area including City of Broken arrow water and Rural Water #4. Rural Water #4 and the City have both checked for leaks in the water line since this was reported during a dryer rainfall period. After extensive testing, both entities determined that the water lines are not leaking. During this same time, a new subdivision is under construction on the south east quadrant of the intersection. A new sanitary sewer line was installed diagonally to connect to the manhole behind the Cottages at Forest Ridge. Further investigation by City staff and the developer's engineers and contractor have determined the standing water is ground water. The ground water on the south east side the intersection started to use the new sanitary sewer as a conduit to travel to the manhole. The developer has placed a plug in the trench. This has mitigated some of the ground water.

Historical maps show a blue line flowing from the south east to the north west through the houses. This was rerouted to the Houston roadside ditch when the Cottages at Forrest Ridge was constructed. The applicant has also stated there has recently been ground water in the front of the houses. There is a possibility that the ground water is still traveling the old overland drainage path. Rural Water #4 has also stated they encounter high ground water table when working on their lines in this area.

Staff is recommending hiring an engineer to design a French drain system to be installed in City Right of Way to help alleviate the ground water flowing north west. Also, to use any remaining funds to go towards construction.

This is in the Adams Basin.

Staff is requesting $50,000.00 of the 2018 General Obligation Bond Proposition 6 funds to Hire a consulting engineer.

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 to hire a consulting engineer to design a storm sewer system north west of Houston St and Midway Rd to help alleviate the surfacing groundwater and to use any remaining funds to go towards construction

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	04/22/2026
NAME	Bob Henderson
ADDRESS / LOCATION	8011 E Galveston Pl.
WATERSHED	Adams Creek
ESTIMATE	$ 50,000.00
CASE NO.	26-010

DESCRIPTION

Citizens north west of the intersection of Houston St and Midway Road contacted the City in November 2025 asking for help regarding pooling water in the backyards of himself and his neighbors. The citizens live in the Cottages at Forest Ridge platted in 2001. The concern was stated that water is standing in their backyards and starting to encroach to the houses. This area has several utilities in the area including City of Broken arrow water and Rural Water #4. Rural Water #4 and the City have both checked for leaks in the water line since this was reported during a dryer rainfall period. After extensive testing, both entities determined that the water lines are not leaking. During this same time, a new subdivision is under construction on the south east quadrant of the intersection. A new sanitary sewer line was installed diagonally to connect to the manhole behind the Cottages at Forest Ridge. Further investigation by City staff and the developer's engineers and contractor have determined the standing water is ground water. The ground water on the south east side the intersection started to use the new sanitary sewer as a conduit to travel to the manhole. The developer has placed a plug in the trench. This has mitigated some of the ground water.

Historical maps show a blue line flowing from the south east to the north west through the houses. This was rerouted to the Houston roadside ditch when the Cottages at Forrest Ridge was constructed. The applicant has also stated there has recently been ground water in the front of the houses. There is a possibility that the ground water is still traveling the old overland drainage path. Rural Water #4 has also stated they encounter high ground water table when working on their lines in this area.

Staff is recommending hiring an engineer to design a French drain system to be installed in City Right of Way to help alleviate the ground water flowing north west. Also, to use any remaining funds to go towards construction.

BENEFIT

The benefit is to reduce the standing water in the City's Right of Way and reduce the water on the sidewalks. This should help alleviate the water in the neighbors back yards as well as relieve any ground water pressure on the multiple underground utilities as well as easier maintenance of the area.

RECOMMENDATION
Staff is recommending hiring an engineer to design a French drain system to be installed in City Right of Way to help alleviate the ground water flowing north west. Also, to use any remaining funds to go towards construction.
COMPLETED BY: Patrick Wilson **DATE: 4/22/26**

Outlook

Fw: *NEW SUBMISSION* Drainage Advisory Committee Project Application

From Wilson, Patrick <PWilson@brokenarrowok.gov>
Date Thu 4/2/2026 4:20 PM
To Reed, David <DReed@brokenarrowok.gov>

Patrick Wilson, PE, CFM
Stormwater Division Manager
City of Broken Arrow

Sent via the Samsung Galaxy Note10, an AT&T 5G Evolution capable smartphone
Get Outlook for Android

From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Thursday, April 2, 2026 4:17:39 PM
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 #:	4738862
IP Address:	174.78.66.18
Submission Date:	04/02/2026 4:17
Survey Time:	19 minutes, 15 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

Robert Henderson

Phone

(918) 230-0205

Email

bhenderson@mattsco.com

Owner Mailing Address

8011 E GALVESTON PL
Broken Arrow, OK 74014

Address of Property with Drainage Problem

8011 E GALVESTON PL

Broken Arrow, OK

Location of Drainage Issue on Property

Backyard approx. 20 ft from home

Description of Problem

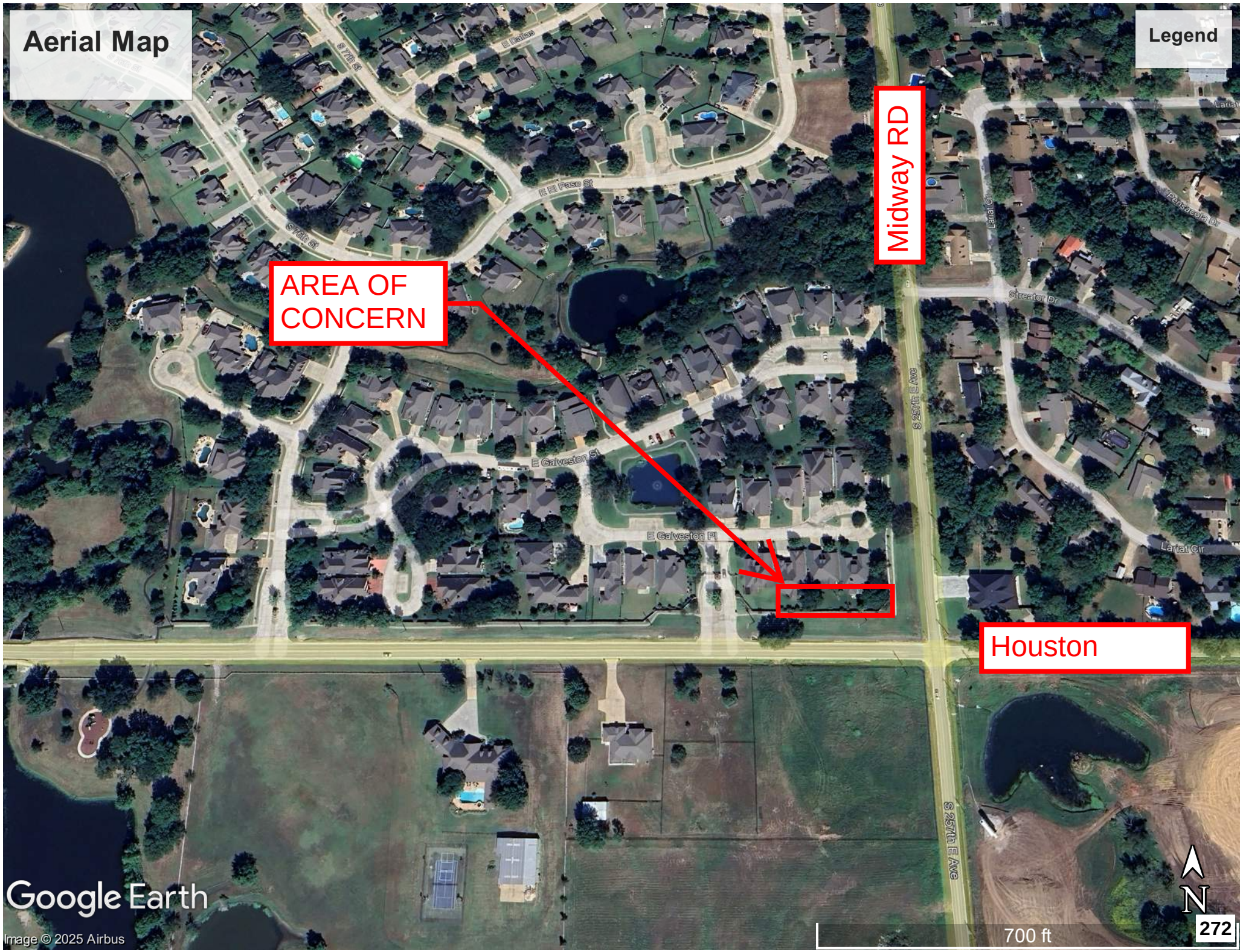
We live at the corner of 81st & Midway in BA and our backyard backs up to 81st. We've had standing water in our backyard since November 8,2025 and remaining there through March (see attached pics). We've lived at this home since 2008 and have never had this issue before. The water began to pool on the other side of our east neighbors back fence and began pooling in his yard in Oct. last year and progressively moved into our yard on 11/8 and continued into two of our neighbors' yards to the west of us. I contacted the city stormwater dept and 3 people came and examined the area on 3/26. Mr. Renato Ochoa has been in contact with me over this issue. So far, no conclusion on the origin of the leak. We request the city of BA construct a system to re-route the water that is pooled on the other side of our fences away from our yards to solve this issue. I and my neighbor to the east of me Winston Boykin, would like to discuss this at the next board meeting April 27th. Thank you, Bob

Please attach photos depicting the Drainage Issue

standing water 1.jpg
standing water 2.jpg
standing water 3.jpg
standing water 4.jpg

Thank you,
City of Broken Arrow

This is an automated message generated by Granicus. Please do not reply directly to this email.


Aerial Map
Legend
Midway RD
AREA OF CONCERN
Houston
E El Paso St
E Galveston St
E Galveston Pl
S 257th E Ave
Streator Dr
Lariat Cir
Pensacola Dr
N Dallas
S 77th St
S 76th St
Google Earth
Image © 2025 Airbus
700 ft
N
272

Stormwater Utility Map

4/14/2026 4:38 PM

Creeks
City Owned Detention Ponds
Private Detention Ponds
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 Structures

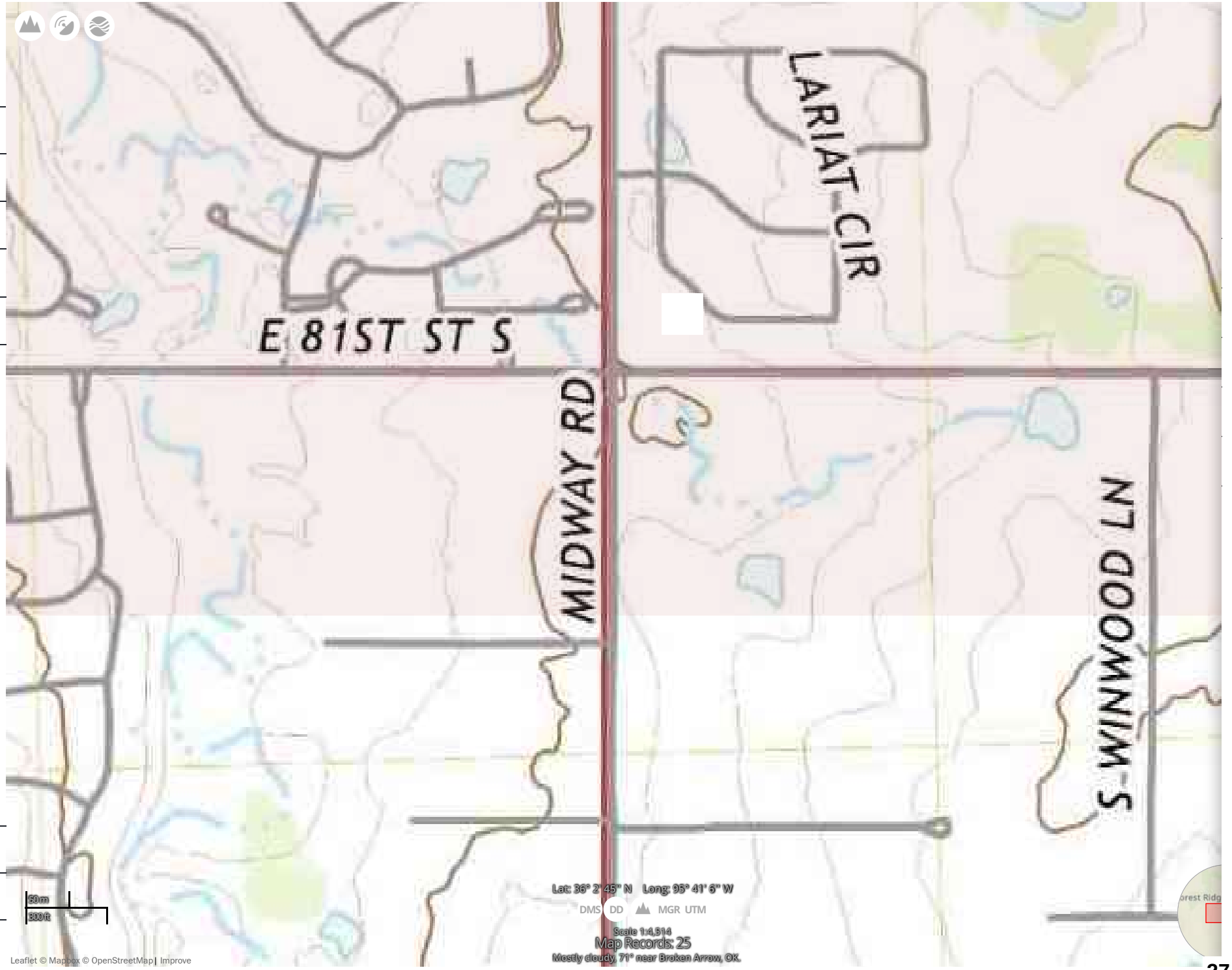
Structure Type

Flood Structure
Bridge
Dam,
Other
Transect
Coastal
Levees
Base
Cross-
Profile
Political

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 0.03 0.05 0.1 mi

Microsoft, Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community


topoView
LARIAT CIR
E 81ST ST S
MIDWAY RD
S WINWOOD LN
50 m
300 ft
Lat: 36° 2' 45" N Long: 95° 41' 6" W
DMS DD MGR UTM
Scale 1:4,514
Map Records: 25
Mostly cloudy, 71° near Broken Arrow, OK
Leaflet © Mapbox © OpenStreetMap | Improve

FILE DATE: 01/31/2002 FILE TIME: 09:18 BOOK: PLC4 PAGE: 400
WAGONER COUNTY, JERRY FIELDS - COUNTY CLERK RECE#: 2002 1623 **

APPROVED 9-17-01 by the City Council of the City of Broken Arrow, Oklahoma.
James C Reynolds
Mayor
Brenda Ray
Attest: City Clerk 1-30-02

I, the undersigned, the duly qualified and acting county Treasurer, of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the 2001 tax rolls the taxes on the above description are paid.
Mary Sue Tedder
Mary Sue Tedder, County Treasurer

Planned Unit Development No. 66

The Cottages at Forest Ridge

An Addition to the City of Broken Arrow
Being a Subdivision of a part of the SE/4 of Section 10, T-18-N, R-15-E, of the Indian Meridian, Wagoner County, State of Oklahoma

OWNER / DEVELOPER
The Robson Companies, Inc.
an Oklahoma corporation
901 North Forest Ridge Boulevard
Broken Arrow, OK 74014
918.357.2787

ENGINEER / SURVEYOR
Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
8209 East 63rd Place Sout
Tulsa, Oklahoma 74133
918.252.9621
CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2003

LOCATION MAP
WAGONER COUNTY
R-15-E
T 18 N

Section 10
46 Lots-18.2280 Acres

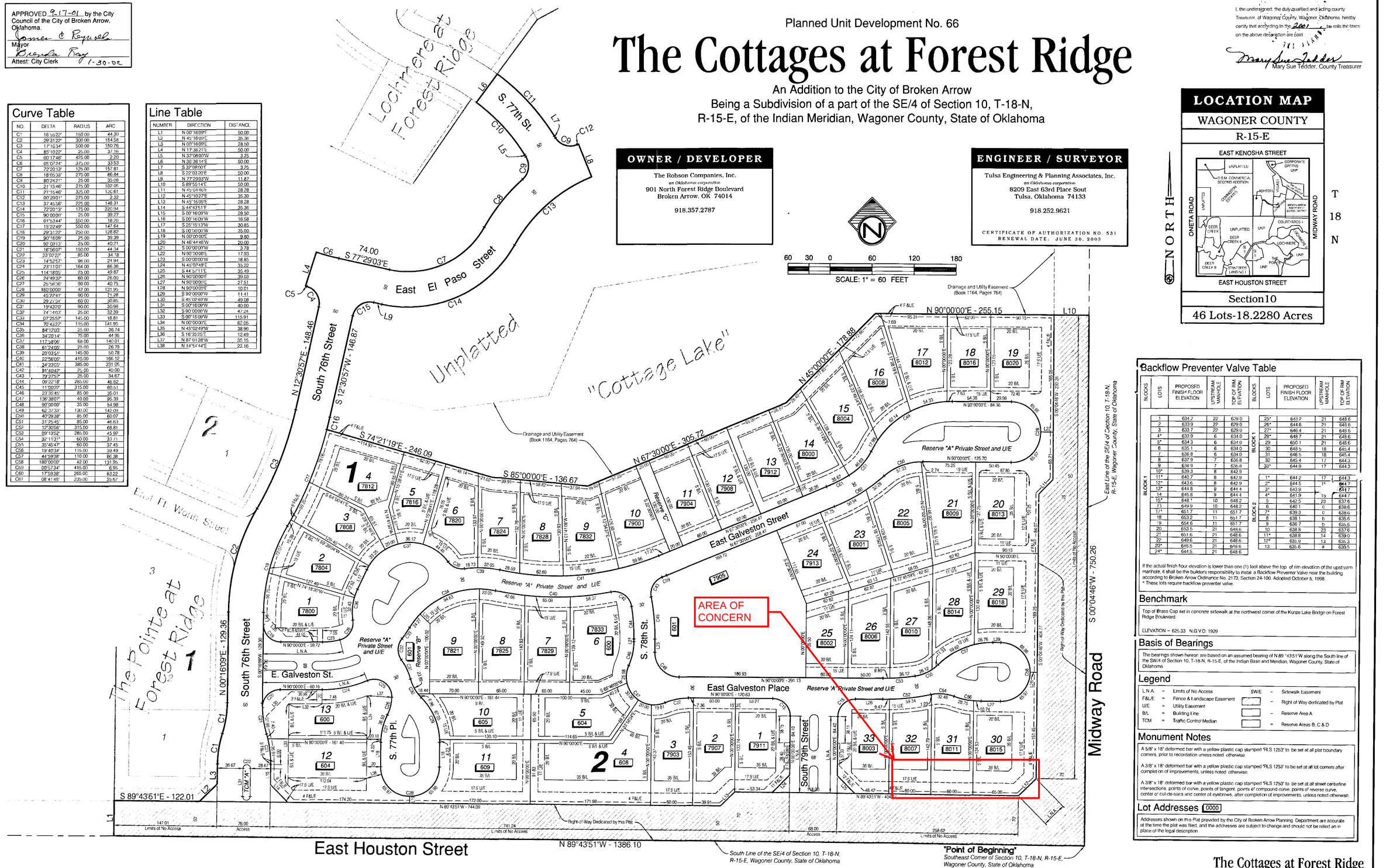
NORTH

Curve Table

NO.	DELTA	RADIUS	ARC
C1	16°55'22"	150.00	44.30
C2	29°31'22"	300.00	154.58
C3	17°16'34"	500.00	150.76
C4	85°10'22"	25.00	37.16
C5	00°17'46"	475.00	2.20
C6	05°07'24"	375.00	33.53
C7	72°20'13"	125.00	157.81
C8	18°05'38"	275.00	86.84
C9	80°24'21"	25.00	35.08
C10	21°15'46"	275.00	102.05
C11	21°15'46"	325.00	120.61
C12	00°29'01"	275.00	2.32
C13	37°45'56"	225.00	148.31
C14	72°20'13"	175.00	220.94
C15	90°00'00"	25.00	39.27
C16	01°53'44"	550.00	18.20
C17	15°22'49"	550.00	147.64
C18	29°31'22"	250.00	128.82
C19	90°16'09"	25.00	39.39
C20	92°09'13"	25.00	40.21
C21	16°56'07"	150.00	44.34
C22	23°00'22"	85.00	34.18
C23	14°52'57"	96.00	24.94
C24	23°11'01"	164.00	66.36
C25	114°18'05"	25.00	49.87
C26	74°48'32"	60.00	26.00
C27	25°56'35"	90.00	40.75
C28	180°00'00"	42.00	131.95
C29	45°22'41"	90.00	71.28
C30	29°27'34"	60.00	30.85
C31	19°43'20"	90.00	30.98
C32	74°14'03"	25.00	32.39
C33	07°25'57"	145.00	18.81
C34	70°43'27"	115.00	141.95
C35	84°12'03"	25.00	36.74
C36	34°20'14"	75.00	44.95
C37	117°38'06"	68.00	140.01
C38	61°24'09"	25.00	26.79
C39	20°03'51"	145.00	50.78
C40	22°56'05"	415.00	166.12
C41	34°23'05"	385.00	231.05
C42	91°40'42"	25.00	40.00
C43	79°27'57"	25.00	34.67
C44	09°22'18"	285.00	46.62
C45	11°00'27"	315.00	60.51
C46	23°35'45"	85.00	35.01
C47	136°38'07"	40.00	95.39
C48	90°00'00"	35.00	54.98
C49	62°37'33"	130.00	142.09
C50	40°29'38"	85.00	60.07
C51	31°25'45"	85.00	46.63
C52	12°30'56"	315.00	68.81
C53	09°13'52"	285.00	45.92
C54	32°11'31"	60.00	33.71
C55	35°45'47"	60.00	37.45
C56	19°40'34"	115.00	39.49
C57	44°59'38"	110.00	86.38
C58	180°00'00"	42.00	131.95
C59	00°57'34"	415.00	6.95
C60	17°59'38"	265.00	83.22
C61	08°41'48"	235.00	35.67

Line Table

NUMBER	DIRECTION	DISTANCE
L1	N 00°16'09"E	50.00
L2	N 45°16'09"E	35.36
L3	N 00°16'09"E	28.50
L4	N 17°38'21"E	50.00
L5	N 32°08'00"W	3.25
L6	N 36°36'14"E	50.00
L7	S 32°08'00"E	3.25
L8	S 22°03'20"E	50.00
L9	N 77°29'03"E	11.87
L10	S 89°55'14"E	50.00
L11	N 45°16'09"E	28.28
L12	N 45°16'09"E	35.36
L13	N 45°16'09"E	28.28
L14	S 44°43'51"E	35.36
L15	S 00°16'09"W	28.50
L16	S 00°16'09"W	16.58
L17	S 25°15'13"W	30.85
L18	S 00°04'00"W	35.00
L19	N 00°09'00"E	9.80
L20	N 46°44'46"W	20.00
L21	S 00°00'00"W	3.78
L22	N 90°00'00"E	17.93
L23	S 00°00'00"W	18.85
L24	N 45°07'49"E	35.22
L25	S 44°37'11"E	35.49
L26	N 90°00'00"E	39.03
L27	N 90°00'00"E	27.51
L28	N 90°00'00"E	10.01
L29	S 90°00'00"W	11.41
L30	S 45°07'49"W	49.08
L31	S 00°16'09"W	40.00
L32	S 90°00'00"W	47.24
L33	S 00°16'09"W	115.91
L34	N 00°00'00"E	62.05
L35	N 45°07'49"W	38.96
L36	S 16°35'25"E	12.49
L37	N 87°01'28"W	35.15
L38	N 14°54'44"E	22.16



Backflow Preventer Valve Table

BLOCKS	LOTS	PROPOSED FINISH FLOOR ELEVATION	UPSTREAM MANHOLE	TOP OF RIM ELEVATION
BLOCK 1	1	634.2	22	629.0
	2	633.9	22	629.0
	3	633.7	22	629.0
	4*	633.9	6	634.0
	5*	634.3	6	634.0
	6	635.1	6	634.0
	7	636.8	6	634.0
	8	637.9	7	636.8
	9	638.9	7	636.8
	10*	639.3	8	642.9
	11*	640.7	8	642.9
	12*	643.6	8	642.9
	13*	644.8	9	644.4
	14	646.8	9	644.4
	15*	648.1	10	648.2
	16	649.9	10	648.2
	17*	651.7	11	651.7
	18	653.2	11	651.7
	19	654.6	11	651.7
	20	653.5	21	649.6
	21	651.6	21	648.6
	22	649.6	21	648.6
	23*	646.5	21	648.6
	24*	644.5	21	648.6
	25*	643.2	21	648.6
	26*	644.6	21	648.6
	27*	646.4	21	648.6
	28*	648.7	21	648.6
	29	650.1	21	648.6
	30	648.9	18	645.4
	31	646.5	18	645.4
	32	645.4	17	644.3
	33*	644.9	17	644.3
BLOCK 2	1*	644.2	17	644.3
	2*	644.5	1c	644.7
	3*	643.9	1b	644.7
	4*	641.9	1a	644.7
	5	642.5	23	637.6
	6	640.1	c	638.6
	7*	639.3	c	638.6
	8	638.1	b	635.6
	9	636.7	b	635.6
	10	638.8	23	637.6
	11*	638.8	14	639.0
	12*	639.9	13	635.3
	13	635.6	a	639.5

If the actual finish floor elevation is lower than one (1) foot above the top of rim elevation of the upstream manhole, it shall be the builder's responsibility to install a Backflow Preventer Valve near the building according to Broken Arrow Ordinance No. 2173, Section 24-100. Adopted October 5, 1998.
* These lots require backflow preventer valve.

Benchmark

Top of Brass Cap set in concrete sidewalk at the northwest corner of the Kunze Lake Bridge on Forest Ridge Boulevard.

ELEVATION = 625.33 N.G.V.D. 1929

Basis of Bearings

The bearings shown hereon are based on an assumed bearing of N 89°43'51"W along the South line of the SW/4 of Section 10, T-18-N, R-15-E, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Legend

L.N.A.	=	Limits of No Access	SW/E	=	Sidewalk Easement
F&L/E	=	Fence & Landscape Easement		=	Right of Way dedicated by Plat
U/E	=	Utility Easement		=	Reserve Area A
B/L	=	Building Line		=	Reserve Areas B, C & D
TCM	=	Traffic Control Median			

Monument Notes

A 5/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all lot corners after complet on of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "RLS 1253" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Lot Addresses 0000

Addresses shown on this Plat provided by the City of Broken Arrow Planning Department are accurate at the time the plat was filed, and the addresses are subject to change and should not be relied on in place of the legal description.

The Cottages at Forest Ridge
Sheet 1 of 2

I:\Cottages\Final\Final00-0083.DWG, 01/29/02 08:15 AM

FILE DATE: 01/31/2002 FILE TIME: 09:18 BOOK: PLC4 PAGE: 400
WAGONER COUNTY, JERRY FIELDS - COUNTY CLERK RECE#: 2002 1623 **

The Cottages at Forest Ridge

P.U.D. #66 DATED AUGUST 1, 1988

CERTIFICATE OF DEDICATION
AND
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT THE ROBSON COMPANIES, INC., an Oklahoma corporation, hereinafter referred to as the "Owner/Developer", is the surface owner of the following described real property, situated in the City of Broken Arrow, Wagoner County, State of Oklahoma, to-wit:

A tract of land located in the SE/4 of Section 10, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the Southeast corner of Section 10;

Thence N 89°43'51" W along the Southerly line of the SE/4 of Section 10 a distance of 1386.10 feet;

Thence N 00°16'09" E and perpendicular to the south line of the SE/4 of Section 10 a distance of 50.00 feet;

Thence S 89°43'51" E and parallel with the south line of the SE/4 of Section 10 a distance of 122.01 feet;

Thence N 45°16'09" E a distance of 35.36 feet;

Thence N 00°16'09" E a distance of 28.50 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 16°55'22", a radius of 150.00 feet and an arc length of 44.30 feet to a tangent reverse curve to the left;

Thence along a tangent reverse curve to the left with a central angle of 16°55'22", a radius of 150.00 feet and an arc length of 44.30 feet;

Thence N 00°16'09" E a distance of 129.36 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 29°31'22", a radius of 300.00 feet and a arc length of 154.58 feet to a tangent reverse curve to the left;

Thence along a tangent reverse curve to the left with a central angle of 17°16'34" a radius of 500.00 feet and an arc length of 150.76 feet;

Thence N 12°30'57" E a distance of 148.46 feet to a tangent curve to the left;

Thence along a tangent curve to the left with a central angle of 85°10'22", a radius of 25.00 feet and an arc length of 37.16 feet to a tangent reverse curve to the right;

Thence along a tangent reverse curve to the right with a central angle of 00°17'46", a radius of 425.00 feet and an arc length of 2.20 feet;

Thence N 17°38'21" E a distance of 50.00 feet to a non-tangent curve to the left;

Thence along a non-tangent curve to the left with an initial tangent bearing of S 72°21'39" E, a central angle of 05°07'24", a radius of 375.00 feet and an arc length of 33.53 feet;

Thence S 77°29'03" E a distance of 74.00 feet to a tangent curve to the left;

Thence along a tangent curve to the left with a central angle of 72°20'13", a radius of 125.00 feet and an arc length of 157.81 feet to a tangent reverse curve to the right;

Thence along a tangent reverse curve to the right with a central angle of 18°05'38" a radius of 275.00 feet and an arc length of 86.84 feet to a tangent reverse curve to the left;

Thence along a tangent reverse curve to the left with a central angle of 80°24'21" a radius of 25.00 feet and an arc length of 35.08 feet;

Thence N 32°08'00" W a distance of 3.25 feet to a tangent curve to the left;

Thence along a tangent curve to the left with a central angle of 21°15'46", a radius of 275.00 feet and an arc length of 102.05 feet to the southwesterly right of way of South 77th Street being an angle point on the southeasterly line of "Lochmere at Forest Ridge", an addition to the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, as filed in the records of the Wagoner County Clerk's office in Plat Cabinet 4, Page 343;

Thence N 36°36'14" E along the southeasterly line of "Lochmere at Forest Ridge" a distance of 50.00 feet to the northeasterly right of way of South 77th Street and a non-tangent curve to the right;

Thence along a non-tangent curve to the right with an initial tangent bearing of S 53°23'46" E, a central angle of 21°15'46", a radius of 325.00 feet and an arc length of 120.61 feet;

Thence S 32°08'00" E a distance of 3.25 feet to a tangent curve to the left;

Thence along a tangent curve to the left with a central angle of 80°24'21", a radius of 25.00 feet and an arc length of 35.08 feet to a tangent reverse curve to the right;

Thence along a tangent reverse curve to the right with a central angle of 00°29'01", a radius of 275.00 feet and an arc length of 2.32 feet;

Thence S 22°03'20" E a distance of 50.00 feet to a non-tangent curve to the left;

Thence along a non-tangent curve to the left with an initial tangent bearing of S 67°56'40" W, a central angle of 37°45'56", a radius of 225.00 feet and an arc length of 148.31 feet to a tangent reverse curve to the right;

Thence along a tangent reverse curve to the right with a central angle of 72°20'13", a radius of 175.00 feet and an arc length of 220.94 feet;

Thence N 77°29'03" W a distance of 11.87 feet to a tangent curve to the left;

Thence along a tangent curve to the left with a central angle of 90°00'00", a radius of 25.00 feet and an arc length of 39.27 feet;

Thence S 12°30'57" W a distance of 146.87 feet to a tangent curve to the right;

Thence along a tangent curve to the right with a central angle of 01°53'44", a radius of 550.00 feet and an arc length of 18.20 feet;

Thence S 74°21'19" E a distance of 246.09 feet;

Thence S 85°00'00" E a distance of 136.67 feet;

Thence N 67°30'00" E a distance of 305.72 feet;

Thence N 45°00'00" E a distance of 178.88 feet;

Thence N 90°00'00" E a distance of 255.15 feet;

Thence S 89°55'14" E and perpendicular to the east line of the SE/4 of Section 10 a distance of 50.00 feet;

Thence S 00°04'46" W along the east line of the SE/4 of Section 10 a distance of 750.26 feet to the southeast corner of Section 10, the "Point of Beginning";

Said tract contains 794,010 square feet or 18.2280 acres.

The non-astronomic bearings for said tract are based on an assumed bearing of N 00°04'46" E along the East line of the SE/4 of Section 10, T-18-N, R-15-E of the Indian Meridian, Wagoner County, State of Oklahoma, according to the Official U.S. Government Survey thereof.

AND HEREBY CERTIFIES that it has caused the above described land to be surveyed, staked, platted and subdivided into lots, blocks, and streets, and has designated the same as "THE COTTAGES AT FOREST RIDGE", a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

1.1.1 The Owner/Developer does hereby dedicate for the public use the streets as depicted on the accompanying plat (South 76th Street, East Houston Street & South Midway Road), and does further dedicate for the public use the utility easements as depicted on the accompanying plat, for the several purposes of constructing, maintaining, operating, repairing, and/or removing any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, private interior lighting, irrigation lines, and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon the utility easements and rights-of-way for the uses and purposes aforesaid; PROVIDED, HOWEVER, that the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public street and utility easements, shown on the plat for the purpose of furnishing water and sewer services to the area included in the plat.

1.2 Traffic Control Median

1.2.1 The Owner/Developer does hereby dedicate for public use Traffic Control Median "A" for the purposes of construction and maintenance of traffic control medians, provided however, the Owner/Developer herein reserves a perpetual easement, to be subsequently conveyed to the Forest Ridge Homeowners Association Inc., formed or to be formed as set forth within Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge hereof, for the purposes of installation and maintenance of a monument sign within Traffic Control Median "A" identifying the subdivision and for the purposes of installation and maintenance of landscaping within Traffic Control Median "A". The holder of the reserved easement, the Owner/Developer or the Homeowners' Association, as the case may be, herein covenants that the holder shall maintain any landscaping or signage located within Traffic Control Median "A" and the City of Broken Arrow shall have no liability for any damage to signage or landscaping, including irrigation systems, occasioned by maintenance or reconstruction of the traffic control medians or maintenance or reconstruction of the adjoining public streets.

1.3 Underground Service

1.3.1 Overhead lines for the supply of electric, telephone, data and cable television service may be located along the east and south property boundary of THE COTTAGES AT FOREST RIDGE. Street light poles or standards may be served by underground cable, and elsewhere throughout the subdivision all supply lines shall be located underground, in the easement-ways reserved for general utility services, public and private streets, as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may be surface mounted and may also be located in easement-ways.

1.3.2 All supply lines including electric, natural gas, telephone, data and cable television lines to all structures which may be located on all lots in the subdivision may be run from the nearest surface mounted service pedestal, meter or transformer to the point of usage determined by the location and construction of such structure as may be located upon ease said lot, provided that upon the installation of such a supply line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said lot, covering a 5-foot strip extending 2.5 feet on each side ot such supply line, extending from the service pedestal, meter or transformer to the service entrance on said structure.

1.3.3 The supplier of electric, natural gas, telephone, data and cable television service, through its proper agents and employees, shall at all times have the right of access to all such easement-ways as depicted on the accompanying plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric, naturall gas, telephone, data and cable television facilities so installed by it.

1.3.4 The owner of each lot shall be responsible for the protection of the underground service facilities located on his property, and shall prevent the alteration of grade or any construction activity which may interfere with electric, natural gas, telephone, data and cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

1.3.5 The foregoing covenants concerning electric, natural gas, telephone, data or cable television facilities shall be enforceable by the supplier of service, and the owner of each lot agrees to be bound thereby.

1.4 Water and Sewer Service

1.4.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on or in his lot.

1.4.2 Within the utility easement areas depicted on the accompanying plat, the alteration of ground elevations in excess of 3 feet from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited. Within the depicted utility easement area, if the ground elevations are altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.4.3 The City of Broken Arrow or its successors shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents, or contractors.

1.4.4 The City of Broken Arrow or its successors, through its proper agents and employees, shall at all times have right of access with their equipment to all easement-ways shown on the plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground water or sewer facilities.

1.4.5 The foregoing covenants set forth in this Subsection 1.4 shall be enforceable by the City of Broken Arrow or its successors, and the owner of the lot agrees to be bound thereby.

1.5 Surface Drainage

1.5.1 Each lot, per the finish grading plan, shall receive and drain in an unobstructive manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this Subsection 1.5 shall be enforceable by any affected lot owner or by the City of Broken Arrow.

1.6 Paving and Landscaping within Easements

1.6.1 The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary maintenance of underground water, sewer, storm sewer, electric, natural gas, communication, data and telephone facilities as depicted upon the accompanying plat; provided however, the City of Broken Arrow, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

1.7 Golf Course Easement

1.7.1 Except as may be limited herein with respect to golf carts or otherwise, there are hereby created non-exclusive easements over and upon portions of THE COTTAGES AT FOREST RIDGE, which easements are appurtenant to the area of the Golf Course, as described on Exhibit "C" (as amended from time to time) of the Forest Ridge Covenants, Conditions and Restrictions (as amended from time to time) and which shall inure to the benefit of the owner of the Golf Course property, its employees, agents, and contractors, and any individuals permitted to use the Golf Course. Such non-exclusive easements shall allow such individuals to go upon or over any area of THE COTTAGES AT FOREST RIDGE contiguous to the Golf Course during and in the course of play on, or other permitted use of the Golf Course. The foregoing shall include the flight path of golf balls and the retrieval thereof. Such individuals are not permitted to drive golf carts onto individual lots but shall be permitted to traverse designated areas of THE COTTAGES AT FOREST RIDGE with golf carts. Such individuals shall also be allowed to use such easements for the purpose of construction, maintenance, and repair of the Golf Course and related improvements; provided, however, that no permanent improvements to or alterations of THE COTTAGES AT FOREST RIDGE or portions thereof, subject to said easements shall be made or allowed other than: (a) the establishment and maintenance of "out-of-bounds" markers or signs consistent with those utilized elsewhere in connection with the Golf Course; and (b) underground water, or utility lines for use in connection with the Golf Course. During professional golf tournament play, special events, or other items designated by the owner of the Golf Course or its representatives, temporary cables, including television and radio transmission cables and electrical service lines, and other temporary facilities or structures may be permitted on THE COTTAGES AT FOREST RIDGE in designated areas to facilitate the conduct of such events, or to accommodate galleries; provided, however, that any damage to any portion of THE COTTAGES AT FOREST RIDGE or any lot therein resulting from the use of the easement granted hereby shall be repaired promptly by the owner of the Golf Course at its expense but the general maintenance of any lot affected by the easements herein above granted for Golf Course purposes shall be the responsibility and expense of the owner thereof, provided further, however, each owner of a lot adjacent to the Golf Course shall be required to maintain specific insurance covering property damage or personal injury to themselves or others occasioned by individuals using the Golf Course, and such owners shall look exclusively to such insurance to compensate them or others for any such property damage or personal injury. No vegetation, fence screen or other improvement shall be placed, maintained, or constructed in the aforementioned easements by any owner which shall interfere with the use of the easements granted hereby. In addition, due to the unique interrelationship between the Golf Course and lots contiguous thereto, there are strict limitations contained herein upon the use of such lots. Any owner, by accepting title to such a lot contiguous to the Golf Course, shall be subject to all such limitations. Nothing contained herein shall be construed in any manner to give any resident of or owner of property within THE COTTAGES AT FOREST RIDGE any rights to go upon or use any portion of the Golf Course, except as may be permitted by the owner of the Golf Course or its agent.

1.8 Private Streets

1.8.1 Reserve "A" as designated on the accompanying plat is herein dedicated as private streets for the common use and benefit of the owners of lots within THE COTTAGES AT FOREST RIDGE, their guests and invitees for the purpose of providing access to and from the various lots and for providing decorative fencing and landscaping, and are reserved for subsequent conveyance to The Forest Ridge Homeowners Association, Inc., for the benefit of the Neighborhood Association to which THE COTTAGES AT FOREST RIDGE is included for the purposes of the administration and maintenance of the streets and other common areas of the subdivision.

1.8.2 The Owner/Developer herein grants to the City of Broken Arrow, Oklahoma, the United States Postal Service and to any public utility providing utility service to the subdivision, the right to enter and traverse the private streets (Reserve "A") and to operate thereon all service, emergency and government vehicles including but not limited to police and fire vehicles and equipment and does further grant to the City of Broken Arrow and to any public utility providing utility service to the subdivision the right to make various underground utility crossings of the private streets (Reserve "A") as reasonably necessary to provide service and upon the installation of any such utility line, cable or facility such grantee shall be deemed to have a definitive perpetual easement covering a strip 5 feet in width extending 2-1/2 feet on each side of the utility line, cable or facility.

1.8.3 The Owner/Developer for itself and its successors herein covenants with the City of Broken Arrow, which covenants shall run with the land and inure to the benefit of the City of Broken Arrow and shall be enforceable by the City of Broken Arrow to:

1.8.3.1 Construct and maintain an all weather hard surface street of not less than twenty six (26) feet in width extending the full length of the private streets (Reserve "A") depicted within the accompanying plat.

1.8.3.2 Prohibit the erection of any arch or similar structure over any private street as depicted on the accompanying plat which would prohibit any governmental, specifically any fire vehicle from free usage of the private streets (Reserve "A").

1.8.4 The City of Broken Arrow shall have no duty to maintain any private streets (Reserve "A") nor have any implied obligation to accept any subsequent tender of dedication of such private streets (Reserve "A").

SECTION II. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FOREST RIDGE

2.1 The property hereby platted as "THE COTTAGES AT FOREST RIDGE" is subject to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 26, 1990, and recorded October 26, 1990, in Book 783 Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma, covering among other lands, "THE COTTAGES AT FOREST RIDGE".

2.2 In the event of a conflict between the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated October 26, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County clerk of Wagoner County, Oklahoma, and the conditions, restrictions and covenants imposed hereby, the Declaration of Covenants, Conditions, Restrictions of Forest Ridge shall control.

2.3 This Certificate of Dedication and Restrictive Covenants for "THE COTTAGES AT FOREST RIDGE" is intended to supplement but not supersede or amend the Declaration of Covenants, Conditions and Restrictions of Forest Ridge dated October 25, 1990, and recorded October 26, 1990, in Book 783, Pages 625-686 and the Supplemental Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated March 19, 1991, and recorded on May 16, 1991, in Book 792, Pages 391-418 and Amendment to Declaration of Covenants, Conditions, and Restrictions of Forest Ridge, dated March 31, 1992 and recorded October 7, 1992, and recorded in Book 823, Pages 472-526, and Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded August 31, 1994, in Book 879, Pages 190-210, and Corrected Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Forest Ridge, dated July 25, 1994, and recorded September 14, 1994, in Book 880, Pages 098-119 in the office of the County Clerk of Wagoner County, Oklahoma.

THE COTTAGES AT FOREST RIDGE is platted pursuant to the City of Broken Arrows P.U.D. 66 dated August 1, 1988 as amended from time to time.

SECTION III. RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of THE COTTAGES AT FOREST RIDGE and the continued compatibility of use and improvements within THE COTTAGES AT FOREST RIDGE.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors an assigns:

3.1 Use of Land

3.1.1 All of lots within THE COTTAGES AT FOREST RIDGE, excepting Reserve "A", Reserve "B", Reserve "C" and Reserve "D" shall be known and described as residential lots, and shall be used only for single-family residences.

3.1.2 Reserve "B", Reserve "C" and Reserve "D" shall be used for open space, landscaping, walls, fencing, drainage, recreation, storm sewer drainage, utilities, and ingress and egress and is reserved for subsequent conveyance to the Forest Ridge Homeowners Association, Inc., formed pursuant to Section II - Declaration of Covenants, Conditions and Restrictions of Forest Ridge. The maintenance of Reserve "B", Reserve "C" and Reserve "D" shall be the responsibility of the Homeowners Association.

3.1.3 Reserve "A" is designated as Private Streets as set forth in Section I, Subsection 1.8, above.

3.2 Minimum Yards, Setbacks and Building Height

3.2.1 Front and Street Setback. No building shall be erected or maintained nearer to a street than the building setback lines as depicted on the accompanying plat.

3.2.2 Side Yard. Each lot shall maintain side yards which in the aggregate are not less than 10 feet in width, and no side yard shall be less than 5 feet in width.

3.2.3 Rear Yard. Each lot shall maintain a rear yard of at least 20 feet; provided, however, that customary accessory structures may not be located in the required rear yard except as approved by the Forest Ridge Homeowners' Association New Construction Committee or Forest Ridge Homeowners' Association Modification Committee.

3.2.4 Easement Setbacks. No Building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

3.2.5 Building Height. No building shall be constructed on any lot which exceeds a height of more than one and one half (1 ½) stories.

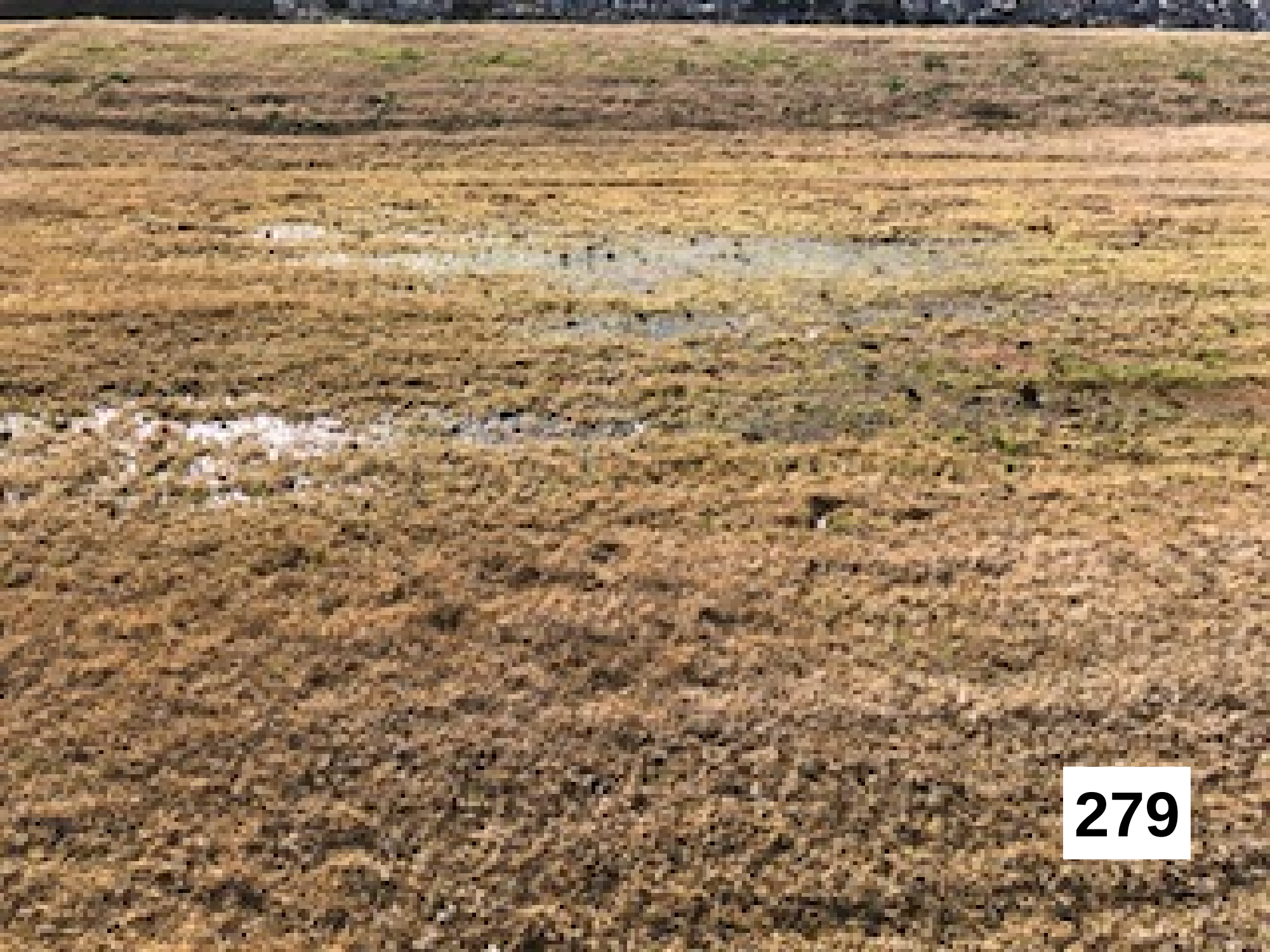
3.3 Floor Area of Dwellings

3.3.1 Living Area. All dwellings shall be single and 1 ½ story and have a minimum of 2,000 square feet, measured "over masonry" and will not exceed 3,000 square teet without special exemption.

3.3.2 Computation of Living Area.

Standing Water – Applicant's Backyard

278


279

280

281

282

Aerial Map
Legend
Midway RD
French Drains in area to alleviate ground water
Houston
N Dallas
S 7th St
E El Paso St
S 6th St
E Galveston St
E Galveston Pl
S 256th E Ave
S 257th E Ave
Streator Dr
Lariat Cir
Pensacola Dr
Google Earth
Image © 2025 Airbus
700 ft
N
283

City of Broken Arrow

Request for Action

File #: 26-721, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:

Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to design mitigation plans for the outlet structure at the Boy Scout Pond near 23rd St and New Orleans St

Background:

The case was brought before the Drainage Advisory Committee on April 27, 2026, for design funds to design erosion mitigation of the outlet structure of the Boy Scouts Pond near the intersection of 23rd St and New Orleans St. The Committee unanimously voted to recommend approval of expenditure of funds.

Indian Nation Council Boy Scouts of America (Boy Scouts) contacted the City requesting assistance with a drainage concern. The land has changed over the last 100 years. In the early 1920s, the Seneca Coal Company began coal mining operations on the property. By the 1940s, operations had ceased and eventually the owner of Seneca donated the property to the Boy Scouts. Since then, a portion has been reclaimed for beneficial use. The northeast portion is currently owned by Northeastern State University, NSU. NSU appears to have started reclaiming the land around 2002, according to aerial photographs.

Based upon the original Indian Territory land survey drawings, prepared dated April 9, 1898, the land surveyors showed that Broken Arrow Creek originally drained across what would become the Boy Scouts property. When the private corporations began coal mining operations on the property, they constructed a diversion channel around the southwestern portion of the coal mining operation and re-direct the flow back into the creek just north of New Orleans Street. The actual creek still flowed into the strip mines at some point. See Attachment for more details.

The outflow structure of the Boy Scouts pond is a low water crossing. A low water crossing is a structure that is designed to overtop before the 1% chance (100-Year) rainfall event. The structure is calculated to overtop by about 5 ft - 9 in during a 1% chance event. The Boy Scouts state the outlet structure does overtop several times a year. This overtopping has caused erosion concerns around the structure. The Boy Scouts have previously repaired some damage and are requesting assistance with the current conditions.

New Orleans St. is calculated to overtop by about 11 inches during the 1% event storm. City staff does not have records of New Orleans St. overtopping in the last 38 years.

This area is in a FEMA regulated floodplain and a blue line stream governed by the United States Army Corps of Engineers.

This is in the Broken Arrow Creek Watershed.

Staff is requesting $70,000.00 of the 2018 General Obligation Bond Proposition 6 funds for design of erosion mitigation of the outlet structure of the Boy Scouts pond near the intersection of 23rd St and New Orleans St.

Cost: $70,000.00

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 to design mitigation plans for the out structure at the Boy Scout Pond near 23rd St and New Orleans St. (Case No. 26-009)

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	03/13/2026
NAME	Indian Nations Council Boy Scouts of America
ADDRESS / LOCATION	02800 New Orleans St
WATERSHED	Broken Arrow Creek
ESTIMATE	$70,000.00
CASE NO.	26-009

DESCRIPTION

Indian Nation Council Boy Scouts of America (Boy Scouts) contacted the City requesting assistance with a drainage concern. The land has changed over the last 100 years. It was a strip mine in the 1950's. Since then, a portion has been reclaimed for beneficial use. The northeast portion is currently owned by Northeastern State University, NSU. NSU appears to have started reclaiming the land around 2002, according to aerial photographs. Prior to the strips mines Broken Arrow Creek was originally west of the Boy Scouts property. Currently Broken Arrow Creek has changed course and now flows through the pond on the Boy Scouts Pond. The date of the change in flow direction is unknown. However, the 1995 aerial shows the connection between Broken Arrow Creek and the Boy Scouts pond already established.

The outflow structure of the Boy Scouts pond is a low water crossing. A low water crossing is a structure that is designed to overtop before the 1% chance (100-Year) rainfall event. The structure is calculated to overtop by about 5 ft - 9 in during a 1% chance event. The Boy Scouts state the outlet structure does overtop several times a year. This overtopping has caused erosion concerns around the structure. The Boy Scouts have previously repaired some damage and are requesting assistance with the current conditions.

New Orleans St. is calculated to overtop by about 11 inches during the 1% event storm. City staff does not have records of New Orleans St. overtopping in the last 38 years.

This area is in a FEMA regulated floodplain and a blue line stream governed by the United States Army Corps of Engineers.

Case No. 26-009

BENEFIT

Protection of road, intersection, and citizens downstream of the pond.

RECOMMENDATION

Approve the request for expenditure of $70,000.00 to design erosion mitigation to the outlet structure of the Boy Scouts pond.
COMPLETED BY: Patrick P. Wilson **DATE: 4/21/26**

Reed, David

From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Friday, April 3, 2026 10:52 AM
To: pwilson@brokenarrowok.gov; engineering.stormwater@brokenarrowok.gov
Subject: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Drainage Advisory Committee Project Application

Submission #:	4739985
IP Address:	64.207.227.244
Submission Date:	04/03/2026 10:51
Survey Time:	55 minutes, 32 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

Indian Nations Council Boy Scouts of America

Phone

(530) 770-1152

Email

laura.lovell@scouting.org

Owner Mailing Address

4295 S. Garnett St.
Tulsa, OK 74146

Address of Property with Drainage Problem

02800 New Orleans St
Broken Arrow, OK

Location of Drainage Issue on Property

Just east of the intersection of E. 101st St. and S. 191st Ave - Broken Arrow Creek flooding issue

Description of Problem

Broken Arrow Creek now flows onto our property due to upstream alterations to its natural drainage pattern, including a diversion from a more westerly flow. Additionally, the property immediately north of us has been cleared and regraded, removing vegetation and natural shale ridges that previously helped retain and slow water. These changes have increased both the volume and rate of flow entering our portion of Broken Arrow Creek. As a result, the creek now regularly overtops our weir wall, causing flooding across 101st Street and into the properties south of the roadway. The street flooding has occurred at least twice in the past five years, creating hazardous conditions and impacting the safety of those traveling on 101st Street.

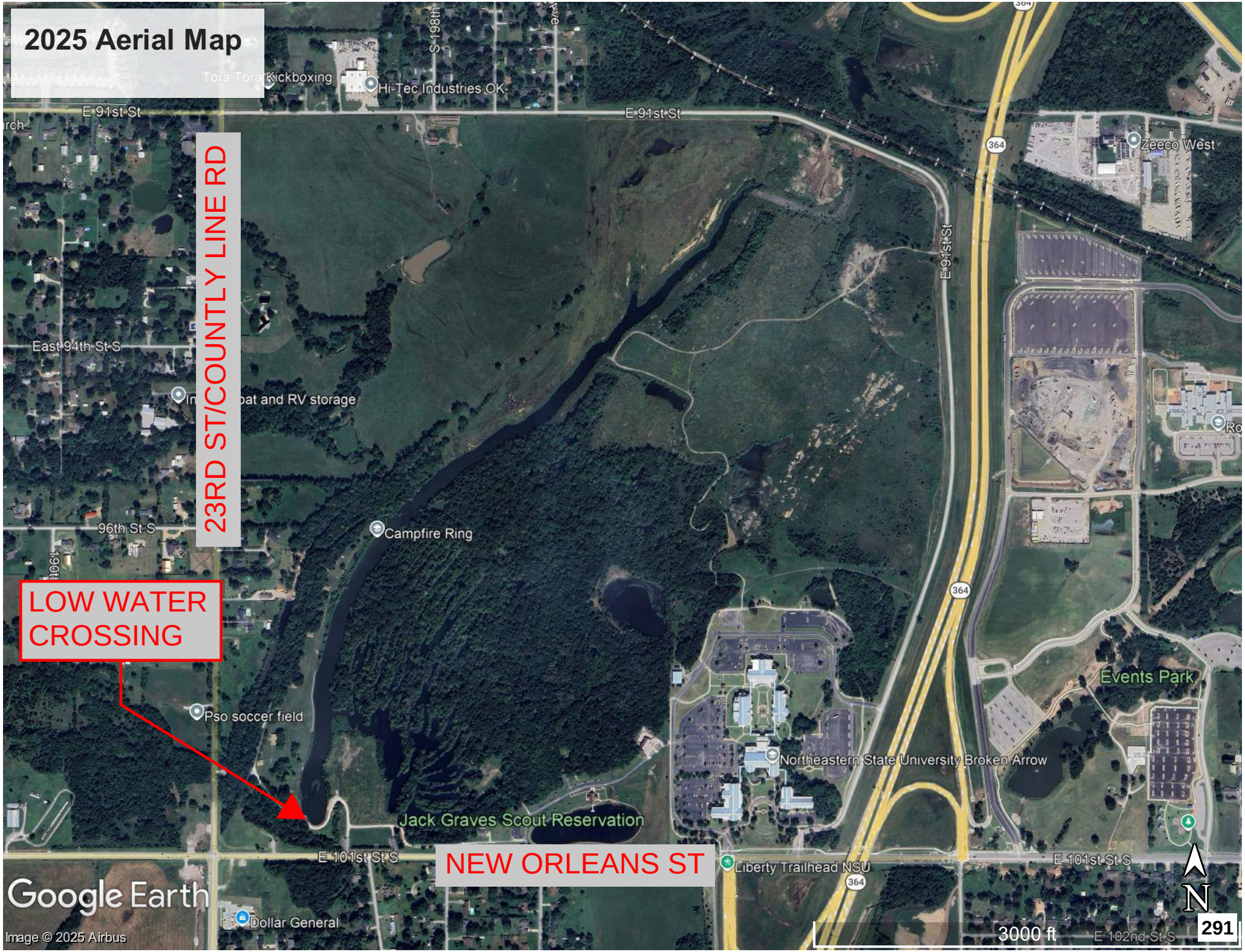
Please attach photos depicting the Drainage Issue

graves 2.jpg
graves 3.jpg
graves 4.jpg
graves 5.jpg
graves 6.jpg

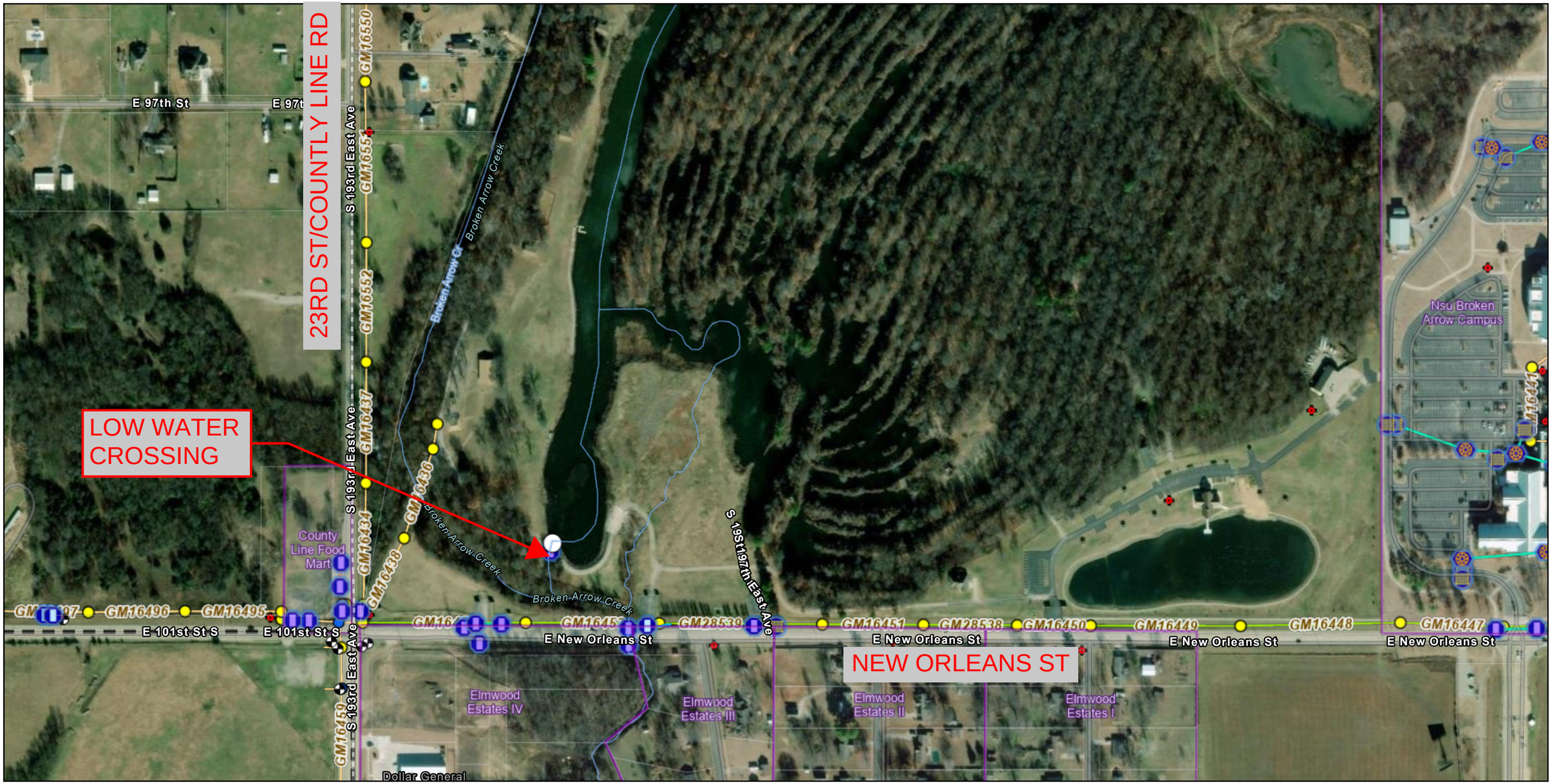
Thank you,
City of Broken Arrow

This is an automated message generated by Granicus. Please do not reply directly to this email.

1995 Aerial Map
Tora Tora Kickboxing
Hi-Tec Industries OK
E 91st St
E 91st St
S 198th
Ave
364
Zeeco West
E 91st St
23RD ST/COUNTLY LINE RD
East 94th St S
oat and RV storage
96th St S
Campfire Ring
LOW WATER CROSSING
364
Events Park
Pso soccer field
Northeastern State University Broken Arrow
Jack Graves Scout Reservation
E 101st St S
NEW ORLEANS ST
Liberty Trailhead NSU
364
E 101st St S
Google Earth
Image U.S. Geological Survey
Dollar General
N
3000 ft
E 102nd St S
290


2025 Aerial Map
Tora Tora Kickboxing
Hi-Tec Industries OK
S 198th
E 91st St
E 91st St
364
Zeeco West
E 91st St
23RD ST/COUNTLY LINE RD
East 94th St S
96th St S
Campfire Ring
LOW WATER CROSSING
364
Events Park
Pso soccer field
Northeastern State University Broken Arrow
Jack Graves Scout Reservation
E 101st St S
NEW ORLEANS ST
Liberty Trailhead NSU
364
E 101st St S
Google Earth
Dollar General
Image © 2025 Airbus
3000 ft
E 102nd St S
N
291

Stormwater Utility Map



4/14/2026 5:23 PM

- Creeks
- City Owned Detention Ponds
- Private Detention Ponds
- Fenceline
- City Limits
- Streams
- SubDivisions
- Parcels (INCOG)

Culvert
- Unknown
- Pipe Culvert
- Pipe Arch Culvert
- Box Culvert
- Arch Culvert
- Bridge Culvert

Linear Drain
- Unknown
- Trench Drain
- Slotted Drain

Open Channel
- Unknown
- Aquaduct Channel
- Spillway Channel
- Natural Channel
- Ditch Channel
- Roadside Gutter

Pipe
- Unknown
- Gravity
- Force Main
- Perforated

BMP Inlet
- Unknown
- Apron Inlet
- Pipe Inlet
- Channel Inlet

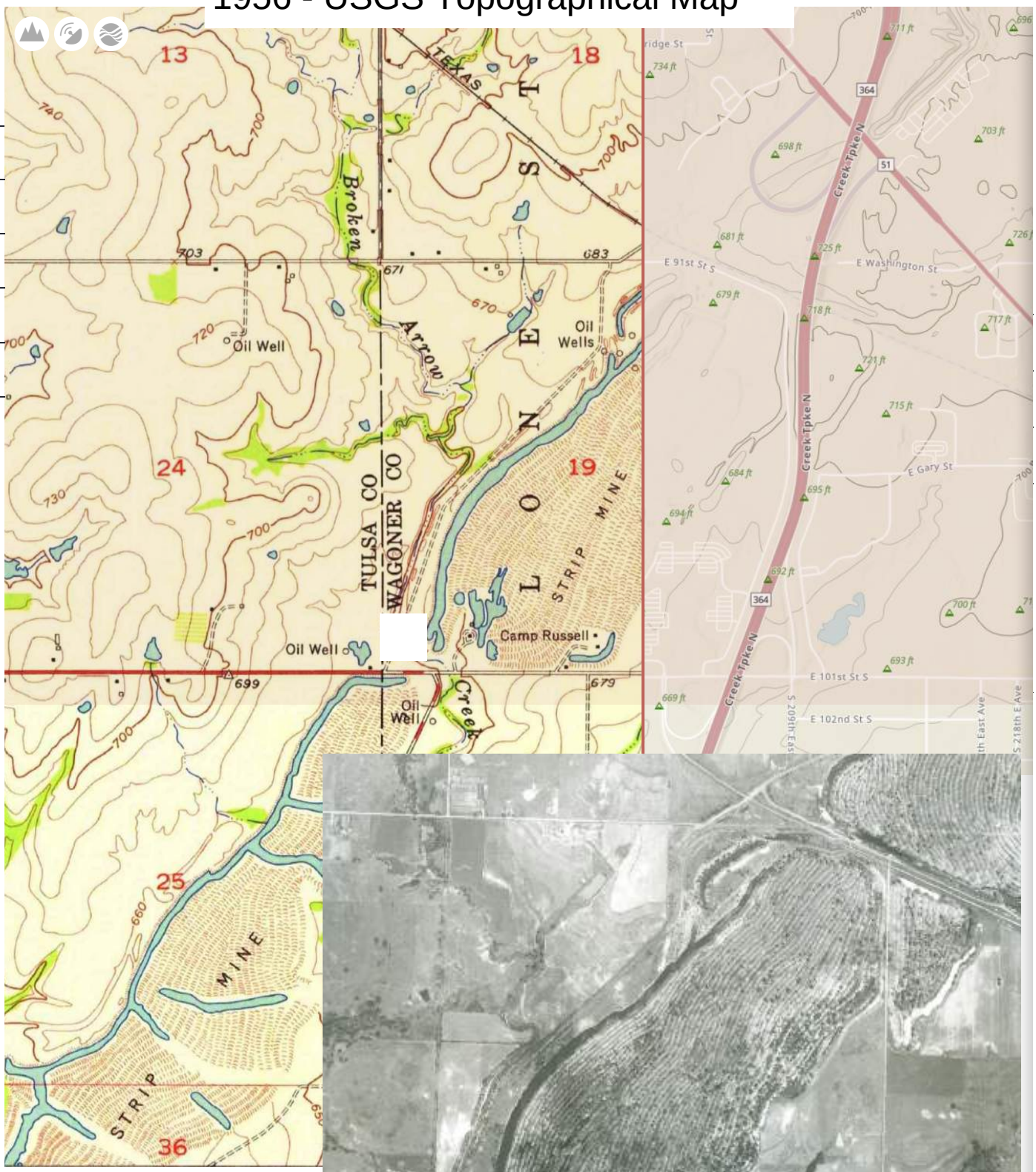
BMP Point
- Unknown
- Detention
- Dry Basin
- Treatment
- Wet Basin
- Bed Filter

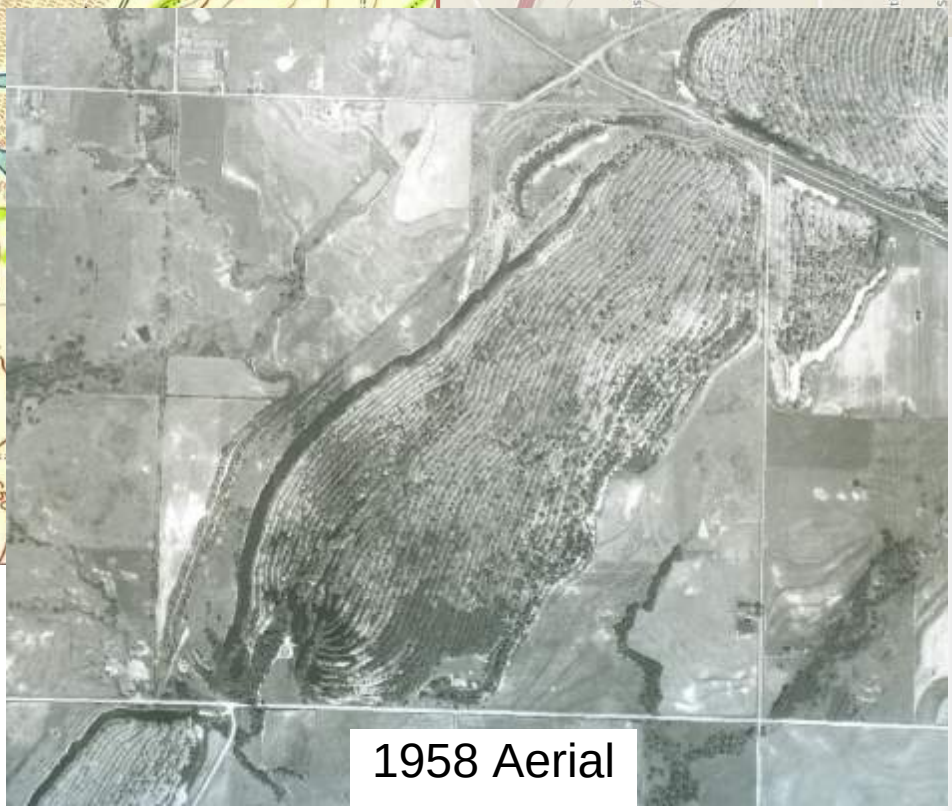
This map's utility information is for general purposes only. The City of Broken Arrow makes no warranties regarding its accuracy, completeness, or reliability. Use of this information is at risk.

0 0.05 0.1 0.2 mi

Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

1956 - USGS Topographical Map





1958 Aerial

topoView

300 m
1000 ft

Lat: 36° 1' 32" N Long: 95° 43' 22" W

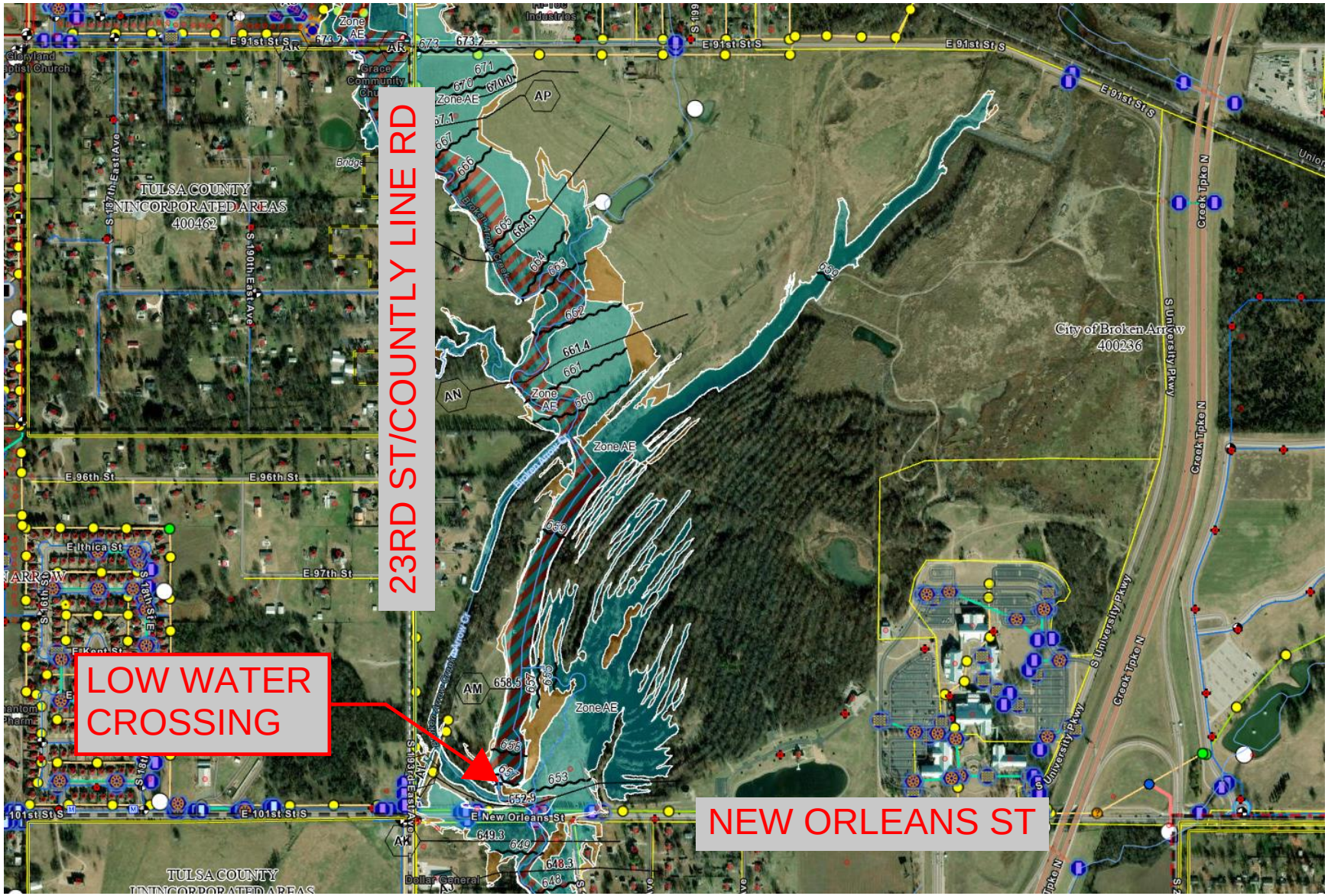
DMS DD MGR UTM

Scale 1:18,056

Map Records: 35

Partly sunny, 70° near Broken Arrow, OK.

Leaflet © Mapbox © OpenStreetMap | Improve


23RD ST/COUNTLY LINE RD
LOW WATER CROSSING
NEW ORLEANS ST
E 91st St S
E 96th St
E 97th St
E 101st St S
E New Orleans St
S 193rd East Ave
S 190th East Ave
S 187th East Ave
S University Pkwy
Creek Tpke N
TULSA COUNTY UNINCORPORATED AREAS 400462
City of Broken Arrow 400236
Zone AE
AP
AN
AM
AK
AR

PREVIOUS
EROSION
MITIGATION

PREVIOUS
EROSION
MITIGATION

PREVIOUS
EROSION
MITIGATION

Boy Scouts Property

Broken Arrow Creek and Strip Pits

Legend

2,590'

1,095'

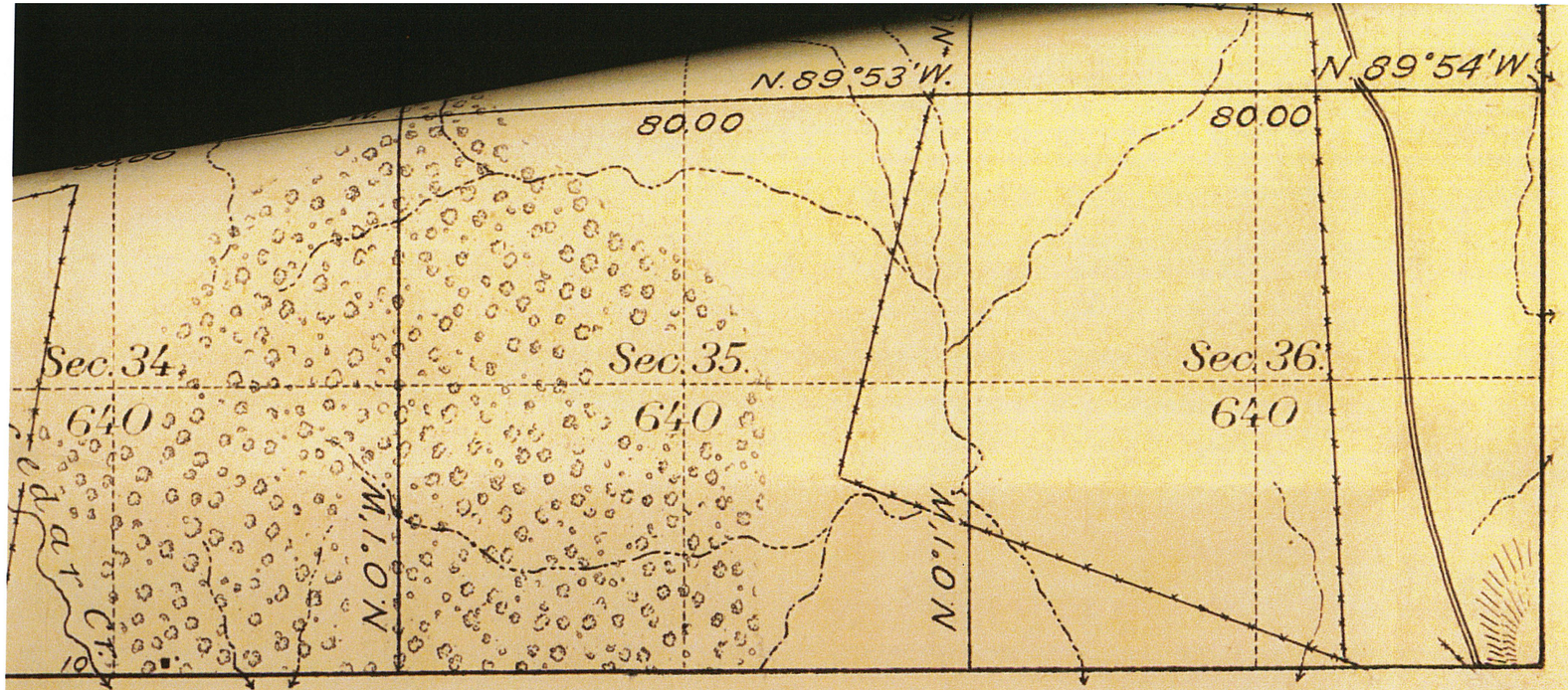
1" ≈ 300'

N

Google Earth

800 ft

300



U

t

Latitude 35° 59' N.
Longitude 95° 39' W.
Mean Mag. Decl. 8° 23' E.

q R r S s T

10 5 0 10 20 40 60 80

Scale 40 Chains to an Inch

The above Map, of Township No. 18 North, of Range No. 15 East of the Indian Meridian, Indian Territory, is strictly conformable to the field notes of the survey thereof on file in this Office, which have been examined and approved.

U. S. Geological Survey

Washington D. C.

April 9th, 1898.

Chas. D. Walcott

Director.

POINT OF DIVERSION

MAIN CREEK

23RD ST.

INDICATIONS OF COAL

BOY SCOUT PROP.

10TH ST.

W.C. TOLKS. E

INDICATIONS of COAL

Sec. 19. 638.68

Sec. 20. 640

Sec. 21. 640

Sec. 22. 640

Sec. 30. 638.52

Sec. 29. 640

Sec. 28. 640

Sec. 27. 640

Sec. 31. 637.80

Sec. 32. 640

Sec. 33. 640

Sec. 34. 640

N.0°3'W.

N.0°2'W.

S.89°54'E

N.89°52'W.

N.89°53'W.

S.89°52'E.

City of Broken Arrow

Request for Action

File #: 26-695, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:
Approval of and authorization to execute Change Order #1 with Cherokee Pride Construction Inc. for the 2025 Portland Cement Concrete Street Repair Project (25.175)

Background:
The Portland Cement Concrete (PCC) Street Repair project is a three-year contract. This contract allows for the repairs of streets, sidewalks, drives, and other concrete structures that City crews do not otherwise have the time and resources to complete in house.

Change Order #1 addresses the following additions/deletions/changes to the contract:

- Add money to the original contract to cover larger work orders. These funds are provided by the departments/divisions that are requesting the work orders to be accomplished.

Total time added to contract is:

- 0.

The total cost for Change Order #1 amounts to $3,090,956.41

The additional cost associated with these changes is as follows:

Previous Change Orders:	$0
This Change Order(s):	$3,090,956.41
Total Cost of Change Orders:	$3,090,956.41
Original Contract Amount:	$671,750.00
Revised Contract Amount:	$3,762,706.41
Percent Change in Contract:	460.13%
Applicable to Comp. Bid Act:	0%

Cost: $3,090,956.41

Funding Source: Mulitple (as needed)

Requested By: Charlie Bright, PE, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: PCC Change order 1

Recommendation:
Approval of and authorization to execute Change Order #1 with Cherokee Pride Construction Inc. for the 2025 Portland Cement Concrete Street Repair Project (25.175)

CITY OF BROKEN ARROW
Where opportunity lives

Public Contract Application for Contractual Changes

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Contract Change Order # 1

Project Name: 2025 Portland Cement Concrete Street Repair
Project Number: 25.175
PO Number: 22601820
Date of Application: Monday, May 4, 2026
Contractor: Cherokee Pride Construction, Inc.
Submitted By: Harlan Yocham, Jr.

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) At the direction of COBA, added Work Orders for Shiloh at Battle Creek, Brentwood, Meadow Heights and Fire Station 7.

Change in Contractual Project Time:

1) N/A

Plan Sheets or Additional Documents Attached: ☐ Yes ☑ No ☐ Other: _____

Work Order Quantities

Item#	Item Description	Units	Price	Quantity	Total Amount
WO-25002	Shiloh at Battle Creek Street Rehab	Estimated	$ 153,825.00	1	$ 153,825.00
WO-25004	Brentwood Concrete Panel Replacement ST23300	Estimated	$ 1,247,373.93	1	$ 1,247,373.93
WO-25005	Concrete Panel Replacement - Meadow Heights ST23310	Estimated	$ 1,637,959.48	1	$ 1,637,959.48
WO-25008	Fire Station #7 Parking Rehab	Estimated	$ 51,798.00	1	$ 51,798.00
				Total Change Cost:	$ 3,090,956.41

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 671,750.00
Current Change Order:	$ 3,090,956.41	Amended Contract Amount:	$ 3,762,706.41
Total Cost of Change Orders:	$ 3,090,956.41	Percent Change in Contract:	460.13%
Total Cost Applicable to CBA:	$ -	Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 1 in the sum of: $ 3,090,956.41 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Harlan Yocham	Harlan Yocham	5/7/26
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	5/7/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	5/8/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	5/8/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinance

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____ City Clerk: _____

City of Broken Arrow

Request for Action

File #: 26-696, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 05-19-2026

Title:
Approval of and authorization to execute Change Order #1 with Crossland Heavy Contractors for the Verdigris River Water Treatment Plant Raw Water Pump Station Improvements Project (2454140)

Background:
The Verdigris River Water Treatment Plant Raw Water Pump Station Improvements will upgrade the electrical system and install another raw water pump.

Change Order #1 addresses the following additions/deletions/changes to the contract:

- Replace a 36" flow meter at the raw water project.

Total time added to contract is:

- 28 weeks for procurement.

The total cost for Change Order #1 amounts to $77,955.00

The additional cost associated with these changes is as follows:

Previous Change Orders:	$0
This Change Order(s):	$77,955.00
Total Cost of Change Orders:	$77,955.00
Original Contract Amount:	$1,094,400.00
Revised Contract Amount:	$1,172,355.00
Percent Change in Contract:	7.12%
Applicable to Comp. Bid Act:	7.12%

Cost: $77,955.00

Funding Source: OWRB Loan

Requested By: Charlie Bright, PE, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: PCO1 36 Inch Mag Meter

Recommendation:
Approval of and authorization to execute Change Order #1 with Crossland Heavy Contractors for the Verdigris River Water Treatment Plant Raw Water Pump Station Improvements Project (2454140)

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Application for Contractual Changes
Contract Change Order # 1

Project Name: Verdigris River WTP Raw Water Pump Station Improvements
Project Number: 2454140
PO Number: FAP-25-0005-L
Date of Application: Monday, April 27, 2026
Contractor: Crossland Heavy Contractors
Submitted By: Levi McBride

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) 36" Flow Meter Removal & Replacement
2)

Change in Contractual Project Time:

1) 28 weeks

Plan Sheets or Additional Documents Attached: ☐ Yes ☑ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
		36" Flow Meter Removal & Replacement	LS	$ 77,955.00	1	$ 77,955.00
						$ -
						$ -
					Total Change Cost:	$ 77,955.00

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 1,094,400.00
Current Change Order:	$ 77,955.00	Amended Contract Amount:	$ 1,172,355.00
Total Cost of Change Orders:	$ 77,955.00	Percent Change in Contract:	7.12%
Total Cost Applicable to CBA:	$ 77,955.00	Percent Change Applicable to CBA:	7.12%

Change Order Authorization

Change Order # 1 in the sum of: $ 77,955.00 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Levi McBride	Levi McBride	5/4/2026
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	5/5/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	5/8/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	kenneth Schwab	5/8/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____ City Clerk: _____

City of Broken Arrow

Request for Action

File #: 26-697, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:

Approval of and authorization to execute Change Order #5 with Scissor Tail Construction for the Broken Arrow Public Safety Complex Fire Department Annex Building project (191711)

Background:
The BAPSC Fire Department Annex Building project is to renovate the existing facility for the Fire Department. This project will add 7 Ambulance bays allowing for the quick resupply of all Ambulances throughout the City of Broken Arrow.

Change Order #5 addresses the following additions/deletions/changes to the contract:

- This Change Order is to amend the Final Contract Price. The contract price due to previous change orders was $1,117,987.39. Crews performed additional sidewalk replacement on the northeast corner and adding additional conduit and plugs in the equipment room. Additionally the overrun for line item #4.

Total time added to contract is:

- 0.

The total cost for Change Order #5 amounts to $3,237.00

The additional cost associated with these changes is as follows:

Previous Change Orders:	$178,834.11
This Change Order(s):	$3,237.00
Total Cost of Change Orders:	$182,071.11
Original Contract Amount:	$939,153.28
Revised Contract Amount:	$1,121,224.39
Percent Change in Contract:	19.39%
Applicable to Comp. Bid Act:	13.37%

Cost: $3,237.00

Funding Source: 2018 GO Bond

Requested By: Charlie Bright, PE, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: BAPSC Reconciliatory Change order 5

Recommendation:
Approve and authorize execution of Change Order #5 with Scissor Tail Construction for the Broken Arrow Public Safety Complex Fire Department Annex Building project (191711)

BROKEN ARROW
Where opportunity lives

485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Public Contract
Application for
Contractual Changes

Contract Change Order #5

Project Name:	BAPSC Fire Department Annex Building	Project Number:	191711
PO Number:	22503344	Date of Application:	Tuesday, May 5, 2026
Contractor:	Scissor Tail Construction	Submitted By:	Ben Deacon

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) This Change Order is to amend the Final Contract Price. The contract price due to previous change orders was $1,117,987.39. Crews performed additional sidewalk replacement on the northeast corner and adding additional conduit and plugs in the equipment room. Line item #4 for

Change in Contractual Project Time:

1) No additional days added.

Plan Sheets or Additional Documents Attached: ☐ Yes ☑ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity		Total Amount
1		Overrun on Line Item #4 for additional work	LS	$3,237.00	1	$	3,237.00
						$	-
						$	-
					Total Change Cost:	$	3,237.00

Summary of Project Costs

Total Previous Change Orders:	$	178,834.11	Original Contract Amount:	$	939,153.28
Current Change Order:	$	3,237.00	Amended Contract Amount:	$	1,121,224.39
Total Cost of Change Orders:	$	182,071.11	Percent Change in Contract:		19.39%
Total Cost Applicable to CBA:	$	125,558.61	Percent Change Applicable to CBA:		13.37%

Change Order Authorization

Change Order # 5 in the sum of: $ 3,237.00 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Jack David Barnes Jr		5-5-2026
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	5/5/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	5/8/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	5/8/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number:_____ City Clerk:_____

City of Broken Arrow

Request for Action

File #: 26-643, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:

Acceptance of a Temporary Construction Easement for Parcel 3.A, consisting of 8,323.81 square feet of temporary construction easement generally located southeast of the intersection of South Walnut Place and West Austin Place South in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Waterford Park II Homeowners Association for the Waterford Park Erosion Mitigation, Parcel 3.A (Project No. SW26110)

Background:
The attached Temporary Construction Easement is being donated to the City of Broken Arrow, a municipal corporation, from Waterford Park II Homeowners Association, the owner. Parcel 3.A consists of 8,323.81 square feet of temporary construction easement generally located southeast of the intersection of South Walnut Place and West Austin Place South in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, subject to City Council approval:

Cost: $0.00

Funding Source: N/A

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: SW26110 County: Tulsa State: OK Parcel: 3.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	Title	Date

MIRIAM E. BRYANT - PRES 4-25-2026

Lynette Layden, VPres 4-25-2026

Acquisition Agent 4-29-26

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, WATERFORD PARK II HOMEOWNERS ASSOCIATION, INC. the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa 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 25 day of April 2026.

WATERFORD PARK II HOA, Inc.

By: [signature] - PRESIDENT
Name and Title

STATE OF Oklahoma)
) §
COUNTY OF Tulsa)

BEFORE ME, a Notary Public in and for this state, on this 25 day of April, 2026, personally appeared Miriam Bryant, President of WATERFORD PARK II HOA, INC., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its (attorney-in-fact, president, vice-president, chair, or vice-chair of the board of directors or mayor, as the case may be) and acknowledged to me that she executed the same as her 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.

REBECCA J HALL
Notary Public, State of Oklahoma
Commission # 26000687
My Commission Expires 01-22-2030

Rebecca J Hall
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

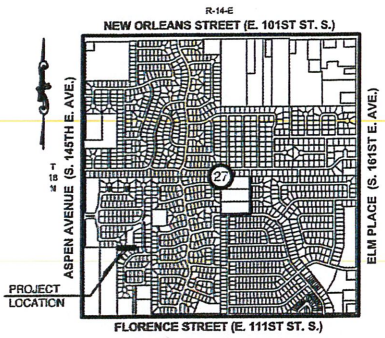
Robert P. Nies
Engineer: Date: 4/29/26
Project: SW26110 Waterford Park Erosion Mitigation
Parcel 3.A

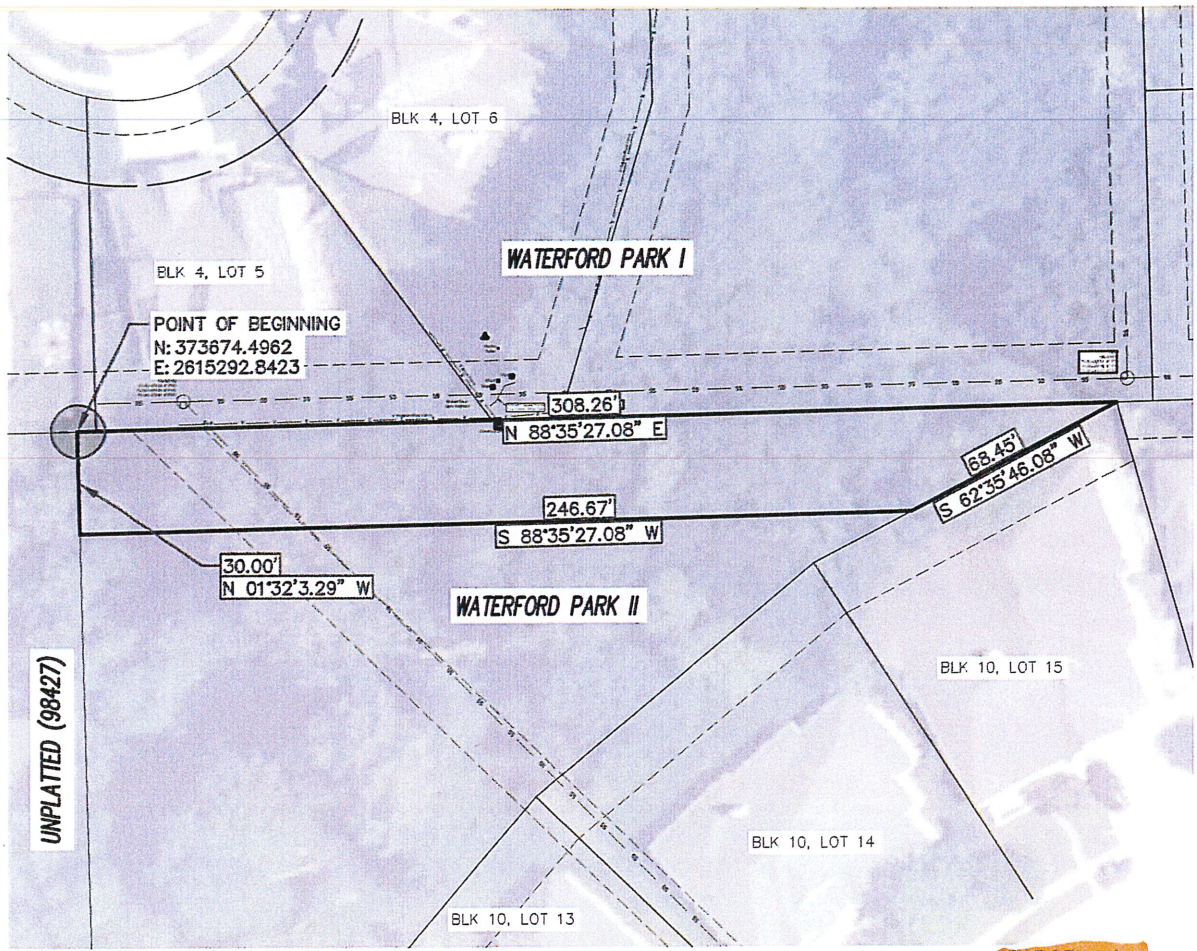
WATERFORD PARK II
TEMPORARY CONSTRUCTION EASEMENT
8,323.81 SQ FEET, OR 0.19 ACRES

OWNER:
WATERFORD PARK II HOA

ADDRESS:
P.O. BOX 3162
BROKEN ARROW, OK 74013

STATEMENT OF BEARINGS:
ALL BEARINGS ON THIS PLAT OF SURVEY ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.





BROKEN ARROW
Where Opportunity lives

WATERFORD PARK II (81931)
BLOCK H COMMON AREA
SECTION 27 T18N, R14E TULSA COUNTY

PARCEL 3.A
PROJECT NO. SW26110
PARCEL NO. 81931842768510
JANUARY 15TH 2026
PAGE 2 OF 2

WATERFORD PARK II
TEMPORARY CONSTRUCTION EASEMENT
8,323.81 SQ FEET, OR 0.19 ACRES

LEGAL DESCRIPTION 3.A:

A TRACT OF LAND THAT IS PART OF THE SOUTH~~EAST~~ west QUARTER SECTION OF SECTION TWENTY SEVEN (27), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE POINT OF BEGINNING WITH A NORTHING OF 373674.4962 AND A EASTING OF 2615292.8423; THENCE CLOCKWISE N 88°35'27.08" E A DISTANCE OF 308.26 FEET; THENCE S 62°35'46.06" W A DISTANCE OF 68.45 FEET; THENCE S 88°35'27.08" W A DISTANCE OF 246.67' FEET; THENCE N 01°32'03.29" W A DISTANCE OF 30.00 FEET; TO THE POINT OF BEGINNING OF SAID TRACK OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 8,323.81 SQUARE FEET OR 0.19 ACRES, MORE OR LESS.

City of Broken Arrow

Request for Action

File #: 26-641, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:

Acceptance of a Utility Easement from Eagle 1 Investments, LLC, on property located approximately one-half mile north of Washington Street (91st Street) and one-half mile west of 23rd Street (193rd E. Ave), as shown in Exhibit A, Broken Arrow, Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE-002725-2025)

Background:

Eagle 1 Investments, LLC is dedicating an offsite fifteen-foot general utility easement for water, sanitary sewer, and other utilities, as shown in Exhibit A. The conditional final plat for PR-000895-2025|PT-002230-2025, Brook Chase Phase IV, was approved by the Broken Arrow Planning Commission on June 26, 2025.

City Staff has reviewed the easement and recommends its formal acceptance.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Utility Easement Dedication
Exhibit A

Recommendation:

Accept the waterline easement.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Eagle 1 Investments, LLC the owner(s), of the legal and of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar ($1.00), cash in hand paid, receipt of which is hereby acknowledged, do(es) hereby assign(s), grant(s) and convey(s) to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma to wit:

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 11 day of March 2026.

Dave Cocolin

State of Oklahoma)
) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this 11 day of March 2026, personally appeared Dave Cocolin to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires: 06/05/29

SARAH E. LEVINE
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 25006747 Expires 06/05/29

Notary Public

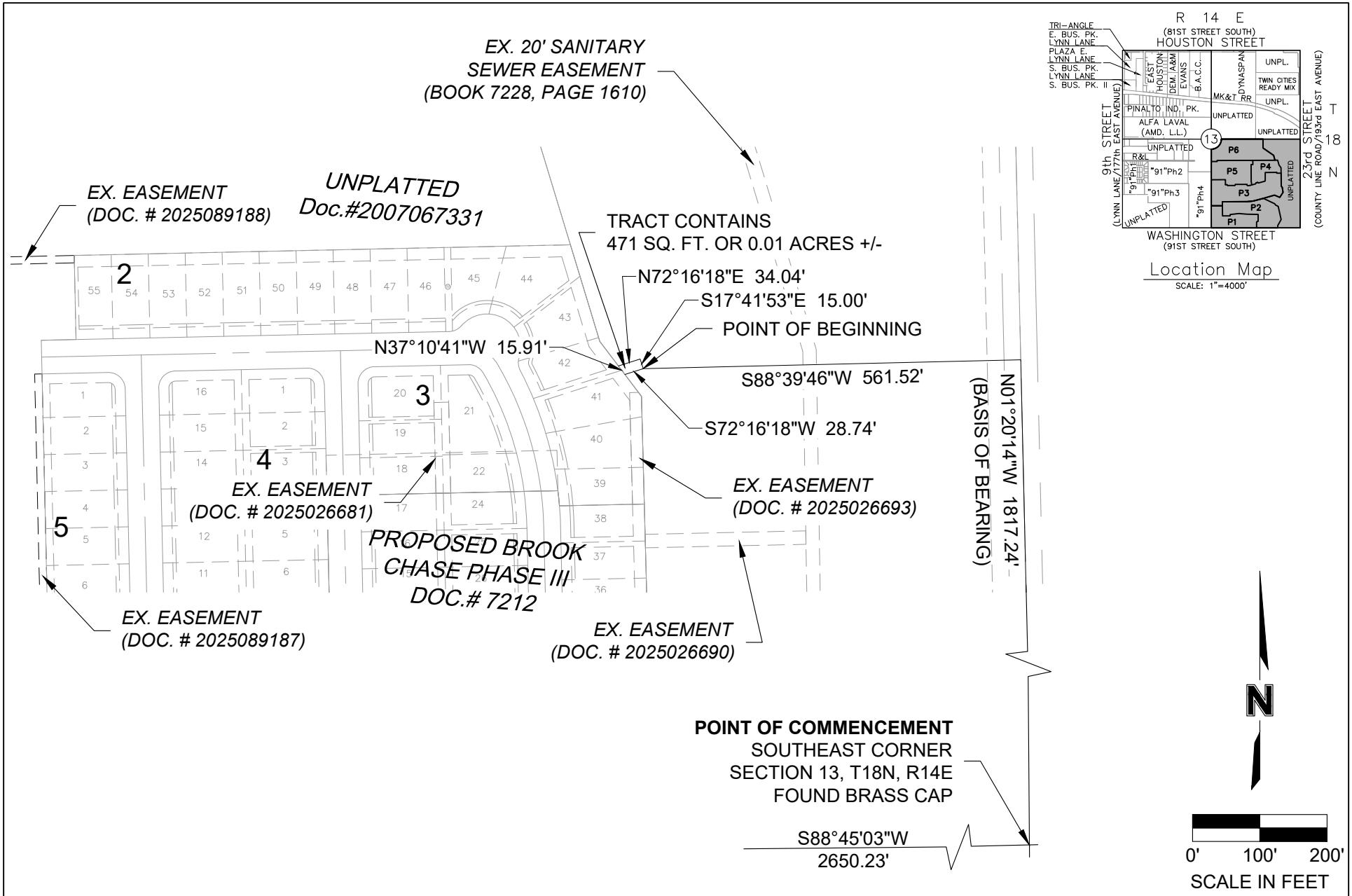
Approved as to Form:

Asst. City Attorney

Approved as to Substance:

City Manager

Engineer: JP checked: 4-13-26
Project: Brookchase 3 - EASE-002725-2026



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DATE: Mar 03, 2026 9:33am USER: mvanover

PROJECT NO:	020-2615-B
DRAWN BY:	MAV
DATE:	03.03.2026

15' UTILITY EASEMENT EXHIBIT

olsson
1717 South Boulder Avenue
Suite 600
Tulsa, OK 74119
olsson.com
TEL 918.376.4294
Olsson - Survey
Oklahoma COA #2483

EXHIBIT 1-1

EXHIBIT 'A'

15' Utility Easement
Proposed Description

FOR UTILITY PURPOSES A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13) IN TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, TULSA COUNTY, STATE OF OKLAHOMA; BEING DESCRIBED WITH METES AND BOUNDES BY DARREL RAY MASON OKPLS 1690 ON MARCH 3, 2026 AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST;

THENCE NORTH 01°20'14" WEST AS BASIS OF BEARING A DISTANCE OF 1,817.24 FEET;

THENCE SOUTH 88°39'46" WEST A DISTANCE OF 561.52 TO THE **POINT OF BEGINNING;**

THENCE SOUTH 72°16'18" WEST A DISTANCE OF 28.74 FEET;

THENCE NORTH 37°10'41" WEST A DISTANCE OF 15.91 FEET;

THENCE NORTH 72°16'18" EAST A DISTANCE OF 34.04 FEET;

THENCE SOUTH 17°41'53" EAST A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING.**

SAID TRACT OF LAND CONTAINS 471 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

Basis of Bearings:

BASIS OF BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 NORTH ZONE 3501, WITH THE EAST LINE OF SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA BEARING NORTH 01°20'14" WEST

I, Darrel Ray Mason, a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accordance with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors

Darrel Ray Mason PLS Date

OK PLS NO. 1690 - Expires August 31, 2026
OK CA NO. 2483 - Expires June 30, 2027

PROJECT NO: 020-2615-B	15' UTILITY EASEMENT	olsson 1717 South Boulder Ave Suite 600 Tulsa, OK 74119 TEL 918.376.4294	EXHIBIT
DRAWN BY: MAV			1-2
DATE: 03.03.2026			

City of Broken Arrow

Request for Action

File #: 26-698, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:

Acceptance of a Utility Easement for Parcel 28.0, consisting of 5,040.10 square feet of property, and a Temporary Construction Easement for Parcel 28.1, consisting of 4,986.59 square feet of property, located at 9607 South 193rd East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from Margaret Ann Woods, and authorization of payment in the amount of $29,900.00 for the County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcels 28.0 and 28.1 (Project No. 2154250)

Background:
The attached Utility Easement and Temporary Construction Easement are being conveyed to the City of Broken Arrow, a municipal corporation, by Margaret Ann Woods, the owner. Parcel 28.0 consists of 5,040.10 square feet of utility easement, and Parcel 28.1 consists of 4,986.59 square feet of temporary construction easement located at 9607 South 193rd East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma. Margaret Ann Woods has accepted the following offer, made subject to City Council approval:

Parcel 28.0 Permanent Utility Easement: 5,040.10 Square Feet (SF) x $1.55/SF x 75% = $5,859.00
Permanent Easement Improvements: Tulips: 10 @ $8.00/each (ea) = $80.00
Permanent Easement Total: $5,939

Parcel 28.1 Temporary Construction Easement: 4,986.59 SF @ $1.55/SF x 10% = $773.00
Temporary Construction Easement Improvements:
Mature Trees: 8 x $2,710.25/ea = $21,682; Liriopie: 12 x $40/ea = $480; Stonecrop: 7 x $30/ea = $210; Boxwood Shrub: 3 x $44.50/ea = $134; Metal Garden Edging: 1 @ 45 feet x $144 = $144; Yucca Plants: 9 x $37/ea = $333; Replanting plants - Nominal: 1 x $100 = $100; Relocating rocks and milk jug - Nominal: 1 x $100 = $100
Temporary Easement Total: $23,956

Total Just Compensation Amount (Rounded) = $29,900.00

A copy of the signed acceptance of the City's offer is attached, as is the Utility Easement. Payment of the compensation amount is on the May 19, 2026 City Council Claims List.

Cost: $29,900.00

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: Utility Easement
Temporary construction Easement
Acceptance Letter
Conditions and Request for Payment
Affidavit

Recommendation:
Accept the Utility Easement and Temporary Construction Easement.

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

May 1, 2026

Margaret Ann Woods
9607 S 193rd E Ave,
Broken Arrow, OK 74014

RE: COUNTY LINE TRUNK SEWER PHASE IIB – SANITARY SEWER IMPROVEMENTS PROJECT: 2154250 PARCEL NOs. 28.0 & 28.1

PROPERTY LOCATION: 9607 SOUTH 193rd EAST AVENUE, BROKEN ARROW, OK 74014

Ms. Woods:

Representatives of the Department of Engineering and Construction have kept me apprised of the discussions regarding the proposed acquisition of your property in relation to the sewer line project. After reviewing your response to the City's offer, I am prepared to make the following offer in accordance with your verbal request subject to City Council approval:

Parcel 28.0 Permanent Utility Easement: 5,040.10 Square Feet (SF) x $1.55/SF x 75% = $5,859.00
Permanent Easement Improvements: Tulips: 10 @ $8.00/each (ea) = $80.00

Permanent Easement Total: $5,939

Parcel 28.1 Temporary Construction Easement: 4,986.59 SF @ $1.55/SF x 10% = $773.00
Temporary Construction Easement Improvements:
Mature Trees: 8 x $2,710.25/ea = $21,682; Liriopie: 12 x $40/ea = $480; Stonecrop: 7 x $30/ea = $210; Boxwood Shrub: 3 x $44.50/ea = $134; Metal Garden Edging: 1 @ 45 feet x $144 = $144; Yucca Plants: 9 x $37/ea = $333; Replanting plants – Nominal: 1 x $100 = $100; Relocating rocks and milk jug – Nominal: 1 x $100 = $100

Temporary Easement Total: $23,956

Total Just Compensation Amount (Rounded) = $29,900.00

By your signature on this letter, you have accepted the City's offer of $29,900.00. 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:

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

Margaret Ann Woods
Margaret Ann Woods

Date: 5-8-26

AFFIDAVIT

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: Margaret Ann Woods
Margaret Ann Woods

STATE OF OKLAHOMA)
) §
COUNTY OF WAGONER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of May, 2026, personally appeared Margaret Ann Woods, 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.

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Any driveway and grass areas that are disturbed will be repaired to same or better condition.

Contractor will ensure the electricity to the driveway post lanterns is reconnected after construction.

Owner would like to keep some of the wood/branches from the trees being removed. Contractor will discuss tree removal/disposal with the property owner before construction begins.

Terms for Payment: If the property owner notifies the City about dirt settling, the City will provide dirt & level the disturbed area, up to 3 years, and subject to Director/City Management approval.

Owner's request for payment in the amount of: $29,900.00

Check Payable to: Margaret Ann Woods

Owner Requests Check:

- ☐ Mailed to below address
- ☐ Call me and I will pick it up
- ☒ Delivered by Agent

Owner's Mailing Address: _____

_____

Signature/Date:

Owner/s: Margaret Ann Woods Date: 5-8-26

Agent: [signature] Date: 5-8-26

Project: 2154250 County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements Parcel 28.0 & 28.1

City of Broken Arrow

Request for Action

File #: 26-667, **Version:** 1

Broken Arrow City Council
Meeting of: 05/19/2026

Title:
Ratification of the Claims List Check Register Dated May 11, 2026

Background:
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from April 28, 2026 through May 11, 2026 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 $7,315,579.46 for the various funds.

Governmental Funds	$4,087,504.04
BAMA	$3,187,182.96
BAEDA	$ 40,892.46
Total	$7,315,579.46

A summary by funds and detail are attached.

Cost: $4,087,504.04

Funding Source: General Fund and Miscellaneous Funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated May 11, 2026

Recommendation:..recommend
Ratify Claims List Check Register dated 05/11/2026

City of Broken Arrow
Check Register by Fund

RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	307,537.06	609
220	BA MUNICIPAL AUTHORITY	3,187,182.96	878
226	STORMWATER CAPITAL IN LIEU OF	39,678.96	1
227	CVB-HOTEL MOTEL	2,489.02	19
329	VEHICLE REPLACEMENT FUND	92,539.00	10
330	SALES TAX CAPITAL IMPROVEMENT	587,774.78	22
342	STREET LIGHT FUND	5,592.76	10
343	STREET SALES TAX FUND	282,608.26	20
344	PS SALES TAX POLICE	139,496.92	305
345	PS SALES TAX FIRE	117,976.17	167
349	OPIOID SETTLEMENT FUND	2,884.50	1
592	2014 BOND ISSUE	8,763.85	4
593	2018 BOND ISSUE	2,134,205.07	19
660	WORKERS COMPENSATIONS	70,956.95	4
661	GROUP HEALTH AND LIFE	153,141.19	12
882	AGENCY FUND DEPOSITS	2,425.00	6
887	ECONOMIC DEVELOP AUTHORTY	40,892.46	4
999	POOLED CASH	139,434.55	1
Total		7,315,579.46	2,092

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/30/2026	338423	856	AMERICAN FIDELITY	198325	Payroll Run 1 - Warrant 260424	110 |218420|		2026/10	48.24
				198325	Payroll Run 1 - Warrant 260424	110 |218430|		2026/10	24.26
						Total For Check # 338423			**72.50**
04/30/2026	338425	4633	COLONIAL LIFE & ACCIDENT	198330	Payroll Run 1 - Warrant 260424	110 |218590|		2026/10	2,909.81
						Total For Check # 338425			**2,909.81**
04/30/2026	338426	1319	COMMUNITY CARE EAP	198327	Payroll Run 1 - Warrant 260424	110 |218560|		2026/10	218.28
						Total For Check # 338426			**218.28**
04/30/2026	338427	5709	DAKOTA BLANCHARD	PDR 05052026	PER DIEM SCAUG REGIONAL CONF	1101200 |550030|		2026/10	204.00
						Total For Check # 338427			**204.00**
04/30/2026	338428	1419	DENNIS SAGELY	MLG 04232026	MILEAGE OMJA SPRING CONF	1101800 |550030|		2026/10	292.90
				T&A 04232026	HOTEL REIMBURSEMENT 2026 OMJA	1101800 |550030|		2026/10	227.12
				PDR 04232026	PER DIEM 2026 OMJA SPRING CONF	1101800 |550030|		2026/10	102.00
						Total For Check # 338428			**622.02**
04/30/2026	338429	1550	GENESIS HEALTH CLUBS	198328	Payroll Run 1 - Warrant 260424	110 |218150|		2026/10	565.90
						Total For Check # 338429			**565.90**
04/30/2026	338433	5707	KRISTI MCCLAIN	EMP 04132026	EMPLOYEE REIMBURSEMENT PARKING	1101315 |550030|		2026/10	11.00
				EMP 04142026	EMPLOYEE REIMBURSEMENT PARKING	1101315 |550030|		2026/10	11.00
				EMP 04152026	EMPLOYEE REIMBURSEMENT PARKING	1101315 |550030|		2026/10	11.00
						Total For Check # 338433			**33.00**
04/30/2026	338434	159	PRE-PAID LEGAL SERVICES,	198324	Payroll Run 1 - Warrant 260424	110 |218100|		2026/10	586.98
						Total For Check # 338434			**586.98**
04/30/2026	338435	1699	MOMENTUM SERVICES LLC	20089209	20089209	1101415 |530870|		2026/10	1,768.00
						Total For Check # 338435			**1,768.00**
04/30/2026	338436	999900	OTP - AR REFUNDS	REC-039538-2026		11020 |442030|		2026/10	31.00
						Total For Check # 338436			**31.00**
04/30/2026	338437			REC-039545-2026		11020 |442030|		2026/10	31.00
						Total For Check # 338437			**31.00**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/30/2026	338438			REC-039668-2026		110 |422010|		2026/10	68.00
				REC-039668-2026		11020 |442030|		2026/10	31.00
						Total For Check # 338438			**99.00**
04/30/2026	338439			REC-038761-2026		110 |422010|		2026/10	68.00
						Total For Check # 338439			**68.00**
04/30/2026	338443			REC-038807-2026		11020 |442030|		2026/10	68.00
						Total For Check # 338443			**68.00**
04/30/2026	338444			REC-039070-2026		110 |422010|		2026/10	66.00
						Total For Check # 338444			**66.00**
04/30/2026	338445	999905	OTP - TORT CLAIMS	TRT1819.2026	TRT1819.2026	1101700 |550090|		2026/10	1,931.10
						Total For Check # 338445			**1,931.10**
04/30/2026	338489	999903	OTP - UB REFUNDS	198496		110 |150702|		2026/10	23.19
						Total For Check # 338489			**23.19**
04/30/2026	338501	4996	SCOTT GRAHAM	PDR 03212026	PER DIEM SCADA FEST 2026	1101200 |550030|		2026/10	360.00
						Total For Check # 338501			**360.00**
04/30/2026	338505	1987	SURENCY LIFE & HEALTH INS.	198329	Payroll Run 1 - Warrant 260424	110 |218460|		2026/10	185.25
						Total For Check # 338505			**185.25**
04/30/2026	338506	167	TULSA COUNTY HEALTH	1ST QRT 2026	JAN, FEB, MAR 2026 1ST QUARTER	1101700 |550100|		2026/10	290.50
						Total For Check # 338506			**290.50**
04/30/2026	338508	5635	VISION SERVICE PLAN	198332	Payroll Run 1 - Warrant 260424	110 |218240|		2026/10	3,649.28
						Total For Check # 338508			**3,649.28**
04/30/2026	338512	1092	WESTLAKE HARDWARE INC	8039003	BLANKET PO FOR MISC ITEMS	1106002 |560180|		2026/10	41.53
						Total For Check # 338512			**41.53**
04/30/2026	338514	149	AMERICAN ELECTRIC	211-815-9-0 04132026	FY26 ANNUAL AGREEMENT 959-211-815-	1106000 |550250|		2026/10	98.71
				663-125-0-3 04222026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/10	209.88
				683-103-0-8 04172026	FY26 ANNUAL AGREEMENT - SINGLES	1106005 |550250|		2026/10	89.94
				716-079-0-6 04162026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/10	44.13

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				853-893-0-0 04162026	FY26 ANNUAL AGREEMENT - SINGLES	1101700 |550250|		2026/10	24.18
				183-027-0-0 04162026	FY26 ANNUAL AGREEMENT - SINGLES	1105310 |550250|		2026/10	82.78
				539-598-0-7 04162026	FY26 ANNUAL AGREEMENT - SINGLES	1101700 |550250|		2026/10	24.18
				784-327-0-0 04152026	FY26 ANNUAL AGREEMENT SINGLES	1105310 |550250|		2026/10	78.53
						Total For Check #	**338514**		**652.33**
04/30/2026	338516	4935	AMAZON.COM SALES INC	1PCC-KTJX-Y39K	ITEM: Swingline Stapler, 30 Sheet	1101800 |560030|		2026/10	41.54
				1PCC-KTJX-Y39K	ITEM: Swingline Stapler, 30 Sheet	1101800 |560230|		2026/10	60.16
				11YM-346F-4CGL	ITEM: Kleenex Professional Facial Tissue,	1101400 |560030|		2026/10	112.99
				1DF9-QHT3-NTRP	office supplies	1101102 |560030|		2026/10	24.20
				1GXH-X4KM-WNVN	materials and supplies/ Traffic	1105315 |560230|		2026/10	55.72
				1PH6-6C4M-MKGP	Office supplies - Lisa	1101315 |560030|		2026/10	29.78
				1FMK-4PV1-9RYD	Recreation Supplies RH	1106002 |560330|		2026/10	23.58
						Total For Check #	**338516**		**347.97**
04/30/2026	338519	4846	APAC-CENTRAL, INC.	7002428067	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/10	1,026.21
				7002431438	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/10	629.95
						Total For Check #	**338519**		**1,656.16**
04/30/2026	338520	885	ATWOOD DISTRIBUTING LP	3837	BLANKET PO SAFETY SHOES & MISC	1106000 |560210|		2026/10	36.48
				3834	BLANKET PO SAFETY SHOES & MISC	1106000 |560180|		2026/10	36.97
				3836	BLANKET PO SAFETY SHOES & MISC	1106003 |560230|		2026/10	39.99
				3839	BLANKET PO SAFETY SHOES & MISC	1105300 |540200|		2026/10	87.02
				3842	BLANKET PO SAFETY SHOES & MISC	1106000 |560180|		2026/10	74.72
				3841	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/10	29.99
						Total For Check #	**338520**		**305.17**
04/30/2026	338522	12	AVB	MARCH 2026	MARCH 2026 PAYROLL	1101501 |550280|		2026/10	185.29
				MARCH 2026 VENDOR	MARCH 2026 VENDOR	1101501 |550280|		2026/10	40.30
						Total For Check #	**338522**		**225.59**
04/30/2026	338523	767	B & B ELECTRIC CO.	69630	Country Aire Pool Pump Repair	1106002 |540280|		2026/10	997.50
						Total For Check #	**338523**		**997.50**
04/30/2026	338527	2910	BROKEN ARROW AREA	80406	80406 DEC 19, 2025	1101010 |530110|		2026/7	80.00
				80406	80406 DEC 19, 2025	1101102 |530110|		2026/7	80.00
				80406	80406 DEC 19, 2025	1101501 |530110|		2026/7	80.00
				80406	80406 DEC 19, 2025	1101200 |530110|		2026/7	80.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				80406	80406 DEC 19, 2025	1101300 |530110|		2026/7	40.00
				80406	80406 DEC 19, 2025	1101315 |530110|		2026/7	120.00
				80406	80406 DEC 19, 2025	1101400 |530110|		2026/7	120.00
				80406	80406 DEC 19, 2025	1101410 |530110|		2026/7	80.00
				80406	80406 DEC 19, 2025	1101415 |530110|		2026/7	40.00
				80406	80406 DEC 19, 2025	1101700 |530110|		2026/7	1,880.00
				80406	80406 DEC 19, 2025	1101800 |530110|		2026/7	40.00
				80406	80406 DEC 19, 2025	1105300 |530110|		2026/7	120.00
				80406	80406 DEC 19, 2025	1106000 |530110|		2026/7	40.00
				80406	80406 DEC 19, 2025	1106002 |530110|		2026/7	40.00
				80759	80759	1101315 |530110|		2026/8	5.00
				80740	80740	1101700 |550860|		2026/8	1,575.00
				80845	80845	1101300 |530110|		2026/9	200.00
				80845	80845	1101700 |530110|		2026/9	200.00
				80845	80845	1101700 |530110|		2026/9	200.00
				80845	80845	1101700 |530110|		2026/9	200.00
				80845	80845	1101400 |530110|		2026/9	200.00
				80845	80845	1101315 |530110|		2026/9	200.00
				80845	80845	1101315 |530110|		2026/9	200.00
				80845	80845	1101700 |530110|		2026/9	200.00
				80845	80845	1101700 |530110|		2026/9	200.00
				80944-C	80944-C	1101300 |530110|		2026/9	25.00
				80944-C	80944-C	1101310 |530110|		2026/9	25.00
				80944-C	80944-C	1101700 |530110|		2026/9	100.00
				81188	81188 04/02/2026	1101405 |530110|		2026/10	40.00
				81311	CHAMBER LUNCHEON 05/06/2026 NORM	1101300 |530110|		2026/10	40.00
						Total For Check #	**338527**		**6,450.00**
04/30/2026	338529	638	BWI COMPANIES INC.	19531620	128oz. Bifen	1106003 |560340|		2026/10	166.00
						Total For Check #	**338529**		**166.00**
04/30/2026	338530	297	C J MOLONEYS REST & PUB	04152026	FOOD FOR LEADERSHIP LUNCH AND	1101700 |560230|		2026/10	699.00
				262004	262004 NEW HIRE PROMOTION	1101700 |550890|		2026/10	728.00
						Total For Check #	**338530**		**1,427.00**
04/30/2026	338531	5690	RICKY L. CARLILE	260401	260401 APRIL 2, 2026	1101010 |550280|		2026/10	9,518.75
						Total For Check #	**338531**		**9,518.75**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/30/2026	338534	633	CHICKASAW TELECOM INC	INV#64555	FortiNet Maintenance	1101200 |540550|		2026/10	5,090.79
						Total For Check # 338534			**5,090.79**
04/30/2026	338536	37	CINTAS CORPORATION	5331019011	BLANKET PO FOR ALL DEPARTMENT	1105300 |560230|		2026/10	132.50
						Total For Check # 338536			**132.50**
04/30/2026	338537	996	CITY OF BROKEN ARROW	198326	Payroll Run 1 - Warrant 260424	110 |218180|		2026/10	1,025.00
				198326	Payroll Run 1 - Warrant 260424	110 |218360|		2026/10	7,247.40
						Total For Check # 338537			**8,272.40**
04/30/2026	338539	1391	CLEAN THE UNIFORM CO	52188761	NEIGBORHOOD ENGAGMENT	1101415 |540310|		2026/10	49.01
				52187168	52187168 APRIL 08, 2026	1101700 |540330|		2026/10	6.08
				52188768	NAVY MATS FOR MUNICIPAL COURT	1101800 |540330|		2026/10	7.84
				52186548	NAVY MATS FOR MUNICIPAL COURT	1101800 |540330|		2026/10	7.84
				52188760	STREETS & STORM WATER UNIFROMS	1105315 |540310|		2026/10	19.57
				52188760	STREETS & STORM WATER UNIFROMS	1105300 |540310|		2026/10	136.53
				52188760	STREETS & STORM WATER UNIFROMS	1105300 |540330|		2026/10	13.49
				52188762	STREETS AMD STORMWATER	1105310 |540310|		2026/10	130.98
				52188765	RENTALS CHARGES FOR DIVISION	1106000 |540310|		2026/10	134.76
				52188765	RENTALS CHARGES FOR DIVISION	1106000 |540330|		2026/10	0.34
				52188282	RENTAL CHARGES FOR DIVISION	1106000 |540310|		2026/10	33.04
				52188282	RENTAL CHARGES FOR DIVISION	1106003 |540310|		2026/10	47.68
				52189394	52189394	1101700 |540330|		2026/10	6.08
				52188278	52188278	1106005 |540310|		2026/10	10.15
				52188278	52188278	1101700 |540330|		2026/10	24.49
				52188767	52188767	1106002 |540330|		2026/10	3.14
				52189398	52189398	1106002 |540330|		2026/10	26.19
				52189869	52189869	1105315 |540310|		2026/10	19.57
				52189869	52189869	1105300 |540310|		2026/10	141.81
				52189869	52189869	1105300 |540330|		2026/10	13.49
				52189871	52189871	1105310 |540310|		2026/10	130.98
						Total For Check # 338539			**963.06**
04/30/2026	338545	4684	HERITAGE LANDSCAPE	0026219488-001	Chlorine for Parks & Rec Dpt.	1106000 |560340|		2026/10	152.30
						Total For Check # 338545			**152.30**
04/30/2026	338546	634	DELL MARKETING L.P.	10872098829	Laptop For Shannon Newby	1101102 |560240|		2026/10	1,981.39
						Total For Check # 338546			**1,981.39**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/30/2026	338551	4603	DONALD M WRIGHT	423	RDFM ENTERTAINMENT 04/18/26	1101400 |540280|		2026/10	200.00
						Total For Check # 338551			**200.00**
04/30/2026	338554	1223	EASTON SOD FARMS INC	0298991	BLANKET PO FOR BERMUDA SOD-	1106000 |560230|		2026/10	150.00
						Total For Check # 338554			**150.00**
04/30/2026	338558	2110	FARMERS CO-OP	4485958	Fertilizer	1106000 |560340|		2026/10	7,292.00
						Total For Check # 338558			**7,292.00**
04/30/2026	338560	1231	AT&T MOBILITY LLC	287332244712X042026	APRIL 09, 2026 539-240-7952	1101200 |550540|		2026/10	43.73
						Total For Check # 338560			**43.73**
04/30/2026	338565	153	GELLCO UNIFORMS & SHOES	00308854	BLANKET PO FOR UNIFORMS/BOOTS	1106000 |560100|		2026/10	125.99
				00308855	BLANKET PO FOR UNIFORMS/BOOTS	1106000 |560100|		2026/10	116.99
				00308853	BLANKET PO FOR UNIFORMS/BOOTS	1106000 |560100|		2026/10	134.99
						Total For Check # 338565			**377.97**
04/30/2026	338569	5026	DALE GRAHAM	320	320	1106001 |540070|		2026/10	250.00
				315	315	1106000 |540070|		2026/10	326.00
				318	318	1106005 |540070|		2026/10	804.00
						Total For Check # 338569			**1,380.00**
04/30/2026	338570	79	GREEN ACRE SOD FARMS	15259	BL;ANKET PO FOR BERMUDA SOD	1106005 |560270|		2026/10	95.00
						Total For Check # 338570			**95.00**
04/30/2026	338576	5576	HIGH FIVE MEDIA GROUP LLC	45999	GO BOND WEBSITE SERVICES	1101310 |530870|		2026/10	2,329.00
						Total For Check # 338576			**2,329.00**
04/30/2026	338581	1582	IMPERIAL LLC	04334324716	04334324716	1105300 |560230|		2026/10	86.95
						Total For Check # 338581			**86.95**
04/30/2026	338582	4736	DUSTIN MANLY	10001640	10001640	1106000 |540070|		2026/10	575.00
						Total For Check # 338582			**575.00**
04/30/2026	338587	5131	KEVIN BEHE	16107	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.36
				16107	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.99
				16107	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.96

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				16107	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.67
				16107	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.91
				16107	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.47
						Total For Check # 338587			**7.36**
04/30/2026	338589	124	KIMS INTERNATIONAL	0156253-IN	BLANKET PO - MISC. FITTINGS	1105300 |560230|		2026/10	301.37
				0156129-IN	BLANKET PO - MISC. FITTINGS	1105300 |560230|		2026/10	120.87
				0156251-IN	BLANKET PO - MISC. FITTINGS	1105300 |560230|		2026/10	305.78
						Total For Check # 338589			**728.02**
04/30/2026	338591	131	LOCKE SUPPLY COMPANY	58083492-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/10	63.10
				57907814-00	BLANKET PO FOR PLUMBING &	1106004 |560180|		2026/10	330.88
				58106180-00	BLANKET PO FOR PLUMBING &	1106004 |560180|		2026/10	13.87
				58110151-00	BLANKET PO FOR PLUMBING &	1106004 |560180|		2026/10	6.23
						Total For Check # 338591			**414.08**
04/30/2026	338594	5631	MOBILE LOCKSMITH EXPRESS	42201	unit # 2683	1105315 |540200|		2026/10	450.00
				42443	UNIT # 1902 - BRIAN	1101800 |540200|		2026/10	475.00
						Total For Check # 338594			**925.00**
04/30/2026	338597	25	NAPA AUTO PARTS	25251	7009365	1106000 |560200|		2026/10	15.79
				25251	1494	1106000 |560200|		2026/10	47.37
				25251	6692836	1106000 |560200|		2026/10	55.11
				25251	85W140BULK	1106000 |560210|		2026/10	5.63
				25252	1521	1106000 |560200|		2026/10	5.84
				25252	3192	1106000 |560200|		2026/10	13.43
				25252	7010332	1106000 |560200|		2026/10	46.34
				25252	7010331	1106000 |560200|		2026/10	47.32
				25252	6438	1106000 |560200|		2026/10	17.20
				25252	2985	1106000 |560200|		2026/10	16.18
				25252	15W40BULK	1106000 |560210|		2026/10	57.00
				25257	7237	1106000 |560200|		2026/10	138.69
				25257	7237	1106000 |560200|		2026/10	27.00
				25257	7237	1106000 |560200|		2026/10	-27.00
				25267	B417	1106000 |560200|		2026/10	70.00
				025283	HDATFBULK	1105300 |560210|		2026/10	108.78
				025307	MTP65HD	1105315 |560200|		2026/10	115.79
				025311	TOYO556640	1105310 |560190|		2026/10	1,584.00

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			025318	K595547112	1106000 |560200|		2026/10	58.24
			025318	7559952115	1106000 |560200|		2026/10	0.46
			025318	K597547180	1106000 |560200|		2026/10	7.60
			025318	K597547150	1106000 |560200|		2026/10	33.42
			025318	K566847162	1106000 |560200|		2026/10	27.40
			025322	2872288	1105300 |560200|		2026/10	129.82
			25418	7213	1105300 |560200|		2026/10	21.14
			25418	3788	1105300 |560200|		2026/10	29.16
			25418	3628	1105300 |560200|		2026/10	19.79
			25418	9082	1105300 |560200|		2026/10	12.79
			25418	2812	1105300 |560200|		2026/10	86.76
			25418	9910	1105300 |560200|		2026/10	21.27
			25418	15W40BULK	1105300 |560210|		2026/10	144.40
			25419	MTP90T5	1101800 |560200|		2026/10	199.61
			25428	1372	1106000 |560200|		2026/10	4.25
			25428	230266	1106000 |560200|		2026/10	10.91
			25428	200906	1106000 |560200|		2026/10	18.53
			25428	5W30BULK	1106000 |560210|		2026/10	26.67
			25428	115	1106000 |560210|		2026/10	15.50
			25438	525125	1105300 |560200|		2026/10	431.10
			025588	K597597530	1106000 |560200|		2026/10	111.43
			025592	6693BR	1106000 |560200|		2026/10	83.41
			025595	105778403	1106000 |560200|		2026/10	162.63
			025596	M63201Y	1105300 |560200|		2026/10	96.28
			025596	6060C	1105300 |560200|		2026/10	46.70
			025596	949263	1105300 |560200|		2026/10	4.89
			025596	2413	1105300 |560230|		2026/10	6.66
			025599	1413	1105300 |560230|		2026/10	98.28
			025612	FT8909F	1106000 |560200|		2026/10	70.56
			025616	7246802	1105300 |560200|		2026/10	146.29
			025620	HTSQ22250	1105315 |560200|		2026/10	147.82
			025623	525545	1105315 |560200|		2026/10	78.89
					Total For Check #	**338597**		**4,697.13**
04/30/2026	338598		25272	230266	1106000 |560200|		2026/10	10.91
			25272	7502	1106000 |560200|		2026/10	4.25
			25272	9883	1106000 |560200|		2026/10	12.73
			25272	5W30BULK	1106000 |560210|		2026/10	30.48

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				25273	706620	1106000 |560210|		2026/10	11.40
				25277	5	1106000 |560200|		2026/10	3.29
				25278	122377	1106000 |560210|		2026/10	14.28
				025284	50197	1106000 |560200|		2026/10	6.68
				025284	SU28900	1106000 |560200|		2026/10	45.67
				025298	7938	1106000 |560200|		2026/10	6.86
				025298	3011	1106000 |560200|		2026/10	2.26
				025298	7035	1106000 |560200|		2026/10	7.63
				025298	122377	1106000 |560210|		2026/10	14.28
				025312	61426	1105315 |560230|		2026/10	24.22
				025312	59021	1105315 |560230|		2026/10	10.47
				025320	MT1116	1106000 |560230|		2026/10	3.68
				025321	SW050	1105300 |560230|		2026/10	6.64
				25409	2413	1105300 |560230|		2026/10	3.33
				25420	LDCW75011	1105300 |560230|		2026/10	24.76
				25424	5085320	1101200 |560200|		2026/10	66.76
				25426	100WSAE	1106000 |560200|		2026/10	4.15
				25434	3003939	1106000 |560200|		2026/10	22.26
				25434		1106000 |560200|		2026/10	15.00
				25442	46AWBULK	1105300 |560210|		2026/10	39.68
				25443	HDATFBULK	1105300 |560210|		2026/10	20.72
				025602	6060C	1105300 |560200|		2026/10	46.70
				025602	949263	1105300 |560200|		2026/10	1.63
				025603	8300	1105300 |560230|		2026/10	3.78
				025606	7101036	1106000 |560190|		2026/10	5.40
				025607	124315	1106000 |560210|		2026/10	7.14
				025607	75540	1106000 |560210|		2026/10	9.82
				025622	30142	1105315 |560210|		2026/10	55.54
						Total For Check #	**338598**		**542.40**
04/30/2026	338599			025594	1057784	1106000 |560200|		2026/10	0.03
						Total For Check #	**338599**		**0.03**
04/30/2026	338606	5028	PPT HOLDINGS I, LLC	PUSA10090194298	Park Place IT Maintenance	1101200 |540550|		2026/10	9,356.31
				PUSA10090194303	Park Place IT Maintenance	1101200 |540550|		2026/10	4,205.76
				PUSA10090203606	Park Place IT Maintenance	1101200 |540550|		2026/10	14,225.84
						Total For Check #	**338606**		**27,787.91**

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04/30/2026	338617	602	SANDERS NURSERY	1178739	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/10	90.00
				1183792	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/10	94.00
						Total For Check # 338617			**184.00**
04/30/2026	338621	81	SHERWIN WILLIAMS CO	19948164140426	BLANKET PO FOR PAINT SUPPLIES	1106002 |560180|		2026/10	126.90
						Total For Check # 338621			**126.90**
04/30/2026	338622	969	SHERWOOD CONSTRUCTION	301264	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/10	113.06
				302198	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/10	3,659.54
						Total For Check # 338622			**3,772.60**
04/30/2026	338623	834	SOFTWARE HOUSE	B21076719	Solarwinds Service Desk 2026 Yearly	1101200 |540550|		2026/10	36,071.88
				B21007303	Microsoft Storage for Sharepoint	1101200 |540550|		2026/10	5,000.00
				B21088162	MS Sentinel Usage for '26	1101200 |540550|		2026/10	1,070.61
				B20994638	MS Sentinel Usage for '26	1101200 |540550|		2026/10	1,018.29
						Total For Check # 338623			**43,160.78**
04/30/2026	338625	2144	SITE ONE LANDSCAPE SUPPLY	164480785-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/10	36.87
				164768654-001	BLANKET PO FOR IRRIGATION	1106003 |560700|		2026/10	187.39
				163044790-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/10	62.80
						Total For Check # 338625			**287.06**
04/30/2026	338626	5078	SJC COMMUNICATIONS, LLC	3205	Data cabling for Neihuis for additional	1106002 |540070|		2026/10	1,095.99
						Total For Check # 338626			**1,095.99**
04/30/2026	338627	303	SMITH FARM & GARDEN CO	120355	BLANKET PO FOR MISC. PARTS	1106000 |560240|		2026/10	184.61
				119910	BLANKET PO FOR MISC. PARTS	1106003 |560180|		2026/10	70.84
						Total For Check # 338627			**255.45**
04/30/2026	338628	925	SOUTH EAST AUTO TRIM INC.	62196	62196	1106000 |540070|		2026/10	200.00
						Total For Check # 338628			**200.00**
04/30/2026	338629	1081	SOUTHERN AGRICULTURE	853545	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/10	5.96
						Total For Check # 338629			**5.96**
04/30/2026	338630	3880	SOUTHWOOD LANDSCAPE &	RW030555	3gal Rose Bush	1106003 |560700|		2026/10	1,599.50
						Total For Check # 338630			**1,599.50**

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04/30/2026	338631	1131	SPRING CREEK NURSERY	228394	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/10	270.50
				228334	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/10	716.50
						Total For Check # 338631			**987.00**
04/30/2026	338635	1792	SUNBELT POOLS INC	PSI019175	Pool Pulsar II Briquettes	1106002 |560340|		2026/10	2,615.24
						Total For Check # 338635			**2,615.24**
04/30/2026	338638	341	TESSCO TECHNOLOGIES INC.	9400449324	CPS ANTENNA PSC NECLOCK	1101200 |560240|		2026/10	305.90
						Total For Check # 338638			**305.90**
04/30/2026	338642	1201	TNEMEC	276871	Tnemec Series 66 Hi-Build Epoxoline part A-	1106002 |560180|		2026/10	1,564.37
				192514	Tnemec Series 66 Hi-Build Epoxoline part A-	1106002 |560180|		2026/10	-110.97
						Total For Check # 338642			**1,453.40**
04/30/2026	338643	4499	TIFFANY APRIL HALEY	2119	2119 COOKIES FOR NEW HIRE	1101700 |550890|		2026/10	100.00
						Total For Check # 338643			**100.00**
04/30/2026	338644	56	TULSA COUNTY ELECTION	04202026	BOND	1101700 |530830|		2026/10	25,925.23
						Total For Check # 338644			**25,925.23**
04/30/2026	338647	949	TULSA WINNELSON COMPANY	001577 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/10	483.06
				000302 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/10	559.34
						Total For Check # 338647			**1,042.40**
04/30/2026	338656	5271	VAK PAK INC	26-00391	(2)- HDW2543 Roof Jack, 95lb SS 20"	1106000 |560230|		2026/10	239.92
						Total For Check # 338656			**239.92**
04/30/2026	338661	405	WHELEN ENGINEERING CO INC	R59348	R59348	1105310 |560310|		2026/10	32.53
				C30395	CREDIT TAXES FOR INVOICE R59348	1105310 |560310|		2026/10	-2.53
						Total For Check # 338661			**30.00**
04/30/2026	338663	1095	WINDSTREAM HOLDINGS II LLC	101118081 03232026	FY26 ANNUAL AGREEMENT	1106000 |550220|		2026/10	89.32
				101118081 04222026	FY26 ANNUAL AGREEMENT	1106000 |550220|		2026/10	90.52
						Total For Check # 338663			**179.84**
05/07/2026	338664	5677	2 POPS CATERING LLC	15537	15537 05/20/2026	1101700 |550890|	2617140	2026/11	3,597.44
						Total For Check # 338664			**3,597.44**

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05/07/2026	338676	4905 METROPOLITAN LIFE	198331	Payroll Run 1 - Warrant 260424	110 |218590|		2026/10	971.74
			198331	Payroll Run 1 - Warrant 260424	110 |218340|		2026/10	3,977.70
			198331	Payroll Run 1 - Warrant 260424	110 |218480|		2026/10	3,669.75
					Total For Check # 338676			**8,619.19**
05/07/2026	338694	1739 WAGONER CO RRWD DISTRICT	3823901 05152026		1106000 |550230|		2026/11	16.50
			1126701 05152026	03/16/2026-04/15/2026	1106000 |550230|		2026/11	16.50
			1945001 05152026	03/16/2026-04/15/2026	1106000 |550230|		2026/11	274.99
			1970001 05152026	03/16/2026-04/15/2026	1106000 |550230|		2026/11	3,740.44
					Total For Check # 338694			**4,048.43**
05/07/2026	338698	1092 WESTLAKE HARDWARE INC	8039027	BLANKET PO FOR MISC ITEMS	1106002 |560180|		2026/11	37.55
			8039039	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/11	15.98
			8039037	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/11	1.98
			8039006	BLANKET PO FOR MISC ITEMS	1106000 |560180|		2026/11	61.56
			8039005	BLANKET PO FOR MISC ITEMS	1106002 |560180|		2026/11	43.16
			8038998	BLANKET PO FOR MISC ITEMS	1106002 |560180|		2026/11	12.99
					Total For Check # 338698			**173.22**
05/07/2026	338699	4919 ADEMCO INC.	303247014	303247014 04/28/2026	1106000 |560240|		2026/11	1,758.10
			303247015	303247015 04/28/2026	1106000 |560240|		2026/11	1,758.10
					Total For Check # 338699			**3,516.20**
05/07/2026	338700	149 AMERICAN ELECTRIC	866-629-0-9 04222026	FY26 ANNUAL AGREEMENT 956-866-629-	1106000 |550250|		2026/11	23.77
			428-947-0-6 04222026	FY26 ANNUAL AGREEMENT953-428-947-	1106000 |550250|		2026/11	23.87
			844-568-0-6 04212026	FY26 ANNUAL AGREEMENT 959-844-568-	1106000 |550250|		2026/11	56.97
			189-865-0-8 04222026	FY26 ANNUAL AGREEMENT 957-189-865-	1106000 |550250|		2026/11	47.53
			393-103-0-6 04222026	FY26 ANNUAL AGREEMENT 959-393-103-	1101315 |550250|		2026/11	71.29
			393-103-0-6 04222026	FY26 ANNUAL AGREEMENT 959-393-103-	1101700 |550250|		2026/11	3,475.78
			391-910-0-2 04202026	FY26 ANNUAL AGREEMENT 950-391-910-	1106000 |550250|		2026/11	50.28
			464-965-0-8 04202026	FY26 ANNUAL AGREEMENT 953-464-965-	1106000 |550250|		2026/11	53.98
			390-007-0-2 04172026	FY26 ANNUAL AGREEMENT 956-390-007-	1106000 |550250|		2026/11	53.98
			260-576-0-1 04172026	FY26 ANNUAL AGREEMENT - 953-260-	1101700 |550250|		2026/11	71.54
			183-137-4-1 04232026	FY26 ANNUAL AGREEMENT 951-183-137-	1106004 |550250|		2026/11	2,767.50
			284-103-0-3 04282026	FY26 ANNUAL AGREEMENT 953-284-103-	1101200 |550250|		2026/11	130.24
			284-103-0-3 04282026	FY26 ANNUAL AGREEMENT 953-284-103-	1105315 |550250|		2026/11	114.40
			827-595-4-4 04292026	FY26 ANNUAL AGREEMENT 955-827-595-	1106002 |550250|		2026/11	5,387.16
			827-595-4-4 04292026	FY26 ANNUAL AGREEMENT 955-827-595-	1106000 |550460|		2026/11	903.52

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						Total For Check # 338700			**13,231.81**
05/07/2026	338701	4918	AIRGAS, INC	9171447651	BLANKET PO WELDING MATERIAL	1105300 |560200|		2026/11	5.04
						Total For Check # 338701			**5.04**
05/07/2026	338704	4935	AMAZON.COM SALES INC	1N4W-JPTX-P7JR	Water Pump for MTNC	1106000 |560200|		2026/11	145.19
				1HKD-XNCJ-VRQW	Materials and Supplies Traffic	1105315 |560230|		2026/11	16.04
				161X-7Q6P-RQHX	Materials and Supplies Traffic	1105315 |560230|		2026/11	50.08
				1JN9-R4KF-7F1G	Recreation Supplies NPCC	1106002 |560330|		2026/11	69.99
				16QX-T6DQ-C3V9	PAPER TOWELS FOR MTNC	1106000 |560300|		2026/11	80.19
				19K6-C7CK-DXHN	OFFICE SUPPLIES	1101501 |560230|		2026/11	49.99
				1TNK-33QH-3H6P	OFFICE SUPPLIES	1101501 |560030|		2026/11	325.17
				1TNK-33QH-3H6P	OFFICE SUPPLIES	1101501 |560230|		2026/11	7.49
				1RPF-X36G-MMGJ	Office Supplies	1101102 |550890|		2026/11	11.62
				1RPF-X36G-MMGJ	Office Supplies	1101102 |560030|		2026/11	22.95
				1Q4V-RMDG-G6DR	Recreation Supplies Aquatics & NPCC	1106002 |560330|		2026/11	64.98
				1DPC-YQXL-D373	office Supplies	1101102 |550890|		2026/11	268.66
						Total For Check # 338704			**1,112.35**
05/07/2026	338705			1JMY-HTVR-GD7X	Backpack Blower Replacement Parts MTNC	1106000 |560310|		2026/11	19.98
				1V4G-CCLF-N6RJ	ITEM: BIC Wite-Out Brand Exact Liner	1101800 |560030|		2026/11	40.92
						Total For Check # 338705			**60.90**
05/07/2026	338706	3840	AMERICAN EXPRESS	APRIL 2026	APRIL 2026 STATEMENT	1101501 |550280|		2026/11	200.00
						Total For Check # 338706			**200.00**
05/07/2026	338707	1007	AMERICAN SERVICES INC.	4884	4884 04/30/2026 APRIL MOWING	1101315 |540280|		2026/11	45.00
						Total For Check # 338707			**45.00**
05/07/2026	338709	4846	APAC-CENTRAL, INC.	7002441701	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/11	231.15
				7002441688	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/11	787.30
				7002444693	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/11	126.04
						Total For Check # 338709			**1,144.49**
05/07/2026	338710	2344	ARTSOK	BA0004	BA0004 04/29/2026	1101400 |550280|	2614050	2026/11	300.00
						Total For Check # 338710			**300.00**
05/07/2026	338713	885	ATWOOD DISTRIBUTING LP	3840	BLANKET PO SAFETY SHOES & MISC	1105300 |560230|		2026/11	45.93

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				3849	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/11	9.99
				3845	BLANKET PO SAFETY SHOES & MISC	1105300 |540200|		2026/11	2.19
				3851	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/11	24.50
				3844	BLANKET PO SAFETY SHOES & MISC	1105300 |540200|		2026/11	1.89
						Total For Check # 338713			**84.50**
05/07/2026	338717	4391	BOUNCERS KINGDOM LLC	7037	7037 03/03/2026	1101400 |540330|	2614050	2026/11	4,909.00
						Total For Check # 338717			**4,909.00**
05/07/2026	338720	19	BROKEN ARROW ELECTRIC	S3478964.001	BLANKET PO FOR MISC ELECTRICAL	1106000 |560180|		2026/11	192.53
						Total For Check # 338720			**192.53**
05/07/2026	338725	4634	CHARLES CLAYTON USSERY	5/2/26	5/2/26 FARMERS MARKET	1101400 |540280|		2026/11	400.00
						Total For Check # 338725			**400.00**
05/07/2026	338729	37	CINTAS CORPORATION	9370409709	BLANKET PO FOR ALL DEPARTMENT	1101400 |540330|		2026/11	48.41
				9370379218	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	198.00
				9370413247	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00
				9370409707	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00
				9370413249	BLANKET PO FOR ALL DEPARTMENT	1101315 |540330|		2026/11	50.00
				9370599654	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00
				9370592649	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	198.00
				9370587570	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	396.00
				9370594627	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	297.00
				9370591899	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00
				9370574761	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	198.00
				9370591647	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00
				9370592638	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00
				9370580700	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00
				9370544377	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00
				9370575991	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00
				9370568720	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00
				9370578197	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00
				9370549592	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00
				9370509971	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00
				9370502633	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00
				9370442044	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	297.00
				9370467457	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00

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				9370504173	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00
				9370502401	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/11	99.00
						Total For Check #	**338729**		**3,365.41**
05/07/2026	338730	1391	CLEAN THE UNIFORM CO	52189870	52189870 04/24/2026	1101415 |540310|		2026/11	49.01
				52190498	52190498 04/29/2026	1106005 |540330|		2026/11	1.32
				52189875	52189875 04/24/2026	1106000 |540310|		2026/11	134.76
				52189875	52189875 04/24/2026	1106000 |540330|		2026/11	0.34
				52189397	52189397 04/22/2026	1106000 |540310|		2026/11	33.04
				52189397	52189397 04/22/2026	1106003 |540310|		2026/11	47.68
				52190988	52190988 05/01/2026	1105315 |540310|		2026/11	19.57
				52190988	52190988 05/01/2026	1105300 |540310|		2026/11	143.58
				52190988	52190988 05/01/2026	1105300 |540330|		2026/11	13.49
				52190990	52190990 05/01/2026	1105310 |540310|		2026/11	130.98
				52189876	52189876 04/24/2026	1106002 |540330|		2026/11	33.17
						Total For Check #	**338730**		**606.94**
05/07/2026	338731	474	CMRS-POC	APRIL 2026	US POSTAL SERVICE (NEOPOST APRIL	1101700 |550390|		2026/11	3,169.99
				MARCH 2026A	US POSTAL SERVICE(NEOPOST APRIL	1101700 |550390|		2026/11	590.40
						Total For Check #	**338731**		**3,760.39**
05/07/2026	338732	5323	COLUMN SOFTWARE PBC	9B37CAF5-0110	9B37CAF5-0110	1101410 |550050|		2026/11	200.46
				9B37CAF5-0111	9B37CAF5-0111	1101410 |550050|		2026/11	188.60
				9B37CAF5-0112	9B37CAF5-0112	1101410 |550050|		2026/11	157.39
				B8184531-0014	B8184531-0014	1101700 |550050|		2026/11	719.97
				B8184531-0018	B8184531-0018	1101700 |550050|		2026/11	5,917.18
						Total For Check #	**338732**		**7,183.60**
05/07/2026	338733	412	CONSOLIDATED TRAFFIC	70602	Interface Cable Assembly - USB	1105315 |560240|		2026/11	218.00
						Total For Check #	**338733**		**218.00**
05/07/2026	338735	882	COX COMMUNICATIONS	076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	1101700 |550220|		2026/11	597.73
				076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	1106000 |550220|		2026/11	98.99
				076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	1106002 |550220|		2026/11	94.00
				076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	1101200 |550540|		2026/11	361.97
				076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	1101315 |550540|		2026/11	56.59
				076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	1101700 |550540|		2026/11	1,467.00
				076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	1105300 |550540|		2026/11	158.99

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				076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	1105310 |550540|		2026/11	138.99
				076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	1106000 |550540|		2026/11	605.98
				076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	1106001 |550540|		2026/11	183.93
				076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	1106002 |550540|		2026/11	506.92
				076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	1106004 |550540|		2026/11	356.98
				076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	1106005 |550540|		2026/11	98.99
						Total For Check #	**338735**		**4,727.06**
05/07/2026	338737	4794	DAIOHS FIRST CHOICE	TU-1244218	TU-1244218 04/27/2026	1101400 |560230|		2026/11	71.03
						Total For Check #	**338737**		**71.03**
05/07/2026	338738	4684	HERITAGE LANDSCAPE	0026160446-001	Haywood Square Pool Drain Covers	1106002 |560230|		2026/11	1,297.40
				0025876792-001	Paragon Plastic Ladder Step	1106000 |560180|		2026/11	957.60
						Total For Check #	**338738**		**2,255.00**
05/07/2026	338743	3158	EMBLAZON PRINTING	4869	4869 04/23/2026	1101315 |560100|		2026/11	100.50
						Total For Check #	**338743**		**100.50**
05/07/2026	338748	1231	AT&T MOBILITY LLC	44015076X04172026	287344015076X04172026 APRIL 9, 2026	1101700 |550540|		2026/11	202.44
						Total For Check #	**338748**		**202.44**
05/07/2026	338749	1948	FOREST ELLIOTT	APRIL 2026	APRIL 2026	1106002 |550280|		2026/11	705.67
						Total For Check #	**338749**		**705.67**
05/07/2026	338758	79	GREEN ACRE SOD FARMS	14596	BL;ANKET PO FOR BERMUDA SOD	1106000 |540070|		2026/11	47.50
				14858	BL;ANKET PO FOR BERMUDA SOD	1106000 |540070|		2026/11	95.00
				14595	BL;ANKET PO FOR BERMUDA SOD	1106000 |540070|		2026/11	47.50
				14250	BL;ANKET PO FOR BERMUDA SOD	1106000 |540070|		2026/11	110.00
				15278	BL;ANKET PO FOR BERMUDA SOD	1106005 |560270|		2026/11	95.00
						Total For Check #	**338758**		**395.00**
05/07/2026	338763	5440	HHM FACILITY MANAGEMENT,	169783	CUSTODIAL BID# 25.161	1105300 |540070|		2026/11	112.83
				169783	CUSTODIAL BID# 25.161	1101700 |540280|		2026/11	166.32
				169783	CUSTODIAL BID# 25.161	1106002 |540280|		2026/11	274.21
				169782	CUSTODIAL BID# 25.161	1105300 |540070|		2026/11	13.16
				169782	CUSTODIAL BID# 25.161	1101700 |540280|		2026/11	19.41
				169782	CUSTODIAL BID# 25.161	1106002 |540280|		2026/11	31.99
				169781	CUSTODIAL BID# 25.161	1105300 |540070|		2026/11	56.42

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			169781	CUSTODIAL BID# 25.161	1101700 |540280|		2026/11	83.15
			169781	CUSTODIAL BID# 25.161	1106002 |540280|		2026/11	137.11
			169780	CUSTODIAL BID# 25.161	1105300 |540070|		2026/11	15.04
			169780	CUSTODIAL BID# 25.161	1101700 |540280|		2026/11	22.18
			169780	CUSTODIAL BID# 25.161	1106002 |540280|		2026/11	36.56
			169779	CUSTODIAL BID# 25.161	1105300 |540070|		2026/11	9.03
			169779	CUSTODIAL BID# 25.161	1101700 |540280|		2026/11	13.31
			169779	CUSTODIAL BID# 25.161	1106002 |540280|		2026/11	21.94
			169778	CUSTODIAL BID# 25.161	1105300 |540070|		2026/11	186.18
			169778	CUSTODIAL BID# 25.161	1101700 |540280|		2026/11	274.43
			169778	CUSTODIAL BID# 25.161	1106002 |540280|		2026/11	452.45
			169777	CUSTODIAL BID# 25.161	1105300 |540070|		2026/11	47.01
			169777	CUSTODIAL BID# 25.161	1101700 |540280|		2026/11	69.32
			169777	CUSTODIAL BID# 25.161	1106002 |540280|		2026/11	114.25
			169776	CUSTODIAL BID# 25.161	1105300 |540070|		2026/11	37.61
			169776	CUSTODIAL BID# 25.161	1101700 |540280|		2026/11	55.45
			169776	CUSTODIAL BID# 25.161	1106002 |540280|		2026/11	91.40
			169771	CUSTODIAL BID# 25.161	1105300 |540070|		2026/11	60.18
			169771	CUSTODIAL BID# 25.161	1101700 |540280|		2026/11	88.70
			169771	CUSTODIAL BID# 25.161	1106002 |540280|		2026/11	146.25
			169775	CUSTODIAL BID# 25.161	1105300 |540070|		2026/11	36.11
			169775	CUSTODIAL BID# 25.161	1101700 |540280|		2026/11	53.22
			169775	CUSTODIAL BID# 25.161	1106002 |540280|		2026/11	87.75
			169774	CUSTODIAL BID# 25.161	1105300 |540070|		2026/11	21.06
			169774	CUSTODIAL BID# 25.161	1101700 |540280|		2026/11	31.05
			169774	CUSTODIAL BID# 25.161	1106002 |540280|		2026/11	51.19
			169772	CUSTODIAL BID# 25.161	1105300 |540070|		2026/11	52.66
			169772	CUSTODIAL BID# 25.161	1101700 |540280|		2026/11	77.61
			169772	CUSTODIAL BID# 25.161	1106002 |540280|		2026/11	127.97
			169773	CUSTODIAL BID# 25.161	1105300 |540070|		2026/11	4.89
			169773	CUSTODIAL BID# 25.161	1101700 |540280|		2026/11	7.21
			169773	CUSTODIAL BID# 25.161	1106002 |540280|		2026/11	11.88
			169770	CUSTODIAL BID# 25.161	1105300 |540070|		2026/11	67.70
			169770	CUSTODIAL BID# 25.161	1101700 |540280|		2026/11	99.80
			169770	CUSTODIAL BID# 25.161	1106002 |540280|		2026/11	164.53
			169769	CUSTODIAL BID# 25.161	1105300 |540070|		2026/11	13.35
			169769	CUSTODIAL BID# 25.161	1101700 |540280|		2026/11	19.68
			169769	CUSTODIAL BID# 25.161	1106002 |540280|		2026/11	32.45

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					Total For Check # 338763			**3,596.00**
05/07/2026	338766	5014 HOT TOAST PRODUCTIONS,	1015	1015 04/25/2026	1101400 |550280|	2614050	2026/11	500.00
					Total For Check # 338766			**500.00**
05/07/2026	338768	1582 IMPERIAL LLC	04334324718	04334324718 04/21/2026	1101700 |550890|		2026/11	47.45
					Total For Check # 338768			**47.45**
05/07/2026	338770	3537 J & J BOWERS LAWN CARE	260503	BLANKET PO FOR LAWN CARE	1101200 |540280|		2026/11	200.00
					Total For Check # 338770			**200.00**
05/07/2026	338771	2221 JOSEPHINE SHAW	APRIL 2026	APRIL 2026	1106002 |550280|		2026/11	380.57
					Total For Check # 338771			**380.57**
05/07/2026	338773	5131 KEVIN BEHE	16112	CITY COUNCIL 07/14/25	1101200 |540070|		2026/11	0.34
			16112	CITY COUNCIL 07/14/25	1101700 |540070|		2026/11	1.99
			16112	CITY COUNCIL 07/14/25	1105300 |540070|		2026/11	0.96
			16112	CITY COUNCIL 07/14/25	1106000 |540070|		2026/11	1.67
			16112	CITY COUNCIL 07/14/25	1106002 |540070|		2026/11	1.91
			16112	CITY COUNCIL 07/14/25	1106005 |540070|		2026/11	0.48
			16113	CITY COUNCIL 07/14/25	1101200 |540070|		2026/11	0.30
			16113	CITY COUNCIL 07/14/25	1101700 |540070|		2026/11	1.59
			16113	CITY COUNCIL 07/14/25	1105300 |540070|		2026/11	0.76
			16113	CITY COUNCIL 07/14/25	1106000 |540070|		2026/11	1.33
			16113	CITY COUNCIL 07/14/25	1106002 |540070|		2026/11	1.52
			16113	CITY COUNCIL 07/14/25	1106005 |540070|		2026/11	0.38
			16111	CITY COUNCIL 07/14/25	1101200 |540070|		2026/11	0.29
			16111	CITY COUNCIL 07/14/25	1101700 |540070|		2026/11	1.59
			16111	CITY COUNCIL 07/14/25	1105300 |540070|		2026/11	0.76
			16111	CITY COUNCIL 07/14/25	1106000 |540070|		2026/11	1.34
			16111	CITY COUNCIL 07/14/25	1106002 |540070|		2026/11	1.52
			16111	CITY COUNCIL 07/14/25	1106005 |540070|		2026/11	0.38
			16077	CITY COUNCIL 07/14/25	1101200 |540070|		2026/11	0.36
			16077	CITY COUNCIL 07/14/25	1101700 |540070|		2026/11	1.99
			16077	CITY COUNCIL 07/14/25	1105300 |540070|		2026/11	0.96
			16077	CITY COUNCIL 07/14/25	1106000 |540070|		2026/11	1.67
			16077	CITY COUNCIL 07/14/25	1106002 |540070|		2026/11	1.91
			16077	CITY COUNCIL 07/14/25	1106005 |540070|		2026/11	0.47

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				16078	CITY COUNCIL 07/14/25	1101200 |540070|		2026/11	0.30
				16078	CITY COUNCIL 07/14/25	1101700 |540070|		2026/11	1.59
				16078	CITY COUNCIL 07/14/25	1105300 |540070|		2026/11	0.76
				16078	CITY COUNCIL 07/14/25	1106000 |540070|		2026/11	1.33
				16078	CITY COUNCIL 07/14/25	1106002 |540070|		2026/11	1.52
				16078	CITY COUNCIL 07/14/25	1106005 |540070|		2026/11	0.38
				16102	CITY COUNCIL 07/14/25	1101200 |540070|		2026/11	0.34
				16102	CITY COUNCIL 07/14/25	1101700 |540070|		2026/11	1.99
				16102	CITY COUNCIL 07/14/25	1105300 |540070|		2026/11	0.96
				16102	CITY COUNCIL 07/14/25	1106000 |540070|		2026/11	1.67
				16102	CITY COUNCIL 07/14/25	1106002 |540070|		2026/11	1.91
				16102	CITY COUNCIL 07/14/25	1106005 |540070|		2026/11	0.48
				16101	CITY COUNCIL 07/14/25	1101200 |540070|		2026/11	0.30
				16101	CITY COUNCIL 07/14/25	1101700 |540070|		2026/11	1.59
				16101	CITY COUNCIL 07/14/25	1105300 |540070|		2026/11	0.76
				16101	CITY COUNCIL 07/14/25	1106000 |540070|		2026/11	1.33
				16101	CITY COUNCIL 07/14/25	1106002 |540070|		2026/11	1.52
				16101	CITY COUNCIL 07/14/25	1106005 |540070|		2026/11	0.38
				16161	CITY COUNCIL 07/14/25	1101200 |540070|		2026/11	0.30
				16161	CITY COUNCIL 07/14/25	1101700 |540070|		2026/11	1.59
				16161	CITY COUNCIL 07/14/25	1105300 |540070|		2026/11	0.76
				16161	CITY COUNCIL 07/14/25	1106000 |540070|		2026/11	1.34
				16161	CITY COUNCIL 07/14/25	1106002 |540070|		2026/11	1.52
				16161	CITY COUNCIL 07/14/25	1106005 |540070|		2026/11	0.38
						Total For Check #	**338773**		**51.47**
05/07/2026	338775	124	KIMS INTERNATIONAL	0156453-IN	BLANKET PO - MISC. FITTINGS	1105300 |540200|		2026/11	189.13
				0156435-IN	BLANKET PO - MISC. FITTINGS	1105300 |540200|		2026/11	84.88
				0156386-IN	BLANKET PO - MISC. FITTINGS	1105300 |540200|		2026/11	23.22
						Total For Check #	**338775**		**297.23**
05/07/2026	338777	4504	KRISTINA SANDRIDGE	302	302 04/25/2026	1101400 |550280|	2614050	2026/11	500.00
						Total For Check #	**338777**		**500.00**
05/07/2026	338778	5533	KS INDUSTRIAL SOLUTIONS	251444	251444	1106000 |560200|		2026/11	54.38
						Total For Check #	**338778**		**54.38**
05/07/2026	338781	499	LESLIES POOL SUPPLIES INC	00727-02-097530	Blanket PO for Parks	1106002 |560340|		2026/11	174.08

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					Total For Check # 338781			**174.08**
05/07/2026	338784	131 LOCKE SUPPLY COMPANY	58120025-00	BLANKET PO FOR PLUMBING &	1106004 |560180|		2026/11	6.20
			58116794-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/11	709.66
			58151685-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/11	17.02
			58151686-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/11	29.30
			58148951-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/11	44.09
			58158514-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/11	115.78
			58173187-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/11	36.46
			58106935-00	BLANKET PO FOR PLUMBING &	1106004 |560180|		2026/11	214.81
			58111377-00	BLANKET PO FOR PLUMBING &	1106001 |560180|		2026/11	193.16
					Total For Check # 338784			**1,366.48**
05/07/2026	338787	777 MTTA	0000000000087552	FY26 AGREEMENT	1101700 |540280|		2026/11	26,682.26
					Total For Check # 338787			**26,682.26**
05/07/2026	338788	615 MUSCO SPORTS LIGHTING LLC	451998	451998 04/24/2026	1106000 |540550|		2026/11	475.00
					Total For Check # 338788			**475.00**
05/07/2026	338791	25 NAPA AUTO PARTS	025501	525073	1105300 |560200|		2026/11	81.11
			025505	46AWBULK	1106000 |560210|		2026/11	99.20
			025507	6231	1105300 |560210|		2026/11	61.16
			025511	46AWBULK	1106000 |560210|		2026/11	62.00
			025520	0435370001	1105300 |560200|		2026/11	67.77
			025521	2872288	1105300 |560200|		2026/11	129.82
			025523	46AWBULK	1106000 |560210|		2026/11	74.40
			025529	68058519AC	1101415 |560200|		2026/11	105.83
			025532	7D745	1105315 |560200|		2026/11	242.21
			25447	1748XD	1105300 |560200|		2026/11	33.74
			25447	600564	1105300 |560200|		2026/11	33.61
			25447	500925	1105300 |560200|		2026/11	114.31
			25447	9520	1105300 |560200|		2026/11	45.39
			25447	15W40BULK	1105300 |560210|		2026/11	95.00
			25447	2413	1105300 |560230|		2026/11	6.66
			25455	789DEF	1105310 |560210|		2026/11	1,022.12
			25469	4339006	1106000 |560200|		2026/11	290.40
			25469	7151228	1106000 |560230|		2026/11	6.32
			25480	388BDMDUAL	1105300 |560190|		2026/11	561.76

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			25491	FAGYZ32HL	1106000 |560200|		2026/11	212.83
			25697	7669	1105310 |560200|		2026/11	25.89
			25697	4466	1105310 |560200|		2026/11	12.30
			25697	500804	1105310 |560200|		2026/11	106.44
			25697	2602211C1	1105310 |560200|		2026/11	58.39
			25697	15W40BULK	1105310 |560210|		2026/11	105.25
			25700	CSQ1018	1105315 |560200|		2026/11	23.77
			25700	HTSQ22250	1105315 |560200|		2026/11	47.01
			25700	HTSQ25002500238	1105315 |560200|		2026/11	23.63
			25700	HF5001500	1105315 |560200|		2026/11	34.92
			25710	2134812	1106000 |560200|		2026/11	126.83
			25710	2134812	1106000 |560200|		2026/11	25.00
			25710	25060930HD	1106000 |560200|		2026/11	44.32
			25710	38158	1106000 |560200|		2026/11	27.43
			25710	2134812	1106000 |560200|		2026/11	-25.00
			025809	FT8528	1106005 |560200|		2026/11	63.99
			025815	WCCP9	1105315 |560200|		2026/11	374.98
			025815	WEB2FFFF	1105315 |560200|		2026/11	2,198.89
			025815	WDBKT4	1105315 |560200|		2026/11	21.63
			025819	31MHD	1101310 |560200|		2026/11	130.58
			025821	754P06774	1101415 |560200|		2026/11	138.89
					Total For Check #	**338791**		**6,910.78**
05/07/2026	338792		025530	3390	1106000 |560200|		2026/11	6.91
			025530	1258143012	1106000 |560200|		2026/11	15.53
			25448	22475	1105300 |560230|		2026/11	11.52
			25468	3973071	1105300 |560200|		2026/11	27.60
			25475	7045	1106002 |560200|		2026/11	4.25
			25475	115	1106002 |560210|		2026/11	15.50
			25475	5W30BULK	1106002 |560210|		2026/11	22.86
			25477	PKA0F3	1105300 |560230|		2026/11	3.64
			25477	AHDWMPHDC1	1105300 |560230|		2026/11	7.93
			25479	1603384	1106000 |560200|		2026/11	17.32
			25479	1603044	1106000 |560200|		2026/11	18.66
			25485	PKA0F3	1105300 |560210|		2026/11	3.64
			25687	1015595	1105315 |560200|		2026/11	34.92
			25711	MT1116	1106000 |560230|		2026/11	-1.84
			25711	MT1115	1106000 |560230|		2026/11	1.54

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				025832	31510	1105300 |560230|		2026/11	16.32
						Total For Check # 338792			**206.30**
05/07/2026	338797	98	OKLAHOMA NATURAL GAS CO	267746591 04292026	MASTER BILL 4/29/2026 213955901-	1101700 |550240|		2026/11	81.05
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1105300 |550240|		2026/11	74.06
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1106004 |550240|		2026/11	200.82
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1101315 |550240|		2026/11	14.47
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1106004 |550240|		2026/11	239.56
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1106004 |550240|		2026/11	78.53
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1106004 |550240|		2026/11	253.21
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1101200 |550240|		2026/11	191.18
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1106001 |550240|		2026/11	86.23
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1106002 |550240|		2026/11	32.44
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1101700 |550240|		2026/11	207.74
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1101700 |550240|		2026/11	188.77
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1106002 |550240|		2026/11	205.96
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1106000 |550240|		2026/11	83.63
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1105300 |550240|		2026/11	192.78
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1106005 |550240|		2026/11	73.59
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1106002 |550240|		2026/11	50.48
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1106002 |550240|		2026/11	867.02
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	1101700 |550240|		2026/11	31.62
						Total For Check # 338797			**3,153.14**
05/07/2026	338800	4505	ON CALL SERVICES AND	124225	124225 04/26/2026	1101400 |540330|	2614050	2026/11	1,762.00
						Total For Check # 338800			**1,762.00**
05/07/2026	338804	5711	MYSTERI TULLIS DAVID	304	INV#304 04/25/2026	1101400 |550280|	2614050	2026/11	500.00
						Total For Check # 338804			**500.00**
05/07/2026	338812	4982	ROSEMARY C. DAUGHERTY	305	305 4-25-2026	1101400 |550280|		2026/11	500.00
						Total For Check # 338812			**500.00**
05/07/2026	338819	5048	SHAMROCK TIRE & AUTO	799620	BLANKET PO FOR ALIGNMENTS	1106000 |560190|		2026/11	20.00
						Total For Check # 338819			**20.00**
05/07/2026	338820	969	SHERWOOD CONSTRUCTION	302281	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/11	750.39
						Total For Check # 338820			**750.39**

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05/07/2026	338821	2144	SITE ONE LANDSCAPE SUPPLY	164793583-001	BLANKET PO FOR IRRIGATION	1106000 |560230|		2026/11	60.01
				164910629-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/11	101.44
				165211345-001	BLANKET PO FOR IRRIGATION	1106003 |560340|		2026/11	112.72
				165045437-001	BLANKET PO FOR IRRIGATION	1106003 |560700|		2026/11	600.61
				165503136-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/11	66.58
						Total For Check # 338821			**941.36**
05/07/2026	338823	303	SMITH FARM & GARDEN CO	121412	BLANKET PO FOR MISC. PARTS	1106000 |560310|		2026/11	82.50
				122247	BLANKET PO FOR MISC. PARTS	1106000 |560200|		2026/11	139.75
						Total For Check # 338823			**222.25**
05/07/2026	338824	1131	SPRING CREEK NURSERY	228825	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/11	270.00
				228778	BLANKET PO FOR NURSERY STOCK	1106005 |560230|		2026/11	570.00
						Total For Check # 338824			**840.00**
05/07/2026	338827	308	SUNGLOW INCORPORATED	SU26139	SU26139 04/30/2026	1101700 |540070|		2026/11	200.00
						Total For Check # 338827			**200.00**
05/07/2026	338835	3614	CARMAN ROBISON	20260404	20260404 04/04/2026	1101400 |540280|		2026/11	175.00
						Total For Check # 338835			**175.00**
05/07/2026	338840	949	TULSA WINNELSON COMPANY	004961 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/11	681.68
				003990 01	BLANKET PO MISC. PLUMBING	1101700 |560180|		2026/11	45.84
				002706 01	BLANKET PO MISC. PLUMBING	1106002 |560180|		2026/11	61.70
				000774 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/11	216.41
						Total For Check # 338840			**1,005.63**
05/07/2026	338850	819	VANCE BROTHERS LLC	1459	BLANKET PO FOR ROAD OIL SSI	1105300 |560800|		2026/11	177.50
						Total For Check # 338850			**177.50**
05/07/2026	338851	3508	VEGA AND TREVINO LLC	1751	1751 04/06/2026	1101315 |530870|		2026/11	3,750.00
						Total For Check # 338851			**3,750.00**
05/07/2026	338852	1169	VERIZON	6141653208	6141653208 MARCH 22-APRIL21, 2026	1101200 |550540|		2026/11	40.01
						Total For Check # 338852			**40.01**
05/07/2026	338854	3950	ES OPCO USA LLC	CINV105559463	DREXEL MALATHION Mosquito Spray -	1105315 |560230|		2026/11	2,206.68

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						Total For Check # 338854			**2,206.68**
05/07/2026	338857	405	WHELEN ENGINEERING CO INC	R64905	Repair of Sirens-For: Gary Harris	1105310 |540280|		2026/11	271.06
				C30397	Repair of Sirens-For: Gary Harris REF INV	1105310 |540280|		2026/11	-21.06
						Total For Check # 338857			**250.00**
05/07/2026	338860	1095	WINDSTREAM HOLDINGS II LLC	100738909 05052026	FY26 ANNUAL AGREEMENT	1106002 |550220|		2026/11	503.19
				100642705 04282026	FY26 ANNUAL 100642705 APRIL 28, 2026	1101700 |550220|		2026/11	304.77
						Total For Check # 338860			**807.96**
05/08/2026	338862	5718	MARCIA FRANCE KEETH	RDFM 2026-1	RDFM ENTERTAINMENT 04/25/2026	1101400 |540280|		2026/11	200.00
						Total For Check # 338862			**200.00**
						Total For Fund 110			**307,537.06**
						Number of Invoices For Fund 110			**609**

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05/07/2026	338754	5010	GOBER CONSTRUCTION LLC	PA 2 SW26010	Old Town Houston SW Improvements	2265305 |570150|	SW26010	2026/11	39,678.96
						Total For Check # 338754			**39,678.96**
						Total For Fund 226			**39,678.96**
						Number of Invoices For Fund 226			**1**

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04/30/2026	338516	4935	AMAZON.COM SALES INC	1PH6-6C4M-MKGP	Office supplies - Lisa	2271700 |560230|		2026/10	29.55
						Total For Check # 338516			**29.55**
04/30/2026	338527	2910	BROKEN ARROW AREA	80406	80406 DEC 19, 2025	2271700 |530110|		2026/7	80.00
				80845	80845	2271700 |530110|		2026/9	200.00
						Total For Check # 338527			**280.00**
04/30/2026	338587	5131	KEVIN BEHE	16107	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.43
						Total For Check # 338587			**1.43**
04/30/2026	338604	468	OKLAHOMA TOURISM &	87-19654	BROCHURE FULFILLMENT FOR MARCH	2271700 |530870|		2026/10	149.86
						Total For Check # 338604			**149.86**
05/07/2026	338678	1133	OKLAHOMA SOCIETY OF	2026 MEMBER	TOTEBAG SPONSORSHIP 2026 ANNUAL	2271700 |530870|		2026/11	1,550.00
						Total For Check # 338678			**1,550.00**
05/07/2026	338700	149	AMERICAN ELECTRIC	393-103-0-6 04222026	FY26 ANNUAL AGREEMENT 959-393-103-	2271700 |550250|		2026/11	71.29
						Total For Check # 338700			**71.29**
05/07/2026	338702	5668	ALISHA NICOLE FRYE	042226	042226 04/22/2026	2271700 |550280|		2026/11	285.00
						Total For Check # 338702			**285.00**
05/07/2026	338707	1007	AMERICAN SERVICES INC.	4884	4884 04/30/2026 APRIL MOWING	2271700 |540280|		2026/11	45.00
						Total For Check # 338707			**45.00**
05/07/2026	338735	882	COX COMMUNICATIONS	076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	2271700 |550540|		2026/11	52.40
						Total For Check # 338735			**52.40**
05/07/2026	338773	5131	KEVIN BEHE	16112	CITY COUNCIL 07/14/25	2271700 |540070|		2026/11	1.43
				16113	CITY COUNCIL 07/14/25	2271700 |540070|		2026/11	1.15
				16111	CITY COUNCIL 07/14/25	2271700 |540070|		2026/11	1.14
				16077	CITY COUNCIL 07/14/25	2271700 |540070|		2026/11	1.43
				16078	CITY COUNCIL 07/14/25	2271700 |540070|		2026/11	1.15
				16102	CITY COUNCIL 07/14/25	2271700 |540070|		2026/11	1.43
				16101	CITY COUNCIL 07/14/25	2271700 |540070|		2026/11	1.15
				16161	CITY COUNCIL 07/14/25	2271700 |540070|		2026/11	1.14
						Total For Check # 338773			**10.02**

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05/07/2026	338797	98	OKLAHOMA NATURAL GAS CO	267746591 04292026	MASTER BILL 4/29/2026 213955901-	2271700 |550240|		2026/11	14.47
						Total For Check # 338797			**14.47**
						Total For Fund 227			**2,489.02**
						Number of Invoices For Fund 227			**19**

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04/30/2026	338509	1335	911 CUSTOM	62660A	emergency vehicle equipment Captain	3293001 |570020|	2630020	2026/10	767.71
						Total For Check # 338509			**767.71**
04/30/2026	338614	5439	RIGID EMERGENCY VEHICLES	911-118/A62589	UPFIT PATROL VEHICLES - CITY	3293001 |570020|	2630010	2026/10	4,011.55
				911-118/A62490	UPFIT PATROL VEHICLES - CITY	3293001 |570020|	2630010	2026/10	4,011.55
				911-118/A62202	UPFIT PATROL VEHICLES - CITY	3293001 |570020|	2630010	2026/10	4,011.55
						Total For Check # 338614			**12,034.65**
04/30/2026	338657	868	COUNTRY FORD-MERCURY INC	95631	CITY COUNCIL APPROVED 10/21/2025	3295205 |570020|	2652030	2026/10	60,955.00
						Total For Check # 338657			**60,955.00**
05/07/2026	338696	1335	911 CUSTOM	62660B	emergency vehicle equipment Captain	3293001 |570020|	2630020	2026/11	1,599.00
				62660 C	emergency vehicle equipment Captain	3293001 |570020|	2630020	2026/11	2,758.62
				62660 D	emergency vehicle equipment Captain	3293001 |570020|	2630020	2026/11	6,446.80
						Total For Check # 338696			**10,804.42**
05/07/2026	338779	4452	L3HARRIS TECHNOLOGIES INC	93471977	New F-250 Radio - Manager	3295010 |570020|	2650010	2026/11	3,952.22
						Total For Check # 338779			**3,952.22**
05/07/2026	338810	5439	RIGID EMERGENCY VEHICLES	911-119/F60785	UPFIT PATROL VEHICLES - CITY	3293001 |570020|	2630030	2026/11	4,025.00
						Total For Check # 338810			**4,025.00**
						Total For Fund 329			**92,539.00**
						Number of Invoices For Fund 329			**10**

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04/30/2026	338516	4935	AMAZON.COM SALES INC	1DLR-9PHT-QWV4	Training Supplies and EMS Logistics FFE	3303501 |570190|	2635160	2026/10	139.99
						Total For Check # 338516			**139.99**
04/30/2026	338532	1253	CEC CORPORATION	202604222	Tiger Hill Retaining Wall, SW26060	3301700 |570160|	SW26060	2026/10	11,100.00
				202604088	Garden At Central Park	3306000 |570150|	2360450	2026/10	840.00
						Total For Check # 338532			**11,940.00**
04/30/2026	338546	634	DELL MARKETING L.P.	10828143395	Ordering 5 Dell WD19 docks	3301200 |570170|	2612030	2026/10	993.70
				10871649369	New Laptop for Tom Cook	3301200 |570170|	2612030	2026/10	3,678.64
						Total For Check # 338546			**4,672.34**
04/30/2026	338549	5686	DESIGN WORKSHOP INC	0084724	CITY COUNCIL APPROVED 02/17/2026	3301410 |570170|	2614010	2026/10	14,206.00
						Total For Check # 338549			**14,206.00**
04/30/2026	338586	5605	KAY PARK RECREATION	207301	DLMP3255BK DT4455 24"ID Plastic	3306000 |570040|	2660120	2026/10	8,208.00
						Total For Check # 338586			**8,208.00**
04/30/2026	338596	3669	MYERS-CHERRY	PA 5 2317210	Operations Ctr Admin Building	3301700 |570150|	2317210	2026/10	157,564.83
						Total For Check # 338596			**157,564.83**
04/30/2026	338612	5651	REISS PAINNTING CO. OF	3785	PAINT & REPAIR AT BATTLE CREEK	3306102 |570150|	BC61050	2026/10	4,500.00
						Total For Check # 338612			**4,500.00**
04/30/2026	338626	5078	SJC COMMUNICATIONS, LLC	3204	Indian Springs Wall Mount Monitor	3306000 |570150|	2560190	2026/10	382.98
						Total For Check # 338626			**382.98**
04/30/2026	338633	1893	NEWTON EQUIPMENT LLC	8577T	COUNCIL APPROVED - BC61020 /	3306102 |570030|	BC61020	2026/10	18,484.72
						Total For Check # 338633			**18,484.72**
04/30/2026	338651	2487	TYLER TECHNOLOGIES INC	045-560154	EXECUTIME ADVANCE SCHEDULING	3301102 |570170|	2611010	2026/10	900.00
						Total For Check # 338651			**900.00**
05/07/2026	338699	4919	ADEMCO INC.	303262691	303262691 04/29/2026	3306000 |570150|	2560140	2026/11	194.62
						Total For Check # 338699			**194.62**
05/07/2026	338720	19	BROKEN ARROW ELECTRIC	S3457668.001	BLANKET PO FOR MISC ELECTRICAL	3306000 |570150|	2560140	2026/11	794.75
				S3462898.001	BLANKET PO FOR MISC ELECTRICAL	3301200 |570170|	2512090	2026/11	382.52
						Total For Check # 338720			**1,177.27**

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05/07/2026	338721	594	BUILDERS SUPPLY, INC.	793442	BATHROOM PARTITIONS AT CPCC GYM	3306002 |570150|	2660230	2026/11	10,000.00
						Total For Check # 338721			**10,000.00**
05/07/2026	338722	808	BUILDERS UNLIMITED, INC.	PA 3 2560140	Parks Maintenance Bldg Events Park	3306000 |570150|	2560140	2026/11	21,699.33
						Total For Check # 338722			**21,699.33**
05/07/2026	338739	634	DELL MARKETING L.P.	10864092847	9 new PC for the IT Training Room	3301200 |570170|	2612030	2026/11	10,469.62
						Total For Check # 338739			**10,469.62**
05/07/2026	338790	3669	MYERS-CHERRY	PA 4 203019	Jail Expansion Contract	3303008 |570150|	203019	2026/11	257,767.15
						Total For Check # 338790			**257,767.15**
05/07/2026	338817	3216	SCISSOR TAIL CONSTRUCTION,	PA 9-FINAL 191711	Prj 191711-Renovation of EMS Bldg	3301700 |570150|	191711	2026/11	855.03
						Total For Check # 338817			**855.03**
05/07/2026	338818	1263	SELSER SCHAEFER	2603187	City Hall 2417170	3301700 |570160|	2417170	2026/11	63,712.90
						Total For Check # 338818			**63,712.90**
05/07/2026	338844	2487	TYLER TECHNOLOGIES INC	045-560627	045-560627 04/22/2026	3301102 |570170|	2611010	2026/11	900.00
						Total For Check # 338844			**900.00**
						Total For Fund 330			**587,774.78**
						Number of Invoices For Fund 330			**22**

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04/30/2026	338514	149 AMERICAN ELECTRIC	343-742-0-7 04202026	FY26 ANNUAL AGREEMENT - SINGLES	3425300 |550250|		2026/10	62.70
					Total For Check # 338514			**62.70**
04/30/2026	338591	131 LOCKE SUPPLY COMPANY	57985007-00	BLANKET PO FOR PLUMBING &	3425300 |560230|		2026/10	35.14
			57990332-00	BLANKET PO FOR PLUMBING &	3425300 |560230|		2026/10	64.26
			58045738-00	BLANKET PO FOR PLUMBING &	3425300 |560230|		2026/10	96.39
					Total For Check # 338591			**195.79**
04/30/2026	338597	25 NAPA AUTO PARTS	25270	DCM0100	3425300 |560350|		2026/10	1,040.00
			25417	DCM0100	3425300 |560350|		2026/10	1,040.00
					Total For Check # 338597			**2,080.00**
05/07/2026	338700	149 AMERICAN ELECTRIC	502-247-0-5 04222026	FY26 ANNUAL AGREEMENT - SINGLES	3425300 |550250|		2026/11	56.19
			670-278-0-6 04222026	FY26 ANNUAL AGREEMENT - 959-670-	3425300 |550260|		2026/11	40.79
			662-793-0-3 04212026	FY26 ANNUAL AGREEMENT 955-662-793-	3425300 |550250|		2026/11	157.43
			789-381-1-9 04292026	FY26 ANNUAL AGREEMENT SIGNALS	3425300 |550250|		2026/11	2,999.86
					Total For Check # 338700			**3,254.27**
					Total For Fund 342			**5,592.76**
					Number of Invoices For Fund 342			**10**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/30/2026	338511	1360	A & A ASPHALT INC.	4800	COLD MILLING PAVEMENT	3435300 |570150|	ST26090	2026/10	15,593.40
						Total For Check # 338511			**15,593.40**
04/30/2026	338519	4846	APAC-CENTRAL, INC.	7002428017	BLANKET PO FOR AGGREGATE	3435300 |570150|	ST24270	2026/10	3,093.42
				7002433482	BLANKET PO FOR AGGREGATE	3435300 |570150|	ST24270	2026/10	366.80
						Total For Check # 338519			**3,460.22**
04/30/2026	338520	885	ATWOOD DISTRIBUTING LP	3829	BLANKET PO SAFETY SHOES & MISC	3435300 |570150|	ST24270	2026/10	67.92
						Total For Check # 338520			**67.92**
04/30/2026	338555	2148	ELLSWORTH CONSTRUCTION	1024	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST24270	2026/10	3,520.98
				1020	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST24270	2026/10	868.56
				1020	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26050	2026/10	21,768.12
				1022	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST24270	2026/10	74,106.12
						Total For Check # 338555			**100,263.78**
04/30/2026	338557	1275	ERGON ASPHALT &	9403695353	BLANKET PO - OIL (CRS2)	3435300 |570150|	ST26090	2026/10	1,648.97
				9403675310	BLANKET PO - OIL (CRS2)	3435300 |570150|	ST26050	2026/10	3,410.00
						Total For Check # 338557			**5,058.97**
04/30/2026	338622	969	SHERWOOD CONSTRUCTION	300730	BLANKET PO (BACKUP BIDDER FOR	3435300 |570150|	ST24270	2026/10	2,682.05
						Total For Check # 338622			**2,682.05**
05/07/2026	338709	4846	APAC-CENTRAL, INC.	7002428054	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26050	2026/11	7,063.53
				7002424817	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26050	2026/11	8,396.12
						Total For Check # 338709			**15,459.65**
05/07/2026	338742	2148	ELLSWORTH CONSTRUCTION	1021	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST24270	2026/11	134,399.34
						Total For Check # 338742			**134,399.34**
05/07/2026	338746	1275	ERGON ASPHALT &	9403699843	BLANKET PO - OIL (CRS2)	3435300 |570150|	ST26090	2026/11	1,897.13
						Total For Check # 338746			**1,897.13**
05/07/2026	338758	79	GREEN ACRE SOD FARMS	15467	BL;ANKET PO FOR BERMUDA SOD	3435300 |570150|	ST24270	2026/11	190.00
				15441	BL;ANKET PO FOR BERMUDA SOD	3435300 |570150|	ST24270	2026/11	95.00
						Total For Check # 338758			**285.00**
05/07/2026	338767	5051	HUDSON PRINCE	249-5	Professional Consultant Services Agreement	3435300 |570160|	ST24070	2026/11	2,500.00

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						Total For Check # 338767			**2,500.00**
05/07/2026	338843	1496	TWIN CITIES READY MIX INC	321093	BLANKET PO FOR MISC	3435300 |570150|	ST24050	2026/11	164.80
						Total For Check # 338843			**164.80**
05/07/2026	338845	744	UNITED RENTALS, INC	260935426-001	BLANKET PO FOR MISC RENTALS	3435300 |570150|	ST26090	2026/11	776.00
						Total For Check # 338845			**776.00**
						Total For Fund 343			**282,608.26**
						Number of Invoices For Fund 343			**20**

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04/30/2026	338423	856	AMERICAN FIDELITY	198325	Payroll Run 1 - Warrant 260424	344 |218420|		2026/10	200.28
				198325	Payroll Run 1 - Warrant 260424	344 |218430|		2026/10	180.50
						Total For Check # 338423			**380.78**
04/30/2026	338425	4633	COLONIAL LIFE & ACCIDENT	198330	Payroll Run 1 - Warrant 260424	344 |218590|		2026/10	2,759.84
						Total For Check # 338425			**2,759.84**
04/30/2026	338426	1319	COMMUNITY CARE EAP	198327	Payroll Run 1 - Warrant 260424	344 |218560|		2026/10	254.66
						Total For Check # 338426			**254.66**
04/30/2026	338429	1550	GENESIS HEALTH CLUBS	198328	Payroll Run 1 - Warrant 260424	344 |218150|		2026/10	693.38
						Total For Check # 338429			**693.38**
04/30/2026	338431	5560	HANNAH PERRY	PDR 05042026	PER DIEM GSM CONF	3443001 |550030|		2026/10	312.00
						Total For Check # 338431			**312.00**
04/30/2026	338432	2289	JORDAN SAWYER	PDR 05042026	PER DIEM GSM CONF	3443001 |550030|		2026/10	312.00
						Total For Check # 338432			**312.00**
04/30/2026	338434	159	PRE-PAID LEGAL SERVICES,	198324	Payroll Run 1 - Warrant 260424	344 |218100|		2026/10	1,004.78
						Total For Check # 338434			**1,004.78**
04/30/2026	338502	211	SECRETARY OF STATE	3499235	3499235 NOTARY FOR HAILEY	3443006 |530110|		2026/10	25.00
						Total For Check # 338502			**25.00**
04/30/2026	338503			3499242	3499242 CHY YARBROUGH NOTARY FEE	3443006 |530110|		2026/10	25.00
						Total For Check # 338503			**25.00**
04/30/2026	338504	832	STEVEN SMITH	EMP 03272026	EMPLOYE REIMBURSEMENT ACADEMY	3443001 |550890|		2026/10	591.30
						Total For Check # 338504			**591.30**
04/30/2026	338505	1987	SURENCY LIFE & HEALTH INS.	198329	Payroll Run 1 - Warrant 260424	344 |218460|		2026/10	295.75
						Total For Check # 338505			**295.75**
04/30/2026	338508	5635	VISION SERVICE PLAN	198332	Payroll Run 1 - Warrant 260424	344 |218240|		2026/10	4,062.08
						Total For Check # 338508			**4,062.08**
04/30/2026	338513	4919	ADEMCO INC.	303192678	303192678	3443001 |540070|		2026/10	60.56

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						Total For Check # 338513			**60.56**
04/30/2026	338514	149	AMERICAN ELECTRIC	086-363-1-7 04162026	FY26 ANNUAL AGREEMENT - SINGLES	3443001 |550250|		2026/10	29.16
						Total For Check # 338514			**29.16**
04/30/2026	338516	4935	AMAZON.COM SALES INC	1CPT-1YC4-JHYR	ITEM: Games Criminals Play: How You Can	3443008 |560230|		2026/10	63.04
				1RWC-F437-RD3D	Restock of PD Fire Extinguishers	3443001 |560200|		2026/10	648.00
				1LJG-YGX6-KVW7	Additional Items for LPR Program	3443001 |570170|	2530070	2026/10	2,043.46
				1JY1-MWJ3-HD4C	Additional CPR Item for Captain Nester	3443001 |560230|		2026/10	132.95
				1F64-PLJF-L4J3	Amazon Items for Capt. Tener	3443001 |560230|		2026/10	46.49
				1F64-PLJF-L4J3	Amazon Items for Capt. Tener	3443001 |560240|		2026/10	279.79
				1F64-PLJF-L4J3	Amazon Items for Capt. Tener	3443001 |570170|	2530070	2026/10	853.29
				1GFV-7WNK-17W7	New Printer for Traffic Unit	3443001 |560240|		2026/10	600.07
						Total For Check # 338516			**4,667.09**
04/30/2026	338527	2910	BROKEN ARROW AREA	80406	80406 DEC 19, 2025	3443001 |530110|		2026/7	320.00
				80845	80845	3443001 |530110|		2026/9	200.00
						Total For Check # 338527			**520.00**
04/30/2026	338533	1047	CHARM-TEX	0441608-IN	inmate clothes, mattresses, etc	3443008 |560230|		2026/10	477.20
						Total For Check # 338533			**477.20**
04/30/2026	338536	37	CINTAS CORPORATION	5330627402	BLANKET PO FOR ALL DEPARTMENT	3443009 |560230|		2026/10	32.32
						Total For Check # 338536			**32.32**
04/30/2026	338537	996	CITY OF BROKEN ARROW	198326	Payroll Run 1 - Warrant 260424	344 |218180|		2026/10	1,525.02
				198326	Payroll Run 1 - Warrant 260424	344 |218360|		2026/10	12,437.42
						Total For Check # 338537			**13,962.44**
04/30/2026	338569	5026	DALE GRAHAM	321	321	3443001 |540070|		2026/10	200.00
						Total For Check # 338569			**200.00**
04/30/2026	338583	5363	INNOCORP LTD	51686	Accessories for Fatal Vision Alcohol Kit	3443001 |560240|		2026/10	2,675.00
						Total For Check # 338583			**2,675.00**
04/30/2026	338585	2133	JIM NORTON CHEVROLET	386574	UNIT # 2011 - JEFF BOHNER	3443001 |540200|		2026/10	210.00
						Total For Check # 338585			**210.00**

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04/30/2026	338587	5131 KEVIN BEHE	16107	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	3.69
			16107	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.24
					Total For Check # 338587			**3.93**
04/30/2026	338590	930 LEXISNEXIS RISK SOLUTIONS	6967953-20260630P	SUB FEE 2/1/26-6/30/26	3443001 |540550|		2026/10	4,608.80
					Total For Check # 338590			**4,608.80**
04/30/2026	338597	25 NAPA AUTO PARTS	25243	F2GZ1A189A	3443001 |560190|		2026/10	74.33
			25247	7502	3443001 |560200|		2026/10	4.25
			25247	4068	3443001 |560200|		2026/10	5.32
			25247	6935	3443001 |560200|		2026/10	9.55
			25247	5W20BULK	3443001 |560210|		2026/10	20.28
			25247	20811	3443001 |560210|		2026/10	24.39
			25247	115	3443001 |560210|		2026/10	15.50
			25249	4211	3443001 |560200|		2026/10	14.22
			25249	200942	3443001 |560200|		2026/10	15.75
			25249	100255	3443001 |560200|		2026/10	4.25
			25249	20811	3443001 |560210|		2026/10	24.39
			25249	115	3443001 |560210|		2026/10	15.50
			25249	0W20BULK	3443001 |560210|		2026/10	28.64
			25254	F2GZ1A189A	3443001 |560200|		2026/10	74.33
			25255	BB5Z7803144AA	3443001 |560200|		2026/10	91.18
			25260	39002198	3443001 |560200|		2026/10	14.12
			25260	19541047	3443001 |560200|		2026/10	242.84
			25263	F2GZ1A189A	3443001 |560200|		2026/10	74.33
			25274	BB5Z7827936A	3443001 |560200|		2026/10	69.24
			25274	GB5Z13K359AA	3443001 |560200|		2026/10	113.46
			25281	68232606AB	3443001 |560200|		2026/10	380.56
			025292	7060	3443001 |560200|		2026/10	4.25
			025292	20811	3443001 |560210|		2026/10	24.39
			025292	115	3443001 |560210|		2026/10	15.50
			025292	5W20BULK	3443001 |560210|		2026/10	23.66
			025294	PF66	3443001 |560200|		2026/10	7.36
			025294	20811	3443001 |560210|		2026/10	24.39
			025294	115	3443001 |560210|		2026/10	15.50
			025294	0W20BULK	3443001 |560210|		2026/10	21.48
			025297	4211	3443001 |560200|		2026/10	14.22
			025297	100255	3443001 |560200|		2026/10	4.25

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			025297	200942	3443001 |560200|		2026/10	15.75
			025297	20811	3443001 |560210|		2026/10	24.39
			025297	115	3443001 |560210|		2026/10	15.50
			025297	0W20BULK	3443001 |560210|		2026/10	28.64
			025302	6022864	3443001 |560200|		2026/10	76.43
			025305	200910	3443001 |560200|		2026/10	7.42
			025305	7502	3443001 |560200|		2026/10	4.25
			025305	230019	3443001 |560200|		2026/10	8.60
			025305	20811	3443001 |560210|		2026/10	24.39
			025305	115	3443001 |560210|		2026/10	15.50
			025305	5W20BULK	3443001 |560210|		2026/10	20.28
			025314	MTP65HD	3443009 |560200|		2026/10	115.79
			025319	7060	3443001 |560200|		2026/10	4.25
			025319	5W30BULK	3443001 |560210|		2026/10	26.67
			025319	20811	3443001 |560210|		2026/10	24.39
			025319	115	3443001 |560210|		2026/10	15.50
			025323	1557787	3443001 |560190|		2026/10	367.67
			25410	4048	3443001 |560200|		2026/10	8.88
			25410	7060	3443001 |560200|		2026/10	4.25
			25410	20811	3443001 |560210|		2026/10	24.39
			25410	115	3443001 |560210|		2026/10	15.50
			25410	5W20BULK	3443001 |560210|		2026/10	23.66
			25413	F000702	3443001 |560190|		2026/10	297.20
			25414	F000702	3443001 |560190|		2026/10	297.20
			25416	7060	3443001 |560200|		2026/10	4.25
			25416	4048	3443001 |560200|		2026/10	8.88
			25416	9746	3443001 |560200|		2026/10	19.29
			25416	5W20BULK	3443001 |560210|		2026/10	23.66
			25416	20811	3443001 |560210|		2026/10	24.39
			25416	115	3443001 |560210|		2026/10	15.50
			25421	F011688	3443001 |560190|		2026/10	568.52
			25437	AG1Z9D653D	3443001 |560200|		2026/10	223.03
			25437	HU5Z9F945A	3443001 |560200|		2026/10	95.36
			25446	MTP48H6	3443001 |560200|		2026/10	153.36
			025619	F014937	3443001 |560190|		2026/10	327.32
					Total For Check # 338597			**4,401.49**
04/30/2026	338598		25248	7502	3443001 |560200|		2026/10	4.25

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				25248	115	3443001 |560210|		2026/10	15.50
				25248	20811	3443001 |560210|		2026/10	24.39
				25248	5W20BULK	3443001 |560210|		2026/10	20.28
				25265	7502	3443009 |560200|		2026/10	4.25
				25265	115	3443009 |560210|		2026/10	15.50
				25265	5W30BULK	3443009 |560210|		2026/10	22.86
				25271	7502	3443001 |560200|		2026/10	4.25
				25271	20811	3443001 |560210|		2026/10	24.39
				25271	115	3443001 |560210|		2026/10	15.50
				25271	5W30BULK	3443001 |560210|		2026/10	22.86
				025293	7502	3443001 |560200|		2026/10	4.25
				025293	20811	3443001 |560210|		2026/10	24.39
				025293	115	3443001 |560210|		2026/10	15.50
				025293	5W20BULK	3443001 |560210|		2026/10	20.28
				025295	100010	3443001 |560200|		2026/10	4.55
				025295	20811	3443001 |560210|		2026/10	24.39
				025295	115	3443001 |560210|		2026/10	15.50
				025295	0W20BULK	3443001 |560210|		2026/10	21.48
				025601	911222	3443001 |560200|		2026/10	36.53
						Total For Check #	**338598**		**340.90**
04/30/2026	338603	5422	OKLAHOMA PROMO LLC	200472	Swag Items for PRU	3443001 |550280|		2026/10	695.00
				500512	Swag Items for PRU	3443001 |550280|		2026/10	570.00
						Total For Check #	**338603**		**1,265.00**
04/30/2026	338619	335	SERVICE OKLAHOMA	L1473429048	L1473429048 TAG&TITLE SERVICES FOR	3443001 |560230|		2026/10	459.00
						Total For Check #	**338619**		**459.00**
04/30/2026	338620	5048	SHAMROCK TIRE & AUTO	107-800530	BLANKET PO FOR ALIGNMENTS	3443001 |540280|		2026/10	99.95
						Total For Check #	**338620**		**99.95**
04/30/2026	338632	4045	STEPHANIE BRADLEY	279	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/10	630.00
						Total For Check #	**338632**		**630.00**
04/30/2026	338639	533	BROKEN ARROW INSURANCE	3499235	NOTARY BOND FOR HAILEY FILLMORE	3443006 |530110|		2026/10	30.00
						Total For Check #	**338639**		**30.00**
04/30/2026	338640			3499242	3499242	3443006 |530110|		2026/10	30.00

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						Total For Check # 338640			**30.00**
04/30/2026	338645	3877	OLEN MASINGALE	INV 2026-0119	Contract Lawn Services, PSC, Training,	3443001 |540070|		2026/10	5,500.00
						Total For Check # 338645			**5,500.00**
05/07/2026	338665	5648	AMANDA LONG	T&A 03142026	REIMB-UBER X4-CS ENGAGE-NATIONAL	3443010 |550030|		2026/11	54.18
						Total For Check # 338665			**54.18**
05/07/2026	338667	2284	CASSANDRA BUHLER	T&A 04062026	REIMB-UBER/PARKING-EVAWI2026-APR	3443001 |550030|		2026/11	129.53
						Total For Check # 338667			**129.53**
05/07/2026	338671	741	JAMIE DUFRIEND	PDR 05152026	PER DIEM-AJA CONF-MAY15-20, 2026	3443008 |550030|		2026/11	352.00
						Total For Check # 338671			**352.00**
05/07/2026	338672	2232	JOSE GONZALES	PDR 05152026	PER DIEM-AJA CONF-MAY15-20,2026	3443008 |550030|		2026/11	352.00
						Total For Check # 338672			**352.00**
05/07/2026	338673	1454	JOSHUA S RUSSELL	PDR 05182026	PER DIEM- OACP CONF- MAY 18-22,	3443001 |550030|		2026/11	183.60
						Total For Check # 338673			**183.60**
05/07/2026	338674	5168	LANCE C. ARNOLD	PDR 05182026	PER DIEM- OACP CONF- MAY 18-22,	3443001 |550030|		2026/11	183.60
				T&A 04192026	REIMB-RIDESHARE-BENCHMARK CITIES	3443001 |550030|		2026/11	100.00
						Total For Check # 338674			**283.60**
05/07/2026	338676	4905	METROPOLITAN LIFE	198331	Payroll Run 1 - Warrant 260424	344 |218480|		2026/10	3,889.02
				198331	Payroll Run 1 - Warrant 260424	344 |218590|		2026/10	594.70
				198331	Payroll Run 1 - Warrant 260424	344 |218340|		2026/10	1,163.40
						Total For Check # 338676			**5,647.12**
05/07/2026	338677	828	MICHAEL JORDAN	PDR 05182026	PER DIEM- OACP CONF- MAY 18-22,	3443001 |550030|		2026/11	183.60
						Total For Check # 338677			**183.60**
05/07/2026	338685	2776	PAUL GERNER	PDR 05152026	PER DIEM- AJA CONF- MAY 15-20, 2026	3443008 |550030|		2026/11	352.00
						Total For Check # 338685			**352.00**
05/07/2026	338686	5714	PETER ROBINSON	PDR 05152026	PER DIEM-AJA CONF-MAY 15-20, 2026	3443008 |550030|		2026/11	352.00
						Total For Check # 338686			**352.00**

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05/07/2026	338687	3469	ROBERT MOAK	PDR 05152026	PER DIEM-AJA CONF-MAY15-20,2026	3443008 |550030|		2026/11	352.00
						Total For Check # 338687			**352.00**
05/07/2026	338689	211	SECRETARY OF STATE	APRIL 9, 2026	NOTARY FILLING FEE FOR JAMES	3443008 |530110|		2026/11	25.00
						Total For Check # 338689			**25.00**
05/07/2026	338690	1380	STEPHEN GARRETT	PDR 05182026	PER DIEM- OACP CONF- MAY 18-22,	3443001 |550030|		2026/11	183.60
				T&A 04192026	REIMB-BAG FEE/UBER-X/PARKING	3443001 |550030|		2026/11	135.42
						Total For Check # 338690			**319.02**
05/07/2026	338691	5664	SUZANNA HOLT	T&A 04062026	REIMB-BAGGAGE-AXON WEEK-APR6-	3443010 |550030|		2026/11	35.00
						Total For Check # 338691			**35.00**
05/07/2026	338692	4627	THOMAS COOPER	T&A 04192026	REIMB-UBER/BAGGAGE FEES-APR 19-	3443001 |550030|		2026/11	160.63
						Total For Check # 338692			**160.63**
05/07/2026	338696	1335	911 CUSTOM	64786	64786 04/27/2026	3443001 |560200|		2026/11	164.96
						Total For Check # 338696			**164.96**
05/07/2026	338700	149	AMERICAN ELECTRIC	757-559-0-9 04212026	FY26 ANNUAL AGREEMENT 951-757-559-	3443001 |550250|		2026/11	191.99
						Total For Check # 338700			**191.99**
05/07/2026	338704	4935	AMAZON.COM SALES INC	1GHD-1YH1-DXVK	Additional Choking Vest Trainers for Capt.	3443001 |560240|		2026/11	398.85
				1N3K-GFF4-FQ7C	Misc Shelter Supplies	3443009 |560230|		2026/11	97.33
						Total For Check # 338704			**496.18**
05/07/2026	338711	5710	ALLAN L. DUPUIS	6437	6437 01/05/2026 FITNESS FOR DUTY	3443001 |530870|		2026/11	600.00
						Total For Check # 338711			**600.00**
05/07/2026	338720	19	BROKEN ARROW ELECTRIC	S3465917.001	BLANKET PO FOR MISC ELECTRICAL	3443009 |540070|		2026/11	454.80
						Total For Check # 338720			**454.80**
05/07/2026	338723	5454	CARDS NEO, LLC	358988	Trash/Recycling Service for PSC FY26	3443001 |540070|		2026/11	302.50
						Total For Check # 338723			**302.50**
05/07/2026	338726	1047	CHARM-TEX	0443070-IN	Inmate Items	3443008 |560230|		2026/11	439.70
				0443524-IN	inmate clothes, mattresses, etc	3443008 |560240|		2026/11	1,106.10
						Total For Check # 338726			**1,545.80**

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05/07/2026	338735	882 COX COMMUNICATIONS	076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	3443001 |550540|		2026/11	464.82
			076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	3443009 |550540|		2026/11	5.27
					Total For Check # 338735			**470.09**
05/07/2026	338763	5440 HHM FACILITY MANAGEMENT,	169783	CUSTODIAL BID# 25.161	3443001 |540070|		2026/11	593.39
			169783	CUSTODIAL BID# 25.161	3443008 |540070|		2026/11	143.85
			169783	CUSTODIAL BID# 25.161	3443009 |540070|		2026/11	89.91
			169782	CUSTODIAL BID# 25.161	3443001 |540070|		2026/11	69.23
			169782	CUSTODIAL BID# 25.161	3443008 |540070|		2026/11	16.78
			169782	CUSTODIAL BID# 25.161	3443009 |540070|		2026/11	10.49
			169781	CUSTODIAL BID# 25.161	3443001 |540070|		2026/11	296.69
			169781	CUSTODIAL BID# 25.161	3443008 |540070|		2026/11	71.93
			169781	CUSTODIAL BID# 25.161	3443009 |540070|		2026/11	44.95
			169780	CUSTODIAL BID# 25.161	3443001 |540070|		2026/11	79.12
			169780	CUSTODIAL BID# 25.161	3443008 |540070|		2026/11	19.18
			169780	CUSTODIAL BID# 25.161	3443009 |540070|		2026/11	11.99
			169779	CUSTODIAL BID# 25.161	3443001 |540070|		2026/11	47.47
			169779	CUSTODIAL BID# 25.161	3443008 |540070|		2026/11	11.51
			169779	CUSTODIAL BID# 25.161	3443009 |540070|		2026/11	7.19
			169778	CUSTODIAL BID# 25.161	3443001 |540070|		2026/11	979.09
			169778	CUSTODIAL BID# 25.161	3443008 |540070|		2026/11	237.36
			169778	CUSTODIAL BID# 25.161	3443009 |540070|		2026/11	148.34
			169777	CUSTODIAL BID# 25.161	3443001 |540070|		2026/11	247.24
			169777	CUSTODIAL BID# 25.161	3443008 |540070|		2026/11	59.94
			169777	CUSTODIAL BID# 25.161	3443009 |540070|		2026/11	37.46
			169776	CUSTODIAL BID# 25.161	3443001 |540070|		2026/11	197.79
			169776	CUSTODIAL BID# 25.161	3443008 |540070|		2026/11	47.95
			169776	CUSTODIAL BID# 25.161	3443009 |540070|		2026/11	29.97
			169771	CUSTODIAL BID# 25.161	3443001 |540070|		2026/11	316.47
			169771	CUSTODIAL BID# 25.161	3443008 |540070|		2026/11	76.72
			169771	CUSTODIAL BID# 25.161	3443009 |540070|		2026/11	47.95
			169775	CUSTODIAL BID# 25.161	3443001 |540070|		2026/11	189.88
			169775	CUSTODIAL BID# 25.161	3443008 |540070|		2026/11	46.03
			169775	CUSTODIAL BID# 25.161	3443009 |540070|		2026/11	28.77
			169774	CUSTODIAL BID# 25.161	3443001 |540070|		2026/11	110.77
			169774	CUSTODIAL BID# 25.161	3443008 |540070|		2026/11	26.85
			169774	CUSTODIAL BID# 25.161	3443009 |540070|		2026/11	16.78

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			169772	CUSTODIAL BID# 25.161	3443001 |540070|		2026/11	276.91
			169772	CUSTODIAL BID# 25.161	3443008 |540070|		2026/11	67.13
			169772	CUSTODIAL BID# 25.161	3443009 |540070|		2026/11	41.96
			169773	CUSTODIAL BID# 25.161	3443001 |540070|		2026/11	25.71
			169773	CUSTODIAL BID# 25.161	3443008 |540070|		2026/11	6.23
			169773	CUSTODIAL BID# 25.161	3443009 |540070|		2026/11	3.90
			169770	CUSTODIAL BID# 25.161	3443001 |540070|		2026/11	356.03
			169770	CUSTODIAL BID# 25.161	3443008 |540070|		2026/11	86.31
			169770	CUSTODIAL BID# 25.161	3443009 |540070|		2026/11	53.94
			169769	CUSTODIAL BID# 25.161	3443001 |540070|		2026/11	70.22
			169769	CUSTODIAL BID# 25.161	3443008 |540070|		2026/11	17.02
			169769	CUSTODIAL BID# 25.161	3443009 |540070|		2026/11	10.64
					Total For Check #	**338763**		**5,375.04**
05/07/2026	338764	4320 HILL'S PET NUTRITION SALES	256919016	Food for shelter animals	3443009 |560230|		2026/11	205.94
			256768663	Animal Food for the Shelter	3443009 |560230|		2026/11	264.04
					Total For Check #	**338764**		**469.98**
05/07/2026	338769	115 INCOG	E-002504	E-002504 05/01/2026	3443006 |550220|		2026/11	13,806.74
			E-002439	E-002439 12/01/2026	3443006 |550220|		2026/11	13,806.74
					Total For Check #	**338769**		**27,613.48**
05/07/2026	338773	5131 KEVIN BEHE	16112	CITY COUNCIL 07/14/25	3443001 |540070|		2026/11	3.69
			16112	CITY COUNCIL 07/14/25	3443009 |540070|		2026/11	0.24
			16113	CITY COUNCIL 07/14/25	3443001 |540070|		2026/11	2.96
			16113	CITY COUNCIL 07/14/25	3443009 |540070|		2026/11	0.19
			16111	CITY COUNCIL 07/14/25	3443001 |540070|		2026/11	2.96
			16111	CITY COUNCIL 07/14/25	3443009 |540070|		2026/11	0.19
			16077	CITY COUNCIL 07/14/25	3443001 |540070|		2026/11	3.69
			16077	CITY COUNCIL 07/14/25	3443009 |540070|		2026/11	0.24
			16078	CITY COUNCIL 07/14/25	3443001 |540070|		2026/11	2.96
			16078	CITY COUNCIL 07/14/25	3443009 |540070|		2026/11	0.19
			16102	CITY COUNCIL 07/14/25	3443001 |540070|		2026/11	3.69
			16102	CITY COUNCIL 07/14/25	3443009 |540070|		2026/11	0.24
			16101	CITY COUNCIL 07/14/25	3443001 |540070|		2026/11	2.96
			16101	CITY COUNCIL 07/14/25	3443009 |540070|		2026/11	0.19
			16161	CITY COUNCIL 07/14/25	3443001 |540070|		2026/11	2.96
			16161	CITY COUNCIL 07/14/25	3443009 |540070|		2026/11	0.19

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					Total For Check # 338773			**27.54**
05/07/2026	338776	3876 KRISTI WITTLICH	04302026	Professional Services Veterinary Consult	3443009 |530870|		2026/11	553.00
					Total For Check # 338776			**553.00**
05/07/2026	338785	2355 LOCKEDINRN	04202026	Visiting Nurse april 20-24 2026	3443008 |530870|		2026/11	307.08
			042726	Visiting Nurse 04/27/2026-5/01/2026	3443008 |530870|		2026/11	307.08
					Total For Check # 338785			**614.16**
05/07/2026	338789	4777 MWI VETERINARY SUPPLY CO	67314037	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/11	623.25
					Total For Check # 338789			**623.25**
05/07/2026	338791	25 NAPA AUTO PARTS	025497	F000702	3443001 |560190|		2026/11	297.20
			025498	7060	3443001 |560200|		2026/11	4.25
			025498	RTU1EXT	3443001 |560210|		2026/11	8.61
			025498	20811	3443001 |560210|		2026/11	24.39
			025498	115	3443001 |560210|		2026/11	15.50
			025498	5W20BULK	3443001 |560210|		2026/11	23.66
			025499	7060	3443001 |560200|		2026/11	4.25
			025499	20811	3443001 |560210|		2026/11	24.39
			025499	115	3443001 |560210|		2026/11	15.50
			025499	5W20BULK	3443001 |560210|		2026/11	23.66
			025509	7060	3443001 |560200|		2026/11	4.25
			025509	20811	3443001 |560210|		2026/11	24.39
			025509	115	3443001 |560210|		2026/11	15.50
			025509	5W20BULK	3443001 |560210|		2026/11	23.66
			025516	7502	3443001 |560200|		2026/11	4.25
			025516	4068	3443001 |560200|		2026/11	5.32
			025516	6935	3443001 |560200|		2026/11	9.55
			025516	20811	3443001 |560210|		2026/11	24.39
			025516	115	3443001 |560210|		2026/11	15.50
			025516	5W20BULK	3443001 |560210|		2026/11	20.28
			025518	F011688	3443001 |560190|		2026/11	568.52
			025524	7060	3443001 |560200|		2026/11	4.25
			025524	115	3443001 |560210|		2026/11	15.50
			025524	20811	3443001 |560210|		2026/11	24.39
			025524	5W20BULK	3443001 |560210|		2026/11	23.66
			025533	F000702	3443001 |560190|		2026/11	594.40

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				25452	5W20BULK	3443001 |560200|		2026/11	23.66
				25452	7060	3443001 |560200|		2026/11	4.25
				25452	20811	3443001 |560210|		2026/11	24.39
				25452	115	3443001 |560210|		2026/11	15.50
				25454	F2GZ1A189A	3443001 |560190|		2026/11	148.66
				25456	FT8825	3443001 |560200|		2026/11	56.72
				25456	FT8855	3443001 |560200|		2026/11	57.82
				25459	F000702	3443001 |560190|		2026/11	594.40
				25460	4896464AE	3443001 |560200|		2026/11	460.00
				25460	4896464AE	3443001 |560200|		2026/11	75.00
				25463	741586	3443001 |560200|		2026/11	62.27
				25476	100255	3443001 |560200|		2026/11	4.25
				25476	20811	3443001 |560210|		2026/11	24.39
				25476	115	3443001 |560210|		2026/11	15.50
				25476	0W20BULK	3443001 |560210|		2026/11	28.64
				25483	100255	3443001 |560200|		2026/11	4.25
				25483	20811	3443001 |560210|		2026/11	24.39
				25483	115	3443001 |560210|		2026/11	15.50
				25483	0W20BULK	3443001 |560210|		2026/11	28.64
				25486	76760	3443001 |560200|		2026/11	100.24
				25701	F011688	3443001 |560190|		2026/11	284.26
				25707	GB5Z14A664E	3443001 |560200|		2026/11	239.64
				25708	FB5Z9F472A	3443001 |560200|		2026/11	104.08
				25715	2607471	3443001 |560200|		2026/11	114.93
				25715	2607470	3443001 |560200|		2026/11	114.93
						Total For Check #	**338791**		**4,445.53**
05/07/2026	338792			025514	H6054N	3443001 |560200|		2026/11	8.57
				25472	ATFBULK	3443001 |560210|		2026/11	25.92
				25484	5113	3443001 |560230|		2026/11	17.22
				25722	6022477	3443001 |560200|		2026/11	19.81
						Total For Check #	**338792**		**71.52**
05/07/2026	338797	98	OKLAHOMA NATURAL GAS CO	267746591 04292026	MASTER BILL 4/29/2026 213955901-	3443001 |550240|		2026/11	226.99
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	3443001 |550240|		2026/11	35.88
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	3443001 |550240|		2026/11	370.72
						Total For Check #	**338797**		**633.59**

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05/07/2026	338798	5422	OKLAHOMA PROMO LLC	200513	Swag Items for Olivia Russell	3443001 |560230|		2026/11	290.00
						Total For Check # 338798			**290.00**
05/07/2026	338803	209	PIONEER FENCE	26-099	Fence for Drone Pad	3443001 |540070|		2026/11	3,213.50
						Total For Check # 338803			**3,213.50**
05/07/2026	338808	148	RAY ALLEN MANUFACTURING	RINV493089	New K9 Officer Equipment Outlay	3443001 |560470|		2026/11	628.76
				RINV493525	New K9 Officer Equipment Outlay	3443001 |560470|		2026/11	44.99
						Total For Check # 338808			**673.75**
05/07/2026	338811	3827	ROBINSON GLASS OF TULSA	2-305390	Replacement Rear Glass for Unit 2123	3443001 |540200|		2026/11	367.50
						Total For Check # 338811			**367.50**
05/07/2026	338816	3997	SAPPHIRE WINDOW CLEANING	89082	89082 04/20/2026	3443009 |540070|		2026/11	1,033.00
						Total For Check # 338816			**1,033.00**
05/07/2026	338819	5048	SHAMROCK TIRE & AUTO	800072	BLANKET PO FOR ALIGNMENTS	3443001 |540200|		2026/11	109.95
						Total For Check # 338819			**109.95**
05/07/2026	338825	4045	STEPHANIE BRADLEY	280	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/11	515.00
						Total For Check # 338825			**515.00**
05/07/2026	338829	4760	AUTOMOTIVE INDUSTRIES LLC	72186	72186 04/27/2026	3443001 |540200|		2026/11	399.38
						Total For Check # 338829			**399.38**
05/07/2026	338831	533	BROKEN ARROW INSURANCE	3489786	NOTARY BOND FOR JAMES OLSON	3443008 |530110|		2026/11	30.00
						Total For Check # 338831			**30.00**
05/07/2026	338833	332	TOMAHAWK LIVE TRAP	459485	AC Equipment	3443009 |560110|		2026/11	345.82
				459485	AC Equipment	3443009 |560230|		2026/11	405.90
						Total For Check # 338833			**751.72**
05/07/2026	338845	744	UNITED RENTALS, INC	261687122-001	BLANKET PO FOR MISC RENTALS	3443001 |560180|		2026/11	162.00
						Total For Check # 338845			**162.00**
05/07/2026	338852	1169	VERIZON	6141653208	6141653208 MARCH 22-APRIL21, 2026	3443001 |550540|		2026/11	40.01
				6141653208	6141653208 MARCH 22-APRIL21, 2026	3443001 |550540|		2026/11	40.01
				6141653208	6141653208 MARCH 22-APRIL21, 2026	3443001 |550540|		2026/11	45.02

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					Total For Check # 338852			**125.04**
05/07/2026	338860	1095 WINDSTREAM HOLDINGS II LLC	100429341 04032026	FY26 ANNUAL 100429341 APRIL 3, 2026	3443001 |550220|		2026/11	6,967.86
			100738908 05052026	FY26 ANNUAl 100738908 MAY 5, 2026	3443001 |550220|		2026/11	5,483.12
					Total For Check # 338860			**12,450.98**
05/07/2026	338861	2829 XYBIX SYSTEMS INC	38626-Q	38626-Q 04/28/2026	3443006 |540550|		2026/11	15,021.00
					Total For Check # 338861			**15,021.00**
					Total For Fund 344			**139,496.92**
					Number of Invoices For Fund 344			**305**

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04/30/2026	338423	856	AMERICAN FIDELITY	198325	Payroll Run 1 - Warrant 260424	345 |218420|		2026/10	11.10
						Total For Check # 338423			**11.10**
04/30/2026	338425	4633	COLONIAL LIFE & ACCIDENT	198330	Payroll Run 1 - Warrant 260424	345 |218590|		2026/10	543.52
						Total For Check # 338425			**543.52**
04/30/2026	338426	1319	COMMUNITY CARE EAP	198327	Payroll Run 1 - Warrant 260424	345 |218560|		2026/10	204.37
						Total For Check # 338426			**204.37**
04/30/2026	338429	1550	GENESIS HEALTH CLUBS	198328	Payroll Run 1 - Warrant 260424	345 |218150|		2026/10	243.36
						Total For Check # 338429			**243.36**
04/30/2026	338434	159	PRE-PAID LEGAL SERVICES,	198324	Payroll Run 1 - Warrant 260424	345 |218100|		2026/10	162.48
						Total For Check # 338434			**162.48**
04/30/2026	338505	1987	SURENCY LIFE & HEALTH INS.	198329	Payroll Run 1 - Warrant 260424	345 |218460|		2026/10	78.00
						Total For Check # 338505			**78.00**
04/30/2026	338508	5635	VISION SERVICE PLAN	198332	Payroll Run 1 - Warrant 260424	345 |218240|		2026/10	74.22
						Total For Check # 338508			**74.22**
04/30/2026	338510	5216	918 WRECKER SERVICE INC.	26-330591	TOW SERVOCE FPR UNIT 2355 FIRE	3453502 |540200|		2026/10	60.00
						Total For Check # 338510			**60.00**
04/30/2026	338515	447	AIR CLEANING TECHNOLOGIES	INV-03870	INV-03870	3453501 |540070|		2026/10	491.32
						Total For Check # 338515			**491.32**
04/30/2026	338516	4935	AMAZON.COM SALES INC	1DLR-9PHT-QWV4	Training Supplies and EMS Logistics FFE	3453502 |560030|		2026/10	127.68
				1DLR-9PHT-QWV4	Training Supplies and EMS Logistics FFE	3453502 |560230|		2026/10	264.35
				1DLR-9PHT-QWV4	Training Supplies and EMS Logistics FFE	3453501 |560300|		2026/10	99.75
				1WGH-R1N3-J3Y7	ITEM: Post-it Note Dispenser, Vertical	3453501 |560030|		2026/10	77.03
				1WLQ-H4JL-99GL	Public Education/Marketing	3453502 |560230|		2026/10	271.87
				13N9-7X1X-PKKG	Straps, cleaner, keys	3453501 |560300|		2026/10	52.00
						Total For Check # 338516			**892.68**
04/30/2026	338526	18	BOUND TREE MEDICAL	86158070	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/10	1,272.00
				86159800	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/10	1,454.90
						Total For Check # 338526			**2,726.90**

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04/30/2026	338527	2910	BROKEN ARROW AREA	80406	80406 DEC 19, 2025	3453501 |530110|		2026/7	80.00
				80406	80406 DEC 19, 2025	3453502 |530110|		2026/7	80.00
				80406	80406 DEC 19, 2025	3453504 |530110|		2026/7	40.00
				80845	80845	3453501 |530110|		2026/9	200.00
						Total For Check # 338527			**400.00**
04/30/2026	338536	37	CINTAS CORPORATION	5330627403	BLANKET PO FOR ALL DEPARTMENT	3453501 |560230|		2026/10	348.27
						Total For Check # 338536			**348.27**
04/30/2026	338537	996	CITY OF BROKEN ARROW	198326	Payroll Run 1 - Warrant 260424	345 |218180|		2026/10	250.00
				198326	Payroll Run 1 - Warrant 260424	345 |218360|		2026/10	5,033.14
						Total For Check # 338537			**5,283.14**
04/30/2026	338539	1391	CLEAN THE UNIFORM CO	52188280	52188280	3453501 |540330|		2026/10	24.85
				52188280	52188280	3453501 |560300|		2026/10	94.50
				52188766	52188766	3453501 |540330|		2026/10	31.22
				52188766	52188766	3453501 |560300|		2026/10	77.00
				52188279	52188279	3453501 |540330|		2026/10	2.94
						Total For Check # 338539			**230.51**
04/30/2026	338544	46	CUMMINS SOUTHERN PLAINS	91-260495101	UNIT # 1925 JEFF	3453501 |540200|		2026/10	4,817.95
						Total For Check # 338544			**4,817.95**
04/30/2026	338547	5121	DELTA FIRE & SAFETY INC.	INVTX26-1447	Bunker Gear Repair	3453501 |540290|		2026/10	854.50
						Total For Check # 338547			**854.50**
04/30/2026	338550	4957	DIGITECH COMPUTER LLC	618002678	618002678	3453502 |550280|		2026/10	27,890.01
						Total For Check # 338550			**27,890.01**
04/30/2026	338561	1912	FIRST RESPONDER SUPPORT	1636	1636	3453501 |530870|		2026/10	5,820.00
						Total For Check # 338561			**5,820.00**
04/30/2026	338569	5026	DALE GRAHAM	314	314	3453501 |540070|		2026/10	100.00
						Total For Check # 338569			**100.00**
04/30/2026	338580	230	HONEYWELL ANALYTICS DIST	5272734325	PosiChek Annual Calibration	3453501 |540550|		2026/10	1,250.00
						Total For Check # 338580			**1,250.00**

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04/30/2026	338587	5131 KEVIN BEHE	16107	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	4.65
					Total For Check # 338587			**4.65**
04/30/2026	338594	5631 MOBILE LOCKSMITH EXPRESS	42442	UNIT 1956 BRIAN	3453502 |540200|		2026/10	455.00
					Total For Check # 338594			**455.00**
04/30/2026	338595	1293 MODERN MARKETING	MMI168221	PUBLIC EDUCATION MERCHADISE	3453504 |560230|		2026/10	439.45
			MMI166250	PUBLIC EDUCATION MERCHADISE	3453504 |560230|		2026/10	907.17
					Total For Check # 338595			**1,346.62**
04/30/2026	338597	25 NAPA AUTO PARTS	25245	HC3Z2B121D	3453502 |560200|		2026/10	-50.00
			25245	HC3Z2B120D	3453502 |560200|		2026/10	-50.00
			25245	PC3Z2552D	3453502 |560200|		2026/10	-50.00
			25245	PC3Z2553D	3453502 |560200|		2026/10	-50.00
			25258	7151	3453502 |560200|		2026/10	15.05
			25258	300458	3453502 |560200|		2026/10	49.89
			25258	230266	3453502 |560200|		2026/10	10.91
			25258	200905	3453502 |560200|		2026/10	20.38
			25258	15W40BULK	3453502 |560210|		2026/10	68.40
			025586	LC3Z8005C	3453502 |560200|		2026/10	862.89
					Total For Check # 338597			**827.52**
04/30/2026	338598		25241	789DEF	3453502 |560210|		2026/10	11.11
			25242	1372	3453501 |560200|		2026/10	4.25
			25242	9883	3453501 |560200|		2026/10	12.73
			25242	5W20BULK	3453501 |560210|		2026/10	23.66
			25242	115	3453501 |560210|		2026/10	15.50
			25266	300458	3453502 |560200|		2026/10	-49.89
			25427	25676	3453501 |560230|		2026/10	30.30
			25439	78004	3453501 |560230|		2026/10	11.44
					Total For Check # 338598			**59.10**
04/30/2026	338602	4349 OKIE PACKAGING &	320987BO1	BLANKET ORDER FOR BLANKET PO	3453502 |560230|		2026/10	38.98
					Total For Check # 338602			**38.98**
04/30/2026	338608	4508 C A ASSETS LLC	28976	28976	3453501 |540070|		2026/10	474.00
					Total For Check # 338608			**474.00**

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04/30/2026	338611	2392	RAMP COMMUNICATIONS	260128	260128	3453501 |540290|		2026/10	411.93
						Total For Check # 338611			**411.93**
04/30/2026	338646	740	TULSA OVERHEAD DOOR	30168114	30168114	3453501 |540070|		2026/10	370.00
						Total For Check # 338646			**370.00**
04/30/2026	338647	949	TULSA WINNELSON COMPANY	003424 01	BLANKET PO MISC. PLUMBING	3453501 |560180|		2026/10	197.21
						Total For Check # 338647			**197.21**
04/30/2026	338663	1095	WINDSTREAM HOLDINGS II LLC	101198944 04222026	FY26 ANNUAL AGREEMENT	3453501 |550220|		2026/10	69.71
				101198864 04222026	FY26 ANNUAL AGREEMENT	3453501 |550220|		2026/10	71.43
						Total For Check # 338663			**141.14**
05/07/2026	338668	2561	DUSTIN MALLOY	PDR 05172026	PER DIEM FOR PLANS EXAMINER	3453504 |550030|		2026/11	340.00
						Total For Check # 338668			**340.00**
05/07/2026	338669	1042	GARY SNYDER JR.	320813337	REIMB FOR SCBA RX EYEWEAR- INV#	3453501 |560110|		2026/11	329.00
						Total For Check # 338669			**329.00**
05/07/2026	338670	2348	GUY GAYLOR	PDR 05172026	PER DIEM FOR POST FLASH-OVER FIRE	3453504 |550030|		2026/11	300.00
						Total For Check # 338670			**300.00**
05/07/2026	338676	4905	METROPOLITAN LIFE	198331	Payroll Run 1 - Warrant 260424	345 |218480|		2026/10	96.60
				198331	Payroll Run 1 - Warrant 260424	345 |218590|		2026/10	101.80
				198331	Payroll Run 1 - Warrant 260424	345 |218340|		2026/10	101.53
						Total For Check # 338676			**299.93**
05/07/2026	338693	1040	TIMOTHY HEAPS	PDR 05172026	PER DIEM FOR POST FLASH-OVER FIRE	3453504 |550030|		2026/11	300.00
						Total For Check # 338693			**300.00**
05/07/2026	338695	2114	WILLIAM WILD	PDR 05172026	PER DIEM FOR POST FLASH-OVER FIRE	3453504 |550030|		2026/11	300.00
						Total For Check # 338695			**300.00**
05/07/2026	338697	5216	918 WRECKER SERVICE INC.	26-332684	26-332684 05/01/2026	3453502 |540200|		2026/11	160.00
						Total For Check # 338697			**160.00**
05/07/2026	338700	149	AMERICAN ELECTRIC	027-427-0-6 04212026	FY26 ANNUAL AGREEMENT 952-207-427-	3453501 |550250|		2026/11	1,036.10

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				284-103-0-3 04282026	FY26 ANNUAL AGREEMENT 953-284-103-	3453501 |550250|		2026/11	5,541.52
						Total For Check #	**338700**		**6,577.62**
05/07/2026	338704	4935	AMAZON.COM SALES INC	1P6G-WCFM-G64G	ITEM: Algrix Driver Side Lower Mirror Glass	3453504 |560230|		2026/11	18.49
				11JF-V3FT-JVJW	Public Education/Marketing	3453502 |560230|		2026/11	292.95
				1KQN-PFH4-DWRT	ITEM: Funtery 96 Pcs Mini Pullback Fire	3453504 |560230|		2026/11	122.52
				19FD-Y4V3-MK47	ITEM: Stanbroil Wood Stove Gasket, 1/4" x	3453503 |560230|		2026/11	199.38
						Total For Check #	**338704**		**633.34**
05/07/2026	338705			1T4M-MXVH-GJW9	Multiple items	3453501 |560230|		2026/11	351.64
						Total For Check #	**338705**		**351.64**
05/07/2026	338718	18	BOUND TREE MEDICAL	86179348	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/11	913.60
						Total For Check #	**338718**		**913.60**
05/07/2026	338730	1391	CLEAN THE UNIFORM CO	52189396	52189396 04/22/2026	3453501 |540330|		2026/11	42.01
				52189396	52189396 04/22/2026	3453501 |560300|		2026/11	110.91
				52189877	52189877 04/24/2026	3453501 |540330|		2026/11	38.38
				52189877	52189877 04/24/2026	3453501 |560300|		2026/11	101.50
				52189395	52189395 04/22/2026	3453501 |540330|		2026/11	30.78
				52189395	52189395 04/22/2026	3453501 |560300|		2026/11	97.00
				52189878	52189878 04/24/2026	3453501 |540330|		2026/11	38.72
				52189878	52189878 04/24/2026	3453501 |560300|		2026/11	176.00
				52189873	52189873 04/24/2026	3453501 |540330|		2026/11	27.35
				52189873	52189873 04/24/2026	3453501 |560300|		2026/11	81.41
						Total For Check #	**338730**		**744.06**
05/07/2026	338735	882	COX COMMUNICATIONS	076689001 04242026	FY26 ANNUAL AGREEMENT 001 6311	3453501 |550540|		2026/11	775.85
						Total For Check #	**338735**		**775.85**
05/07/2026	338741	5643	DRIP DROP HYDRATION INC	INV37541	HYDRATION PACKS - BRYAN MYRICK	3453501 |560230|		2026/11	1,050.00
						Total For Check #	**338741**		**1,050.00**
05/07/2026	338762	798	HENRY SCHEIN INC	56035849	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/11	1,663.92
						Total For Check #	**338762**		**1,663.92**
05/07/2026	338770	3537	J & J BOWERS LAWN CARE	042726	INV#042726 04/27/2026	3453503 |540280|		2026/11	450.00
						Total For Check #	**338770**		**450.00**

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05/07/2026	338773	5131 KEVIN BEHE	16112	CITY COUNCIL 07/14/25	3453501 |540070|		2026/11	4.65
			16113	CITY COUNCIL 07/14/25	3453501 |540070|		2026/11	3.72
			16111	CITY COUNCIL 07/14/25	3453501 |540070|		2026/11	3.72
			16077	CITY COUNCIL 07/14/25	3453501 |540070|		2026/11	4.65
			16078	CITY COUNCIL 07/14/25	3453501 |540070|		2026/11	3.72
			16102	CITY COUNCIL 07/14/25	3453501 |540070|		2026/11	4.65
			16101	CITY COUNCIL 07/14/25	3453501 |540070|		2026/11	3.72
			16161	CITY COUNCIL 07/14/25	3453501 |540070|		2026/11	3.72
					Total For Check #	**338773**		**32.55**
05/07/2026	338782	1088 LIFE ASSIST INC	2108985	BLANKET PO FOR EMS	3453502 |560230|		2026/11	692.00
			2109100	BLANKET PO FOR EMS	3453502 |560230|		2026/11	43.50
			2109368	BLANKET PO FOR EMS	3453502 |560230|		2026/11	40.00
			2107676	BLANKET PO FOR EMS	3453502 |560230|		2026/11	8,234.16
			2106661	BLANKET PO FOR EMS	3453502 |560230|		2026/11	2,506.00
			2107144	BLANKET PO FOR EMS	3453502 |560230|		2026/11	320.00
					Total For Check #	**338782**		**11,835.66**
05/07/2026	338783	821 LIGHT HOUSE UNIFORMS CO.	A-332828	A-332828 04/08/2026	3453501 |560100|		2026/11	618.75
					Total For Check #	**338783**		**618.75**
05/07/2026	338791	25 NAPA AUTO PARTS	025502	1748XD	3453501 |560200|		2026/11	33.74
			025502	FS1098	3453501 |560200|		2026/11	55.01
			025502	600564	3453501 |560200|		2026/11	33.61
			025502	400820020	3453501 |560200|		2026/11	181.80
			025502	15W40BULK	3453501 |560210|		2026/11	114.00
			025531	FT880073	3453502 |560200|		2026/11	118.98
			025531	FT880082	3453502 |560200|		2026/11	136.20
			025531	FT7867	3453502 |560200|		2026/11	69.12
			025531	FT7991	3453502 |560200|		2026/11	73.62
			025531	2413	3453502 |560230|		2026/11	6.66
			25457	100255	3453501 |560200|		2026/11	4.25
			25457	7060	3453501 |560200|		2026/11	4.25
			25457	115	3453501 |560210|		2026/11	15.50
			25457	5W20BULK	3453501 |560210|		2026/11	20.28
			25457	2413	3453501 |560230|		2026/11	6.66
			25465	KR3Z6B209A	3453502 |560200|		2026/11	127.92

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				25465	LC3Z8620J	3453502 |560200|		2026/11	291.58
				25465	LC3Z6C348A	3453502 |560200|		2026/11	127.78
				25465	1075MPSIP	3453502 |560200|		2026/11	190.04
				25465	CPGN72K080361717	3453502 |560200|		2026/11	252.44
				25465	HC33Z8005E	3453502 |560200|		2026/11	570.38
				25689	15W40BULK	3453501 |560210|		2026/11	109.46
				25694	6476163NX	3453501 |560200|		2026/11	4,861.62
				25694	6476163NX	3453501 |560200|		2026/11	540.00
				25719	OTRD1203	3453501 |560200|		2026/11	205.54
				25719	BEN802062	3453501 |560200|		2026/11	1,330.38
				25720	6476163NX	3453501 |560200|		2026/11	-270.00
				025828	102408	3453501 |560200|		2026/11	100.82
						Total For Check #	**338791**		**9,311.64**
05/07/2026	338792			025492	207170	3453502 |560200|		2026/11	19.70
				025492	207168	3453502 |560200|		2026/11	18.50
				25466	25060815	3453502 |560200|		2026/11	30.94
				25467	38137	3453502 |560200|		2026/11	29.59
				25690	GR14CHTR	3453501 |560210|		2026/11	5.13
				25693	9080XL	3453501 |560230|		2026/11	15.56
				25703	PKA0F3	3453504 |560230|		2026/11	3.64
				25723	76005	3453503 |560200|		2026/11	23.14
				025825	2866636	3453501 |560200|		2026/11	22.84
						Total For Check #	**338792**		**169.04**
05/07/2026	338797	98	OKLAHOMA NATURAL GAS CO	267746591 04292026	MASTER BILL 4/29/2026 213955901-	3453501 |550240|		2026/11	218.50
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	3453501 |550240|		2026/11	290.59
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	3453501 |550240|		2026/11	273.16
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	3453501 |550240|		2026/11	265.36
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	3453501 |550240|		2026/11	248.24
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	3453501 |550240|		2026/11	310.78
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	3453501 |550240|		2026/11	316.94
				267746591 04292026	MASTER BILL 4/29/2026 213955901-	3453501 |550240|		2026/11	319.32
						Total For Check #	**338797**		**2,242.89**
05/07/2026	338799	483	OKLAHOMA STATE UNIVERSITY	0104558	0104558 04/25/2026	3453503 |530110|		2026/11	730.00
				0104470	0104470 04/25/2026	3453503 |530110|		2026/11	500.00
				0104560	0104560 04/25/2026	3453503 |530110|		2026/11	500.00

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 # 338799			**1,730.00**
05/07/2026	338806	4508	C A ASSETS LLC	28988	28988 04/14/2026	3453501 |540070|		2026/11	660.00
						Total For Check # 338806			**660.00**
05/07/2026	338815	1229	SAINT FRANCIS HOSPITAL	04/30/2026	MONTHLY PHYSICALS APRIL 2026	3453501 |530020|		2026/11	4,564.02
						Total For Check # 338815			**4,564.02**
05/07/2026	338817	3216	SCISSOR TAIL CONSTRUCTION,	1601	1601 04/28/2026	3453501 |540070|		2026/11	1,500.00
						Total For Check # 338817			**1,500.00**
05/07/2026	338836	55	TULSA AUTO SPRING	W 50705	BLANKET PO FOR SUSPENSION FRAME	3453501 |540200|		2026/11	477.19
						Total For Check # 338836			**477.19**
05/07/2026	338838	740	TULSA OVERHEAD DOOR	30168333	30168333 04/22/2026	3453501 |540070|		2026/11	460.00
				30168533	30168533 04/30/2026	3453501 |540070|		2026/11	1,450.00
				30168460	REPAIR RYTEC DOOR AT FIRE STATION	3453501 |540070|		2026/11	10,703.00
						Total For Check # 338838			**12,613.00**
05/07/2026	338840	949	TULSA WINNELSON COMPANY	004778 01	BLANKET PO MISC. PLUMBING	3453501 |560180|		2026/11	157.79
						Total For Check # 338840			**157.79**
05/07/2026	338860	1095	WINDSTREAM HOLDINGS II LLC	101197628 04302026	FY26 ANNUAL 101197628 APRIL 30, 2026	3453501 |550220|		2026/11	66.20
						Total For Check # 338860			**66.20**
						Total For Fund 345			**117,976.17**
						Number of Invoices For Fund 345			**167**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
05/07/2026	338810	5439	RIGID EMERGENCY VEHICLES	911-137_262705	Upfitting Equipment of CIT Traverses	3491700 |570020|	2630410	2026/11	2,884.50
						Total For Check # 338810			**2,884.50**
						Total For Fund 349			**2,884.50**
						Number of Invoices For Fund 349			**1**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/30/2026	338618	1263 SELSER SCHAEFER	22400695	Public Safety Complex II 191711	5921700 |570160|	191711	2026/10	1,332.85
					Total For Check # 338618			**1,332.85**
04/30/2026	338662	5611 WHITE BUFFALO	5830	Radio Communications Tower 191713	5921700 |570180|	191713	2026/10	3,500.00
					Total For Check # 338662			**3,500.00**
05/07/2026	338724	1253 CEC CORPORATION	202604258	CEC Agreement for ST1710 approved	5925300 |570160|	ST1710	2026/11	3,914.00
					Total For Check # 338724			**3,914.00**
05/07/2026	338817	3216 SCISSOR TAIL CONSTRUCTION,	PA 9-FINAL 191711	Prj 191711-Renovation of EMS Bldg	5921700 |570150|	191711	2026/11	17.00
					Total For Check # 338817			**17.00**
					Total For Fund 592			**8,763.85**
					Number of Invoices For Fund 592			**4**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/30/2026	338430	5708	GRETTA J DUGAN REVOCABLE	ST23280 PARCEL 10	ST23280 PROPERTY ACQ PARCEL 10	5935300 |570080|	ST23280	2026/10	560.00
				ST23280 PARCEL 13	ST23280 PROPERTY ACQ PARCEL 13	5935300 |570080|	ST23280	2026/10	59,710.00
						Total For Check # 338430			**60,270.00**
04/30/2026	338507	5706	TULSA HABITAT FOR HUMANITY	ST2027	ST2027 PARCE; 13 ROW ACQ	5935300 |570080|	ST2027	2026/10	16,590.00
						Total For Check # 338507			**16,590.00**
04/30/2026	338513	4919	ADEMCO INC.	303192730	303192730	5931700 |570150|	2317210	2026/10	154.99
						Total For Check # 338513			**154.99**
04/30/2026	338564	674	GARVER ENGINEERS	2301988-10	CONTRACT W/GARVER FOR RAISE	5935300 |570160|	ST24140	2026/10	231,643.26
				2301988-8	CONTRACT W/GARVER FOR RAISE	5935300 |570160|	ST24140	2026/10	145,204.89
						Total For Check # 338564			**376,848.15**
04/30/2026	338596	3669	MYERS-CHERRY	PA 5 2317210	Operations Ctr Admin Building	5931700 |570150|	2317210	2026/10	42,372.17
						Total For Check # 338596			**42,372.17**
04/30/2026	338618	1263	SELSER SCHAEFER	2601076	Jail Expansion Renovation Prof Agreement	5933008 |570160|	203019	2026/10	8,619.55
						Total For Check # 338618			**8,619.55**
04/30/2026	338634	3871	SUMMIT FIRE & SECURITY LLC	3973362	PSC Annex - Access Control	5931700 |570150|	191711	2026/10	23,084.00
						Total For Check # 338634			**23,084.00**
05/07/2026	338720	19	BROKEN ARROW ELECTRIC	S3484671.001	BLANKET PO FOR MISC ELECTRICAL	5931700 |570150|	2317210	2026/11	349.14
						Total For Check # 338720			**349.14**
05/07/2026	338728	1436	CHEROKEE PRIDE CONST. INC.	PA 4 2352100	Arrow Forge-Innovation District	5935300 |570150|	ST22290	2026/11	1,320,338.78
						Total For Check # 338728			**1,320,338.78**
05/07/2026	338751	674	GARVER ENGINEERS	23T27000-22	WIDENING OF 9TH STREET NEW	5935300 |570160|	ST23280	2026/11	4,205.25
				18037041-45	110404	5935300 |570160|	ST2027	2026/11	2,169.05
				2301988-9	CONTRACT W/GARVER FOR RAISE	5935300 |570160|	ST24140	2026/11	210,214.37
						Total For Check # 338751			**216,588.67**
05/07/2026	338754	5010	GOBER CONSTRUCTION LLC	PA 2 SW26010	Old Town Houston SW Improvements	5935305 |570150|	SW26010	2026/11	10,262.54
						Total For Check # 338754			**10,262.54**
05/07/2026	338774	2004	KIMLEY-HORN & ASSOCIATES	064598212-0326	Concrete Panel Replacement 2352120	5935300 |570150|	2352120	2026/11	3,910.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				064598218-0326	ST25320 Dallas Main to 9th	5935300 |570160|	ST25320	2026/11	51,850.00
						Total For Check # 338774			**55,760.00**
05/07/2026	338796	269	OKLAHOMA DEPARTMENT OF	WQD-04-260369	WQD-04-260369 04/27/2026	5935300 |570150|	ST22280	2026/11	763.96
						Total For Check # 338796			**763.96**
05/07/2026	338817	3216	SCISSOR TAIL CONSTRUCTION,	PA 9-FINAL 191711	Prj 191711-Renovation of EMS Bldg	5931700 |570150|	191711	2026/11	2,203.12
						Total For Check # 338817			**2,203.12**
						Total For Fund 593			**2,134,205.07**
						Number of Invoices For Fund 593			**19**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
05/11/2026	338863	2518 WORKER'S COMPENSATION	MAY 7, 2026	MAY 7, 2026 PAYMENT SUMMARY	6601700 |530080|		2026/11	17,496.05
			MAY 7, 2026	MAY 7, 2026 PAYMENT SUMMARY	6601700 |530870|		2026/11	16.00
			MAY 7, 2026	MAY 7, 2026 PAYMENT SUMMARY	6601700 |530880|		2026/11	31,702.71
			MAY 7, 2026	MAY 7, 2026 PAYMENT SUMMARY	6601700 |550900|		2026/11	21,742.19
					Total For Check # 338863			**70,956.95**
					Total For Fund 660			**70,956.95**
					Number of Invoices For Fund 660			**4**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/28/2026	202793	5652	HCC LIFE INSURANCE	APRIL 2026	STOP LOSS MEDICAL	6611700 |530890|		2026/10	76,332.36
						Total For Check # 202793			**76,332.36**
04/30/2026	338425	4633	COLONIAL LIFE & ACCIDENT	198330	Payroll Run 1 - Warrant 260424	6611700 |530890|		2026/10	61.54
						Total For Check # 338425			**61.54**
04/30/2026	338434	159	PRE-PAID LEGAL SERVICES,	198324	Payroll Run 1 - Warrant 260424	6611700 |530890|		2026/10	24.90
						Total For Check # 338434			**24.90**
04/30/2026	338505	1987	SURENCY LIFE & HEALTH INS.	198329	Payroll Run 1 - Warrant 260424	6611700 |530890|		2026/10	3.25
						Total For Check # 338505			**3.25**
04/30/2026	338508	5635	VISION SERVICE PLAN	198332	Payroll Run 1 - Warrant 260424	661 |449030|		2026/10	-48.48
				198332	Payroll Run 1 - Warrant 260424	6611700 |530890|		2026/10	77.63
				198332	Payroll Run 1 - Warrant 260424	6611700 |530890|		2026/10	31.17
				198332	Payroll Run 1 - Warrant 260424	6611700 |530890|		2026/10	49.81
				198332	Payroll Run 1 - Warrant 260424	6611700 |530890|		2026/10	14.57
						Total For Check # 338508			**124.70**
04/30/2026	338613	4728	REMEDY HEALTH, PLLC	MAY 2026	MAY 2026 EMPLOYEE HEALTH CLINIC	6611700 |530890|		2026/10	66,371.00
						Total For Check # 338613			**66,371.00**
05/07/2026	338676	4905	METROPOLITAN LIFE	198331	Payroll Run 1 - Warrant 260424	6611700 |530890|		2026/10	10,142.15
				198331	Payroll Run 1 - Warrant 260424	6611700 |530890|		2026/10	81.29
						Total For Check # 338676			**10,223.44**
						Total For Fund 661			**153,141.19**
						Number of Invoices For Fund 661			**12**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
05/07/2026	338679	999907 OTP - COURT REFUNDS	0001083		882 |201020|		2026/10	375.00
					Total For Check # 338679			**375.00**
05/07/2026	338680		0001081		882 |201020|		2026/10	560.00
					Total For Check # 338680			**560.00**
05/07/2026	338681		0001082		882 |201020|		2026/10	510.00
					Total For Check # 338681			**510.00**
05/07/2026	338682		0001085		882 |201020|		2026/10	200.00
					Total For Check # 338682			**200.00**
05/07/2026	338683		0001084		882 |201020|		2026/10	570.00
					Total For Check # 338683			**570.00**
05/07/2026	338684		0001080		882 |201020|		2026/10	210.00
					Total For Check # 338684			**210.00**
					Total For Fund 882			**2,425.00**
					Number of Invoices For Fund 882			**6**

City of Broken Arrow
Check Register by Fund

04/30/2026	202792	1053	JPMORGAN CHASE BANK N A	APRIL 2026	APRIL 2026 STATEMENT 5405 0179 0003	999	|201010|	2026/10	139,434.55
							Total For Check #	**202792**	**139,434.55**
							Total For Fund	**999**	**139,434.55**
							Number of Invoices For Fund	**999**	**1**
							Total For ALL Checks		**7,315,579.46**
							Total Number of Invoices		**2,092**

City of Broken Arrow

Request for Action

File #: 26-560, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:
Presentation and annual programming update by the Broken Arrow Veterans Center

Background:
The Broken Arrow Veterans Center will update the City Council members on operations and programming.

Cost: $0

Funding Source: None

Requested By: Lori Hill, Community Relations Manager

Approved By: City Manager's Office

Attachments: None

Recommendation:
No action required.

City of Broken Arrow

Request for Action

File #: 26-626, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:
Public hearing, consideration, and possible action regarding COMP-002721-2026 (Comprehensive Plan Change), Creekside Commercial Center, 52.6 acres, Level 6 to Level 2 and Level 3, located at the northwest of the intersection of Houston Street (81st Street) and the Creek Turnpike (SH-364)

Background:
COMP-002721-2026 is a request to change the Comprehensive Plan designation from Level 6 to Level 2 and Level 3 on approximately 52.6 acres which is currently unplatted. The property is located northwest of the intersection of Houston Street (81st Street) and the Creek Turnpike (SH-364).

The applicant is requesting this change to the comprehensive plan for the purpose of a future rezoning and development of the property. The applicant intends to apply for a Planned Unit Development and Rezoning in the near future.

The "Development Area Plan" document attached details the proposed development areas. Area C is proposed be the Level 3 area. Area D is proposed to be the Level 4 area.

The comprehensive plan's Transportation Plan Map does describe a "frontage road" connecting from Kenosha Street and Washington Street along the eastside of the Creek Turnpike. This road will be dedicated during the platting process of any future development in the subject area.

At their April 23, 2026 meeting the Broken Arrow Planning Commission voted 3-2 to recommend approval of COMP-002721-2026. There were no public comments in support or in opposition to the request.

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
Current Comprehensive Plan
Creekside Commercial Conceptual PUD

Recommendation:
Approve COMP-002721-2026 per Planning Commission and Staff recommendation.

Broken Arrow Planning Commission
04-23-2026

To:	**Chairman and Commission Members**
From:	**Community Development Department**
Title:	
..title	
	Public hearing, consideration, and possible action regarding COMP-002721-2026 (Comprehensive Plan Change), Creekside Commercial Center, 52.6 acres, Level 6 to Level 2 and Level 3, located north of Houston Street (81st Street) and east of the Creek Turnpike (SH-364)
..End	

Background:

Applicant:	Purvi Patel, Wallace Design Collective
Owner:	Broken Arrow Investments, LLC
Developer:	Kenosha Development LLC
Engineer:	Nicole Watts, Wallace Design Collective
Location:	Northwest of the intersection of Houston Street (81st Street) and the Creek Turnpike (SH-364)
Size of Tract	2.42 acres
Number of Lots:	2 lots
Present Zoning:	AG (Agricultural)
Comp Plan:	Level 6 (Regional Commercial/Employment) to Level 3 (Transitional Area) and Level 2 (Urban Residential)

COMP-002721-2026 is a request to change the Comprehensive Plan designation from Level 6 to Level 2 and Level 3 on approximately 52.6 acres which is currently unplatted. The property is located north of Houston Street (81st Street) and east of the Creek Turnpike (SH-364).

The applicant is requesting this change to the comprehensive plan for the purpose of a future rezoning and development of the property. The applicant intends to apply for a Planned Unit Development and Rezoning in the near future.

The "Development Area Plan" document attached details the proposed development areas. Area C is proposed to be the Level 3 area. Area D is proposed to be the Level 2 area. Area A and Area B will be other areas as part of a master planned development.

The comprehensive plan's Transportation Plan Map does describe a "frontage road" connecting from Kenosha Street and Houston Street along the eastside of the Creek Turnpike. This road will be dedicated during the platting process of any future development in the subject area.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use
North	Level 6	AG	Vacant/Agricultural
East	Level 3	AG	Vacant/Agricultural
South	N/A	N/A	Highway Interchange
West	Level 6	IL / PUD-002489-2025	Vacant/Agricultural

According to FEMA Maps, none of this property is located within the 100-year floodplain. Water and Sanitary Sewer are available from the City of Broken Arrow

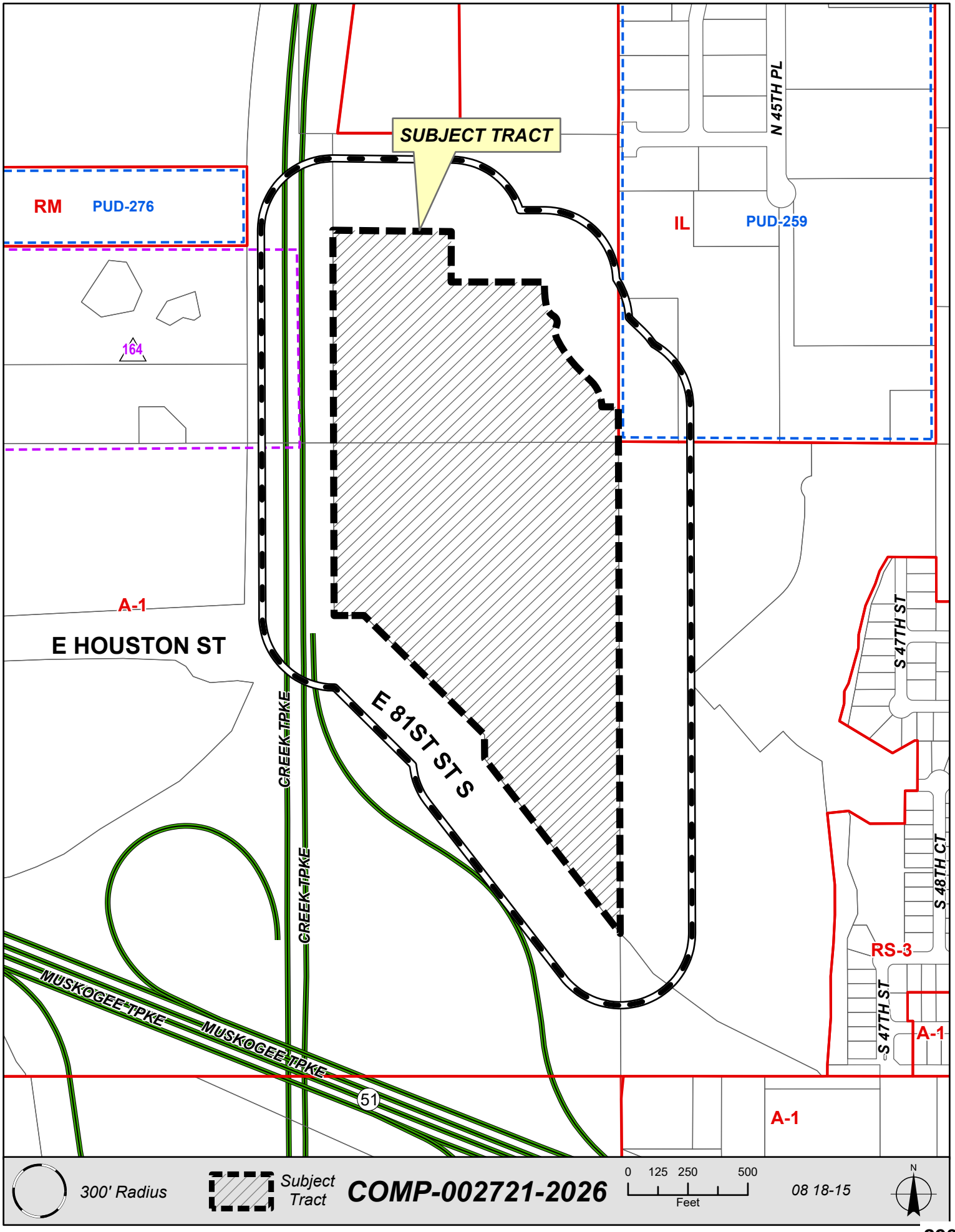
Attachments: Case Map
Aerial
Current Comprehensive Plan Map
Development Area Plan
Transportation Plan Map

Recommendation:
Based on the location of the property and surrounding land uses, Staff recommends COMP-002721-2026 be approved.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel

JAJ


SUBJECT TRACT
RM
PUD-276
IL
PUD-259
N 45TH PL
164
A-1
E HOUSTON ST
E 81ST ST S
CREEK TPKE
CREEK TPKE
S 47TH ST
S 48TH CT
RS-3
S 47TH ST
A-1
MUSKOGEE TPKE
MUSKOGEE TPKE
51
A-1
300' Radius
Subject Tract
COMP-002721-2026
0 125 250 500
Feet
08 18-15
N

Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2025

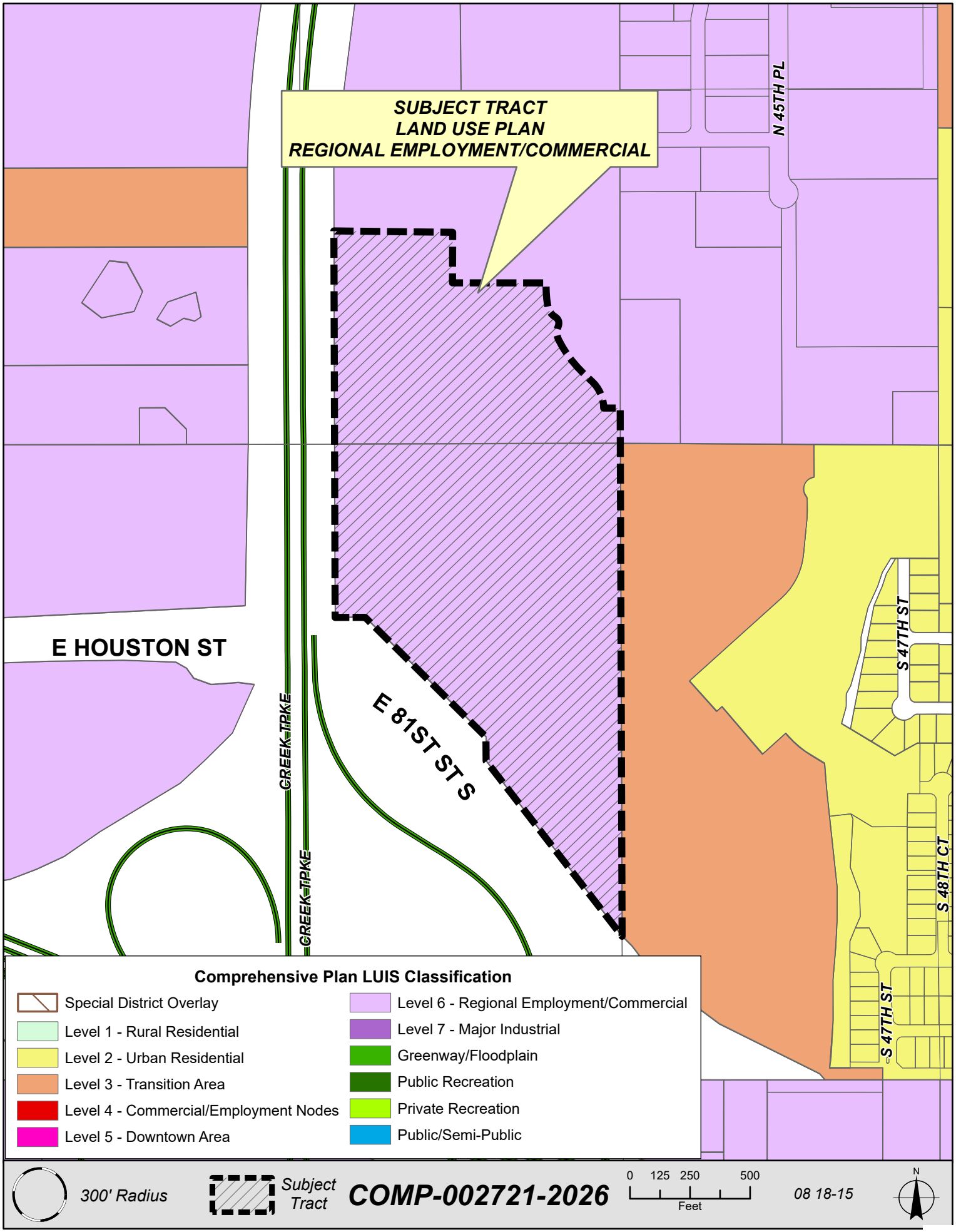
Subject Tract

COMP-002721-2026

0 125 250 500
Feet

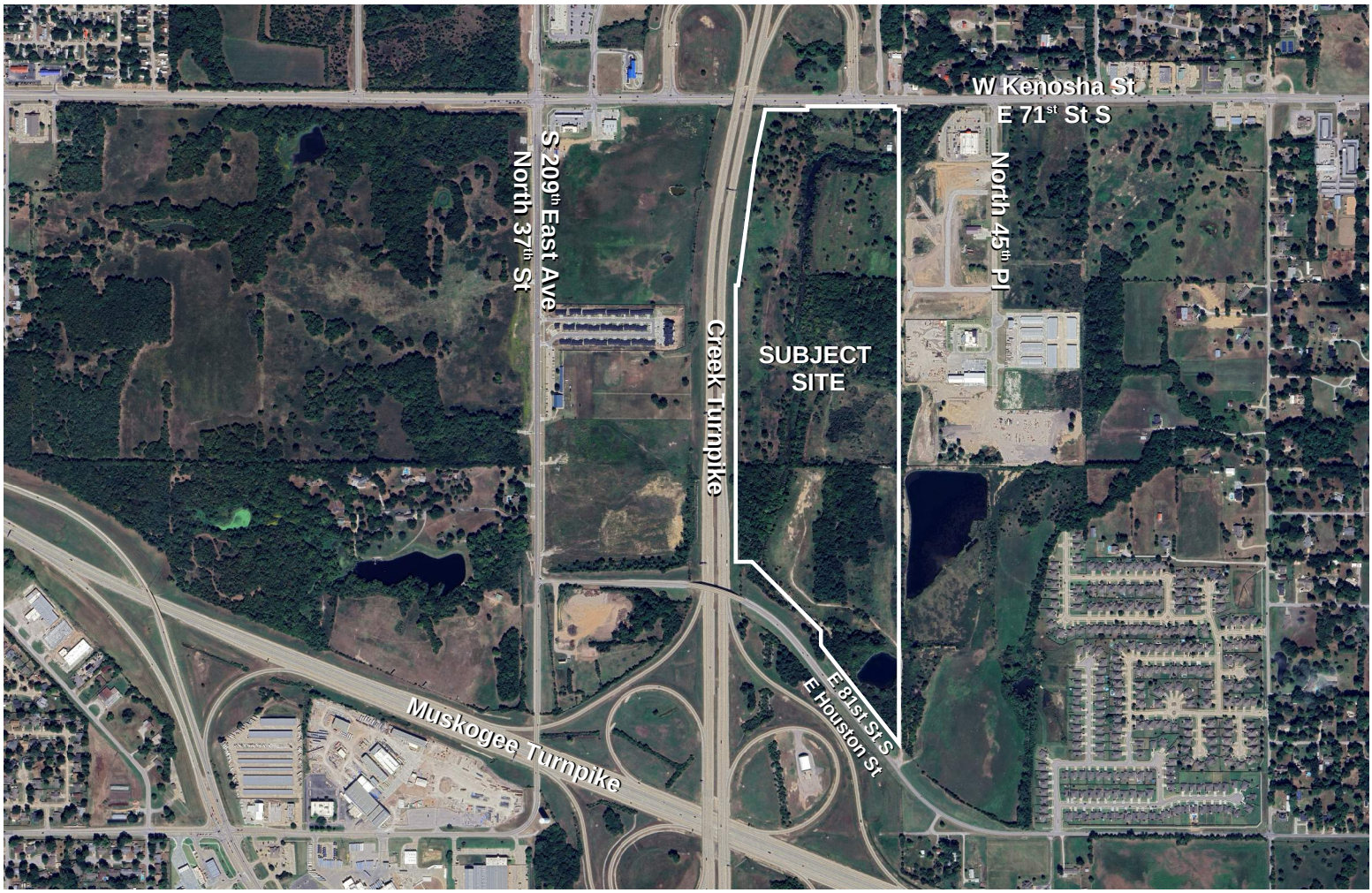
08 18-15

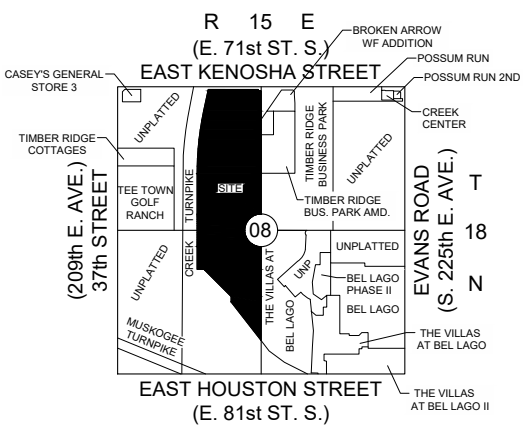
N


SUBJECT TRACT
LAND USE PLAN
REGIONAL EMPLOYMENT/COMMERCIAL
N 45TH PL
E HOUSTON ST
CREEK TPKE
CREEK TPKE
E 81ST ST S
S 47TH ST
S 48TH CT
S 47TH ST
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
COMP-002721-2026
0 125 250 500
Feet
08 18-15
N

PUD-XXXXXX-2026

Creekside Commercial Master Plan
Planned Unit Development





Location Map

OWNER

WOLF CREEK ESTATES LLC
520 N 45TH PLACE
BROKEN ARROW, OK 74014

APPLICANT

WALLACE DESIGN COLLECTIVE, PC
123 N MARTIN LUTHER KING JR BLVD
TULSA, OK 74103

NORTH

MARCH 2026

wallace design collecti 399

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I. LEGAL DESCRIPTION:

Enter boundary legal here.

DRAFT

II. DEVELOPMENT CONCEPT:

Creekside Commercial Development is a 101.9-acre high-end, mixed-use project submitted as a Planned Unit Development (PUD) in accordance with the City of Broken Arrow Zoning Code. Situated east of the Creek Turnpike between East Kenosha Street and East Houston Street, the site is bordered to the east by land zoned A-1 (Agriculture) District, CH (Commercial Heavy) District and IL (Industrial Light) District with a PUD. Property to the west is bounded by the Creek Turnpike, while areas to the north and south remain primarily undeveloped and zoned A-1 (Agriculture) District.

On **[Date]**, 2026, the Broken Arrow City Council approved a Comprehensive Plan amendment for the southern portion of the site, transitioning the designation from Level 6 (Regional Employment/Commercial) to Levels 2 (Urban Residential) and 3 (Transition Area). This change facilitates residential development within the designated areas. Concurrently with this PUD, a rezoning application has been submitted to transition the underlying A-1 (Agricultural) and C-4 (Central Service) Districts to A-1 District and C-4 District to CH (Commercial Heavy) District, I-L (Industrial Light) District, RMF (Residential Multifamily) and RS-C (Single-Family Residential – Compact). This reclassification supports a diverse mixed-use environment comprising high-end commercial, retail, industrial, and single-family residential uses, with potential for multi-family units.

The development is organized into four distinct areas: Development Area A (northwestern portion) focuses on commercial uses surrounding the central jurisdictional stream/waterway; Development Area B (northeastern portion) is dedicated to industrial uses, with the southernmost lot serving as a transition into residential zones; Development Area C (southwestern portion) is reserved for a multi-family development or commercial uses; and Development Area D (southeastern portion) is designated for single-family residential use. A defining feature of the project is the preservation and enhancement of existing jurisdictional stream/waterway areas, which will exceed 15% of the total site area. These natural features will be integrated into the stormwater detention system and improved with walking trails for resident and patron use.

The PUD will be served by public streets, including a primary collector street connecting access points from East Kenosha Street and East Houston Street. Additionally, a secondary connection to the residential development to the east is proposed, subject to a formal agreement between the respective property owners.

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III. DEVELOPMENT STANDARDS

III.A DEVELOPMENT AREA "A" STANDARDS:

Net Land Area:	24.8 acres +/-
Underlaying Zoning:	Unless otherwise specified, the CH District standards and regulations shall apply.
Permitted Uses:	
○ Government administration & civic buildings ○ Municipal or community recreation center ○ Places of assembly ○ Public safety facility ○ Art gallery or museum, public ○ Library, public ○ Medical office or clinic ○ Community playfields and parks ○ Broadcasting or recording studio (no tower) ○ Animal Pet Shop, Retail ○ Veterinary clinic/animal hospital ○ Financial institution, with drive-thru ○ Financial institution, without drive-thru ○ Bar/Nightclub ○ Catering Service ○ Fruit and vegetable market ○ Restaurant, drive-in ○ Restaurant, without drive- thru ○ Restaurant, with drive-thru ○ Micro food and beverage production ○ Brewery/Winery ○ Office, business or professional ○ Research laboratory ○ General outdoor recreation	○ Golf course or driving range, lighted ○ Major entertainment facility, outdoor ○ Art gallery or museum, private ○ Fitness & recreational sports center ○ General indoor recreation ○ Major entertainment facility, indoor ○ Theater ○ Dry cleaning and laundry service ○ General personal services ○ Instructional services ○ Alcoholic beverages, retail sale ○ Convenience store with drive-thru and/or gas sales ○ Horticulture nursery sales ○ Open-air market or flea market ○ Retail, general ○ Retail, large ○ Car wash, automatic ○ Car wash, self-service ○ Car wash, full-service ○ Gasoline sales ○ Parking structure ○ Hotel or motel ○ Office warehouse
Lot Area:	None
Minimum Frontage on Interior Street:	100 feet
Maximum Building Coverage:	None
Maximum Building Height:	○ 2 stories or 35 feet for buildings abutting the residential development area. ○ No limitations for all others.
Minimum Yard Setbacks: Other than the setback listed below, there shall be no internal setbacks within the development, other than those required to meet building and fire code.	
From East Kenosha Street:	35 feet

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From internal roads/streets:	20 feet
Rear lots:	20 feet
Lot line(s) abutting the residential development area:	25 feet
Off-street Parking:	Vehicular parking will be as required for the applicable use type as set forth within the City of Broken Arrow Code. Bicycle parking shall be limited to 1 per 2,500 square feet for all uses, unless the City of Broken Arrow Code has a less restrictive bicycle parking requirement. Cross parking will be allowed within Development Area A and B.
Other Bulk and Area Requirements:	As required within the CH District
Exterior Materials:	Structures proposed on lots directly abutting the Creek Turnpike right-of-way shall meet the Highway Design Overlay District requirements. All other structures shall meet the Broken Arrow Code requirements for building materials.
Screening:	Outdoor storage areas shall be screened from view from all property lines and adjacent rights-of-way by an opaque fence or wall between six feet and eight feet in height that incorporates at least one of the predominant materials and one of the predominant colors used in the primary structure.
Signage:	All signage shall meet the requirements of the City of Broken Arrow Code. One monument sign listing the businesses and uses within Development Areas A, B and C shall be allowed along East Kenosha Street and East Houston Streets. These signs shall not exceed 100 square feet. One monument, pole or billboard sign shall be allowed along the Creek Turnpike frontage within this development area. Sign size and height shall be in accordance to code requirements.
Landscape Buffer:	There shall be no landscape edge of buffer requirements in Development Area A. A Greenbelt with a walking-trail will be provided within this Development Area. The exact size and trail details shall be addressed during platting.

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III.B DEVELOPMENT AREA "B" STANDARDS:

Net Land Area:	24.5 acres +/-
Underlaying Zoning:	Unless otherwise specified, the IL District standards and regulations shall apply.

Permitted Uses:

- ○ Government administration and civic buildings
- ○ Municipal or community recreation center
- ○ Public safety facility
- ○ Community playfields and Parks
- ○ Soup Kitchen
- ○ Broadcasting or recording studio (no tower)
- ○ Animal Pet Shop, Retail
- ○ Animal training school
- ○ Kennel
- ○ Veterinary clinic/animal hospital
- ○ Financial institution, with drive-thru
- ○ Financial institution, without drive-thru
- ○ Micro food and beverage production
- ○ Brewery/Winery
- ○ Office, business or professional
- ○ Research laboratory
- ○ General outdoor recreation
- ○ Golf course or driving range, lighted
- ○ Major entertainment facility, outdoor
- ○ Fitness & recreational sports center
- ○ General indoor recreation
- ○ Major entertainment facility, indoor
- ○ Dry cleaning and laundry service
- ○ General personal services
- ○ Instructional services
- ○ Convenience store with drive-thru and/or gas sales
- ○ Horticulture nursery sales
- ○ Open-air market or flea market
- ○ Retail, general
- ○ Boat and/or RV storage
- ○ Car wash, automatic
- ○ Car wash, self-service
- ○ Car wash, full-service
- ○ Gasoline sales
- ○ Parking structure
- ○ Vehicle service and repair, major (ODOT-Approved Vehicles)
- ○ Vehicle service and repair, minor
- ○ Hotel or motel
- ○ General industrial service
- ○ Assembly light
- ○ Artisan manufacturing
- ○ Manufacturing, light
- ○ Fulfillment Center (Less than 100,000 sq. ft.)
- ○ Mini-storage
- ○ Motor freight terminal
- ○ Office warehouse
- ○ Storage yard
- ○ Warehouse

***** The southernmost lots within this development area, adjacent to the residential development area, shall be limited to commercial type uses only.

Lot Area:	None
Minimum Frontage on Interior Street:	50 feet
Maximum Building Coverage:	None

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Maximum Building Height:	○ 2 stories or 35 feet for buildings abutting the residential development area. ○ No limitations for all others.
Minimum Yard Setbacks: Other than the setback listed below, there shall be no internal setbacks within the development, other than those required to meet building and fire code.	
From internal roads/streets:	20 feet
Rear lots:	20 feet
Lot line(s) abutting the residential development area:	25 feet
Off-street Parking:	Vehicular parking will be as required for the applicable use type as set forth within the City of Broken Arrow Code. Bicycle parking shall be limited to 1 per 2,500 square feet for ONLY commercial uses, unless the City of Broken Arrow Code has a less restrictive bicycle parking requirement. Industrial uses shall not have a bicycle parking requirement. Cross parking will be allowed within Development Area A and B.
Other Bulk and Area Requirements:	As required within the IL District
Exterior Materials:	All structures shall meet the Broken Arrow Code requirements for building materials.
Screening:	Outdoor storage areas shall be screened from view from all property lines and adjacent rights-of-way by an opaque fence or wall between six feet and eight feet in height that incorporates at least one of the predominant materials and one of the predominant colors used in the primary structure.
Signage:	All signage shall meet the requirements of the City of Broken Arrow Code. One monument sign listing the businesses and uses within Development Areas A, B and C shall be allowed along East Kenosha Street and East Houston Streets. These signs shall not exceed 100 square feet.
Landscape Buffer:	There shall be no landscape edge of buffer requirements in Development Area B.

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III.C DEVELOPMENT AREA "C" STANDARDS:

Net Land Area:	8.2 acres +/-
Underlaying Zoning:	Unless otherwise specified, the RMF District standards and regulations shall apply.
Permitted Uses:	
○ Dwelling, multi-family ○ Government administration & civic buildings ○ Municipal or community recreation center ○ Places of assembly ○ Public safety facility ○ Art gallery or museum, public ○ Library, public ○ Medical office or clinic ○ Community playfields and parks ○ Broadcasting or recording studio (no tower) ○ Animal Pet Shop, Retail ○ Veterinary clinic/animal hospital ○ Financial institution, with drive-thru ○ Financial institution, without drive-thru ○ Bar/Nightclub ○ Catering Service ○ Restaurant, without drive- thru	○ Micro food and beverage production ○ Office, business or professional ○ General outdoor recreation ○ Art gallery or museum, private ○ Fitness & recreational sports center ○ General indoor recreation ○ Theater ○ Dry cleaning and laundry service ○ General personal services ○ Instructional services ○ Alcoholic beverages, retail sale ○ Convenience store with drive-thru and/or gas sales ○ Retail, general ○ Parking structure ○ Hotel or motel
Lot Area:	○ 2,300 square feet per multi-family dwelling unit ○ None for any other uses
Minimum Frontage on Interior Street:	200 feet all uses
Maximum Building Coverage:	70% for all uses
Maximum Number of Dwelling Units:	155 dwelling units
Maximum Building Height:	Multi-family buildings shall be limited to 4-storys. There shall be no minimum height for all other uses within this development area.
Minimum Yard Setbacks:	
From interior street (north):	20 feet
Eastern Boundary of Development Area C:	20 feet
Western Boundary of Development Area C:	20 feet
Southern Boundary of Development Area C:	None

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Off-street Parking:	Vehicular parking will be as required for the applicable use type as set forth within the City of Broken Arrow Code. Bicycle parking shall be 1 per 40 units, with a minimum of 4 spaces.
Other Bulk and Area Requirements:	As required within the RMF District
Exterior Materials:	Structures proposed on lots directly abutting the Creek Turnpike right-of-way shall meet the Highway Design Overlay District requirements. All other structures shall meet the Broken Arrow Code requirements for building materials.
Screening:	Outdoor storage areas and trash enclosures shall be screened from view from all property lines and adjacent rights-of-way by an opaque fence or wall between six feet and eight feet in height that incorporates at least one of the predominant materials and one of the predominant colors used in the primary structure.
Signage:	All signage shall meet the requirements of the City of Broken Arrow Code. One monument sign listing the businesses and uses within Development Areas A, B and C shall be allowed along East Kenosha Street and East Houston Streets. These signs shall not exceed 100 square feet.
Landscape Buffer:	There shall be no landscape edge of buffer requirements in Development Area C.

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III.D DEVELOPMENT AREA "D" STANDARDS:

Net Land Area:	44.4 acres +/-
Underlaying Zoning:	Unless otherwise specified, the RS-C District standards and regulations shall apply.
Permitted Uses:	Dwelling, single-family detached
Lot Area:	4,000 square feet
Minimum Frontage:	40 feet
Maximum Building Coverage:	55%
Minimum Common Open Space:	15%
Maximum Building Height:	35 feet
Minimum Yard Setbacks:	
Front:	20 feet
Corner or adjacent to public street:	15 feet
Side (one, total):	5 feet; 10 feet
Rear:	15 feet
Off-street Parking:	Parking will be as set forth within the City of Broken Arrow Code.
Other Bulk and Area Requirements:	As required within the RS-C District
Exterior Materials:	At least sixty percent (60%) of the exterior of the building, excluding doors and windows, shall be constructed of but not limited to masonry, concrete panels, Exterior Insulated Finished Systems, and/or stucco. In addition, twenty percent (20%) of the street facing facade shall be constructed of natural brick or masonry rock.
Screening:	There shall be no screen requirements.
Signage:	All signage shall meet the requirements of the City of Broken Arrow Code.
Landscape Buffer:	There shall be no landscape edge of buffer requirements in Development Area D. A Greenbelt with a walking-trail will be provided along the western boundary of this Development Area. The exact size and trail details shall be addressed during platting.

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IV. ACCESS AND CIRCULATION:

The subject property maintains significant arterial presence, featuring approximately 950 linear feet of frontage along East Kenosha Street and approximately 1,820 linear feet along East Houston Street. Primary ingress and egress shall be facilitated via two strategically positioned access points—one on each respective frontage—interconnected by a dedicated collector street designed to streamline internal circulation. Furthermore, the developer shall establish Limits of No Access (LNA) along the remaining extents of both frontages.

Internal parcels within the development will be served by a network of a public collector street and local streets that will be complaint with the Broken Arrow City Code and applicable municipal regulations. A secondary connection to the residential development situated to the east is envisioned via the collector street, contingent upon an agreement between the respective property owners. To maintain the safety and efficiency of the primary internal corridor, individual residential driveway access to the collector street shall be prohibited. Consequently, the length of said residential collector may exceed standard block length requirements, provided it is limited to a maximum of 1,850 feet prior to encountering a designated intersection or horizontal roadway curvature.

V. SIDEWALKS:

Sidewalks shall be provided on both sides of all internal streets in accordance with the City of Broken Arrow Subdivision Regulations, as illustrated on the Conceptual Site Plan. Additionally, a sidewalk shall be provided along the East Kenosha frontage of this PUD. No sidewalk improvements or connectivity shall be required along the East Houston Street frontage.

VI. LANDSCAPING/GREENBELT:

Landscape design shall comply with the City of Broken Arrow Code, except where specifically modified by this PUD. A greenbelt featuring walking trails shall be established within Development Areas A and D, as depicted on the Conceptual Site Plan; specific dimensions and trail specifications will be finalized during the platting process.

VII. PRIVATE AMENITIES:

Not less than 15% of the net land area within the PUD shall be preserved as common open space for the enjoyment of the residents and patrons of this development. These areas may include, but are not limited to, walking trails, onsite stormwater detention pond reserve areas and landscaped areas. All City of Broken Arrow engineering standards shall be met for the detention pond reserve areas.

VIII. TOPOGRAPHY, UTILITIES, AND DRAINAGE:

The site is bisected by a USGS blue-line stream/waterway, although no FEMA-designated flood zones are present. This stream/waterway will be preserved and enhanced as a natural amenity for residents and patrons. Existing drainage patterns shall be maintained, with an internal stormwater collection system engineered to convey runoff to established drainage areas in accordance with City of Broken Arrow design standards. A comprehensive hydraulic analysis will be submitted for municipal review and approval during the formal engineering phase.

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The development will be served by public water and sanitary sewer systems. Necessary agreements between the City of Broken Arrow, the Rural Water District, and the developer shall be finalized and approved during the engineering phase.

IX. SCHEDULE OF DEVELOPMENT AND PHASING:

Initial site development is anticipated to commence in late 2026, market conditions permitting.

Phasing shall be permitted within this PUD and shall be determined during the platting process.

X. PLATTING:

No building permit shall be issued until the PUD project area has been included within a subdivision plat submitted to and approved by the Broken Arrow Planning Commission and the Broken Arrow City Council, and duly filed of record. The property shall be platted in accordance with the City of Broken Arrow subdivision code. The deed of dedication of the required subdivision plat shall include covenants of record, enforceable by the City of Broken Arrow, setting forth the development standards of the planned unit development.

XI. EXHIBITS:

The following exhibit are hereby attached and incorporated into this PUD. These exhibits are:

- Exhibit A: Aerial Photography and Boundary Depiction
- Exhibit B: Existing Zoning Map
- Exhibit C: Existing Land Use Map
- Exhibit D: Conceptual Site Plan
- Exhibit E: Development Areas Plan
- Exhibit F: Conceptual Utilities Plan

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exp: 6-30-27

EXHIBIT 'A'

AERIAL PHOTOGRAPHY AND BOUNDARY DEPICTION

CREEKSIDE COMMERCIAL MASTER PLAN

PUD-XXXXXX-2026

Date: February 27, 2026

\\civil-server\projects\2540519 Broken Arrow Master Development\04 Production\04 PUD Exhibits\2540519 Exhibit A-Aerial & Boundary.dwg

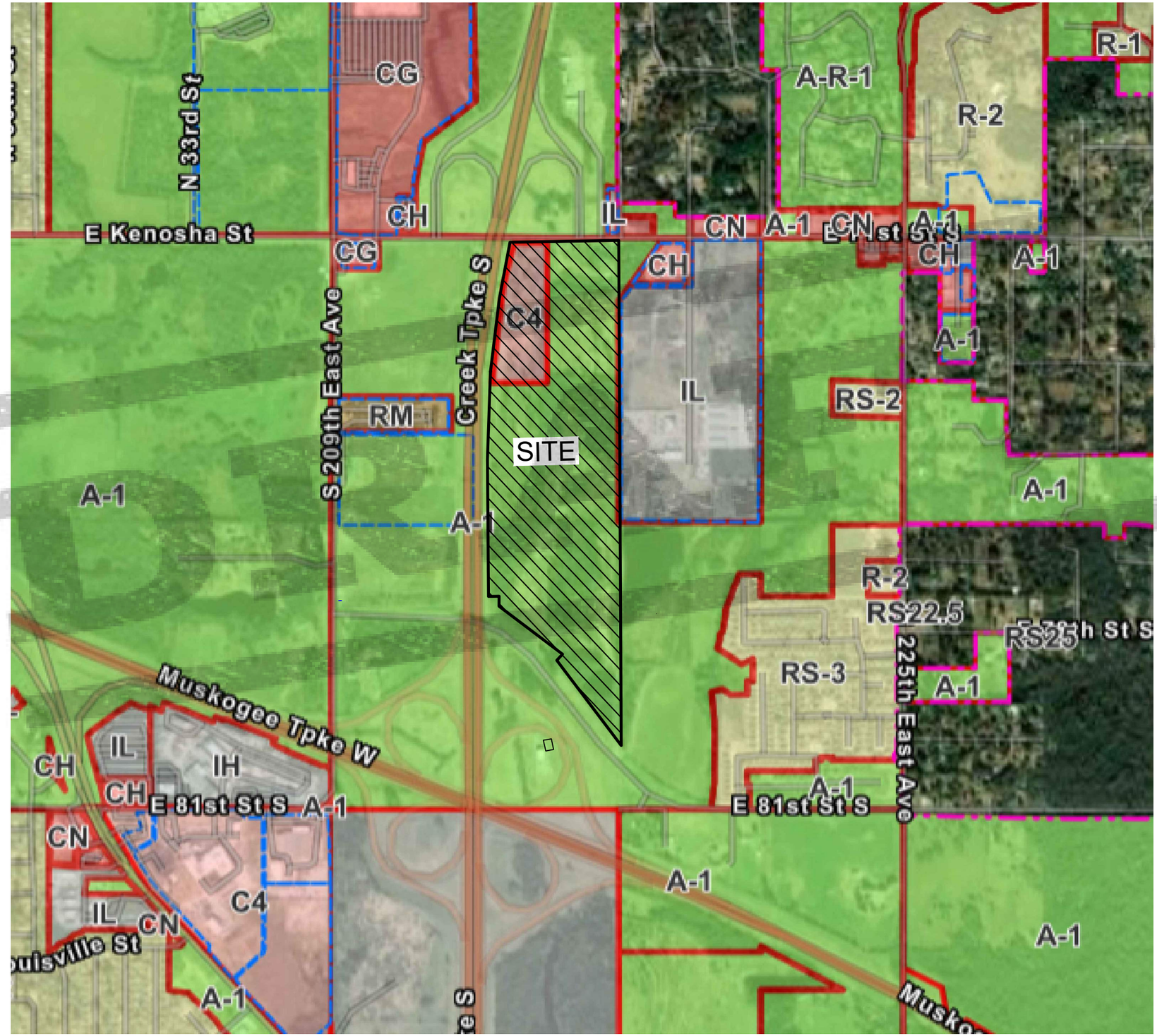

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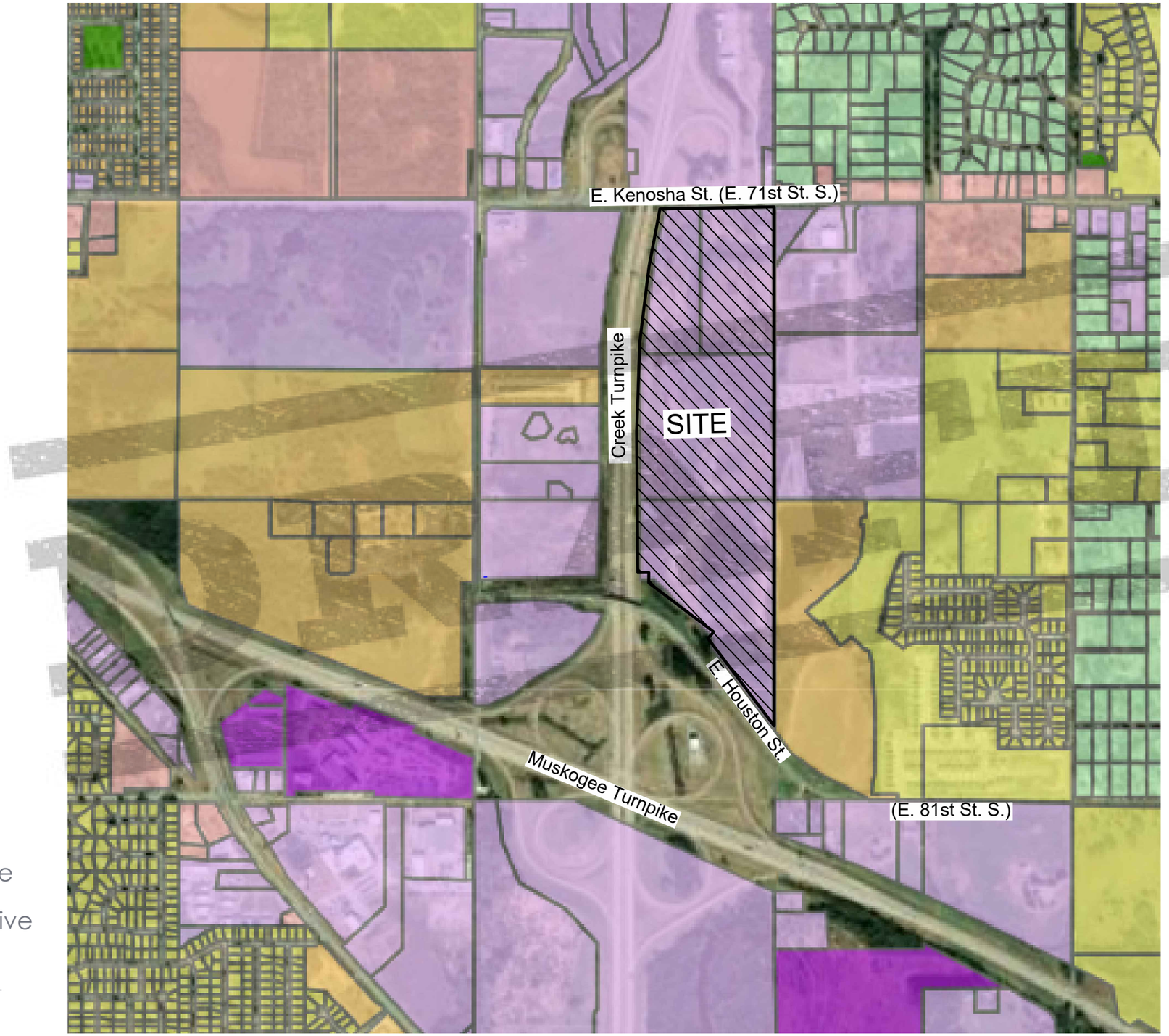
EXHIBIT 'B'

EXISTING ZONING

CREEKSIDE COMMERCIAL MASTER PLAN

PUD-XXXXXX-2026

Date: February 27, 2026



LUIS Classification

- Level 1 - Rural Residential
- Level 2 - Urban Residential
- Level 3 - Transition Area
- Level 4 - Commercial/Employment Nodes
- Level 5 - Downtown Area
- Level 6 - Regional Employment/Commercial
- Level 7 - Major Industrial
- Greenway/Floodplain
- Private Recreation
- Public Recreation
- Public/Semi-Public
- others

EXHIBIT 'C'
EXISTING LAND USE
CREEKSIDE COMMERCIAL MASTER PLAN

PUD-XXXXXX-2026

Date: February 27, 2026

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EXHIBIT 'D'

CONCEPTUAL SITE PLAN

CREEKSIDE COMMERCIAL MASTER PLAN

PUD-XXXXXX-2026

Date: February 27, 2026

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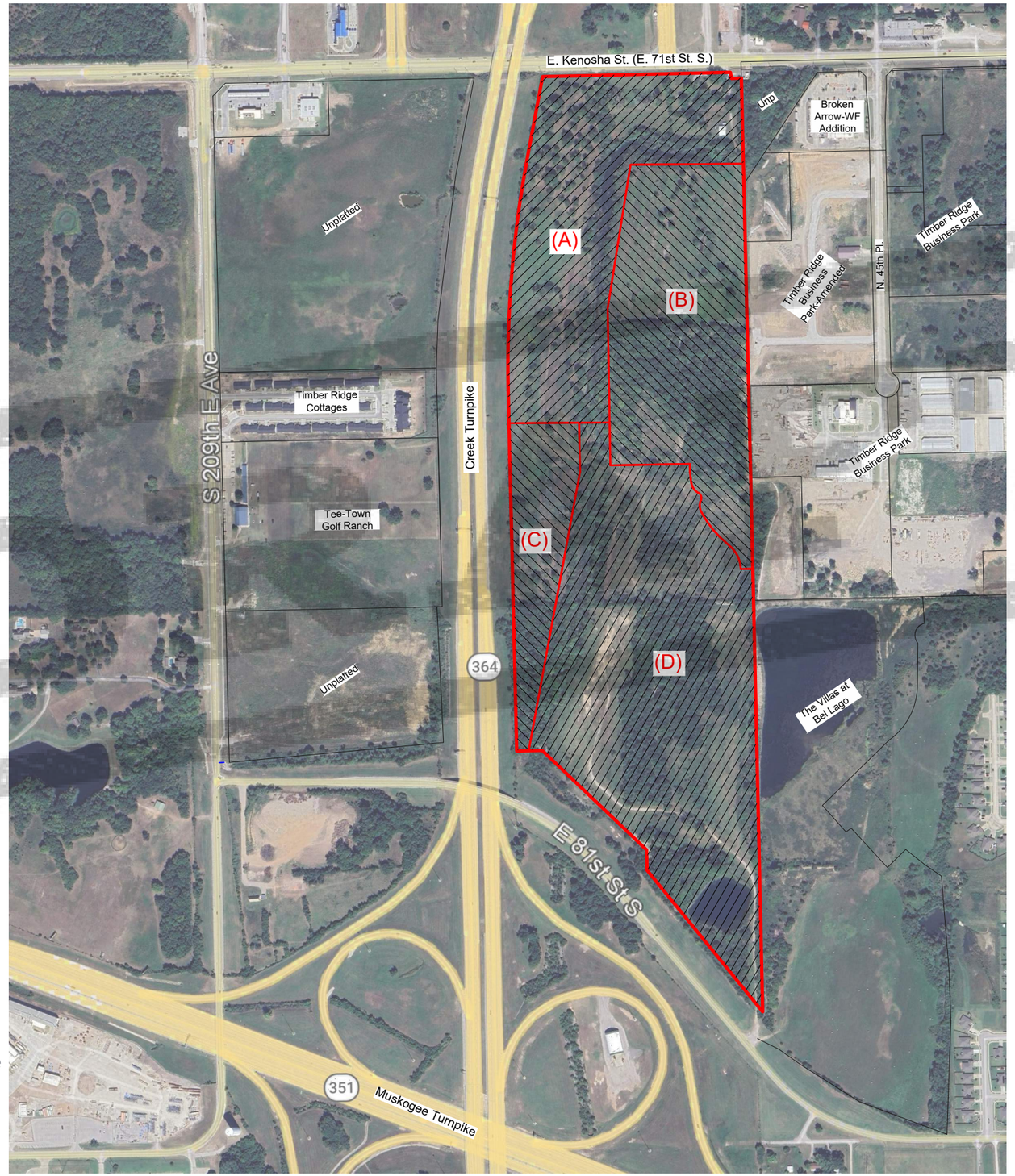

DEVELOPMENT AREA A
24.84 ACRES

DEVELOPMENT AREA B
24.47 ACRES

DEVELOPMENT AREA C
8.19 ACRES

DEVELOPMENT AREA D
44.41 ACRES

EXHIBIT 'E'
DEVELOPMENT AREA PLAN

CREEKSIDE COMMERCIAL MASTER PLAN

PUD-XXXXXX-2026

Date: February 27, 2026

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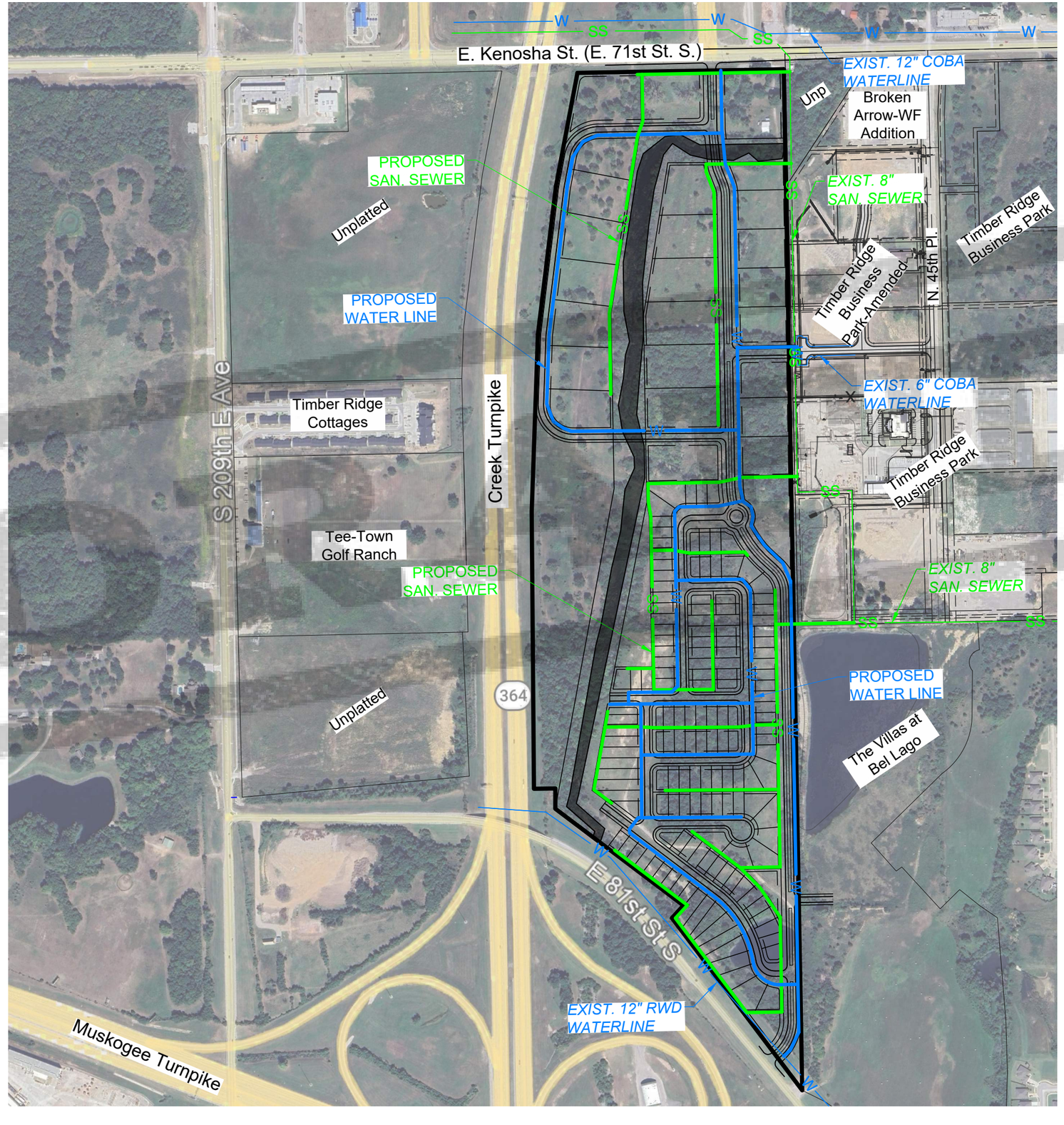

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EXHIBIT 'F'

CONCEPTUAL UTILITY PLAN

CREEKSIDE COMMERCIAL MASTER PLAN

PUD-XXXXXX-2026

Date: February 27, 2026

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City of Broken Arrow

Request for Action

File #: 26-722, **Version:** 1

Broken Arrow City Council
05-19-2026

Title:

Public hearing, consideration, and possible action of regarding PUD-002519-2025 and BAZ-002633-2026, and abrogation of PUD-307, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one-quarter mile east of Olive Avenue (129th E Avenue)

Background:

PUD-002519-2025 is a planned unit development for a single-family residential development. This property is located north of Tucson Street (121st Street) and approximately one-quarter mile east of Olive Avenue (129th Avenue). The land is currently unplatted and is 90.33 acres in size before ROW dedications are accounted for.

PUD-307 was created for a master development including multifamily residential and commercial uses. PUD-307A amended this PUD and changed the planned location of the multifamily development to where the now constructed multifamily development, The Trails at Aspen Creek, is located. Along with PUD-2519-2025 is a request to abrogate the portion of PUD-307 that is on this property.

BAZ-002633-2026 is a rezoning request to change the zoning of the property from CH (Commercial Heavy) to RS-C (Single-family residential - Compact). This area is currently classified as Level 2 - Urban Residential under the Land Use Intensity System via COMP-001296-2024 that was approved by City Council on May 7th, 2024. And this Comprehensive Plan designation does support this rezoning request to RS-C.

This proposed PUD development details that the maximum number of dwelling units (lots) is 350. With 225 of those dwelling units (lots) having a width of at least 52 feet in width and the remaining 125 lots having a width of at least 60 feet in width. The minimum lot size for all lots would be 6,000 square feet. Building setbacks would be 20 feet from the rear lot lines, 5 feet from the side lot lines, and 25 feet from the front lot lines.

Due to the amount of land area needed to be dedicated for the Tucson Street right-of-way and the future Creek Turnpike Frontage Road right-of-way, staff and the applicant have come to a compromise of a modification of the open space standards for RS-C developments. Normally, RS-C developments have a 15 percent open space requirement, however this development does include 125 lots with a minimum width of 60 feet in width, aligning with RS standards. RS has no open space requirements. Considering the above specifics, staff and the applicant have reached a compromise of eight percent open space requirement of the gross development area. This open space would still need to meet the other requirements for open space (floodplain, usability, accessibility, etc.).

There have been previous discussions on the widening of Tucson St (arterial road to the south of PUD area) and this housing development. On April 7, 2026, voters in the City of Broken Arrow approved Proposition 1 of the Broken Arrow GO Bond package which included bond funding for reconstruction and widening improvements to the intersection of Tucson Street (121st Street) and Olive Avenue (129th E Avenue) and on Tucson Street (121 st Street) between Olive Avenue (129th E Avenue) and Aspen Avenue (145th E Avenue).

The initial public hearing for this request was held during the February 26, 2026, Planning Commission meeting. An adjacent property owner spoke with concerns about potential drainage impacts from the development. Planning Commission members posed questions regarding the need for a frontage road dedication, the existing billboards on this site along the Creek Turnpike, and a preference for a mix of lot sizes. The item was tabled to allow the applicant time to revise the PUD document and conceptual site layout. The revised conceptual plan includes an 80-foot-wide frontage road dedication as well as a reserve area for the existing billboards on the site. The revised project was reviewed at the April 23, 2026, Planning Commission meeting where it was recommended for approval (5-0 vote). No members of the public spoke in favor or in opposition to this request.

This item was heard at the May 5, 2026, City Council meeting where two members of the public expressed concerns about traffic, the narrowness of Tucson Street, and school overcrowding. An additional member of the public contacted the city to state that he could not attend the May 5, 2026, meeting but would like to speak at the May 19th, 2026, City Council meeting. This item was tabled to the May 19, 2026 agenda (5-0 vote).

Cost:	$0
Funding Source:	-
Requested By:	Rocky Henkel, Community Development Director
Approved By:	City Manager's Office
Attachments:	Published Planning Commission Staff Report Case Map Comprehensive Plan Map Aerial Photo Aspen Creek Villas Development Outline

Recommendation:
Approve PUD-002519-2025, BAZ-002633-2026, and abrogation of PUD-307 per Staff and Planning Commission recommendations.

Broken Arrow Planning Commission
04-23-2026

To:	**Chair and Commission Members**
From:	**Community Development Department**
Title:	

..title

Public hearing, consideration, and possible action regarding PUD-002519-2025, major amendment to PUD-307, and BAZ-002633-2026, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential – Compact (RS-C), located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue).

..End

Background:

Applicant:	Alan Betchan, AAB Engineering, LLC
Owner:	Chuck Ramsey, S & R Development
Developer:	Chuck Ramsey, S & R Development
Engineer:	Alan Betchan, AAB Engineering, LLC
Location:	North of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue).
Size of Tract	90.33 acres
Present Zoning:	Commercial Heavy (CH) and PUD-307
Proposed Zoning:	RS-C and PUD-002519-2025
Comp Plan:	Level 2 – via COMP-001296-2024

PUD-002519-2025 is a major amendment to PUD-307. This property is located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue). The land is currently unplatted and is 90.33 acres in size before ROW dedications are accounted for.

PUD-307 was created for a master development including multifamily residential and commercial uses. PUD-307A amended this PUD and changed the planned location of the multifamily development to where the now constructed multifamily development, The Trails at Aspen Creek, is located. This PUD and rezoning request propose to abandon the commercial development portion of PUD-307 in favor of single-family residential development.

BAZ-002633-2026 is a rezoning request to change the zoning of the property from CH (Commercial Heavy) to RS-C (Single-family residential – Compact). This area is currently classified as Level 2 – Urban Residential under the Land Use Intensity System via COMP-001296-2024 that was approved by City Council on May 7th, 2024. And this Comprehensive Plan designation does support this rezoning request to RS-C.

This proposed PUD development details that the maximum number of dwelling units (lots) is 350. With 225 of those dwelling units (lots) having a width of at least 52 feet in width and the remaining 125 lots having a width of at least 60 feet in width. The minimum lot size for all lots would be 6000 square feet. Building setbacks would be 20 feet from the rear lot lines, 5 feet from the side lot lines, and 25 feet from the front lot lines.

The development outlines a request for zero requirement of open space area. However, staff is requesting that some percentage of land developed for housing is set aside as common open space with requirements as described in Section 3-1-3.G (Open Space Development Standards). This section regulates what land can be considered as open space and how it can be used. A development under the RS-C zoning would be required to dedicate 15 percent of development areas as open space. The applicant has stated that the intention is to provide livable open space on each lot as outlined in Section 2-6-2.1.d of the Zoning Ordinance. Staff recommends that common open space also be provided. This could be accomplished by incorporating trails around ponds, providing a neighborhood park or another open space amenity.

Additionally, staff requests that there be additional information included on how the frontage road along the Creek Turnpike will be accounted for in this development as identified in the Transportation Plan of the NEXT Comprehensive Plan. While the property owner will not be required to build the frontage road, dedication of the 80-foot-wide Right-of-Way is required. The property owner to the east of this property has dedicated an 80-foot-wide Right-of-Way.

There have been previous discussions on the widening of Tucson St (arterial road to the south of PUD area) and this housing development. On April 7, 2026, voters in the City of Broken Arrow approved Proposition 1 of the Broken Arrow GO Bond package which included bond funding for reconstruction and widening improvements to the intersection of Tucson Street (121st Street) and Olive Avenue (129th E Avenue) and on Tucson Street (121st Street) between Olive Avenue (129th E Avenue) and Aspen Avenue (145th E Avenue).

Should this PUD and Rezoning be approved, the development will be required to provide connectivity to adjacent properties in accordance with Action Item LU2-4 of the NEXT Comprehensive Plan which states that new development provide access to more than one roadway to allow for ingress and egress at multiple points and to help alleviate traffic congestion. Further, Transportation and Mobility Policy M15 states that neighborhoods shall be linked together to provide ease of access for pedestrians, bicyclists, and public vehicles, including police, fire, sanitation, school buses, and utility vehicles.

The initial public hearing for this request was held during the February 26, 2026, Planning Commission meeting. An adjacent property owner spoke with concerns about potential drainage impacts from the development. After much discussion, the item was tabled to the March 26, 2026, Planning Commission meeting to allow the applicant time to address dedication of Right-of-Way for a Creek Turnpike frontage road, access to existing billboards, and to consider a mix of lot sizes. The item was tabled again to the April 23, 2026, meeting. The applicant has made some revisions to the development outline.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use
North	Level 7 and FD, Level 3 - Transition Area	AG – Agriculture & IL – Industrial light	Creek Turnpike, Innovation District and Vacant beyond
East	Level 6 - Regional Employment/Commercial	RM – Residential Multifamily/PUD-307A	Residential Multifamily
South	Level 2 - Urban Residential	RS – Residential Single-Family	Tucson St. (121st Street) and Residential Single-Family beyond
West	Level 3 – Transition Area and Greenway/Floodplain	AG – Agriculture	Golf Course

According to FEMA maps, no portion of the property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow.

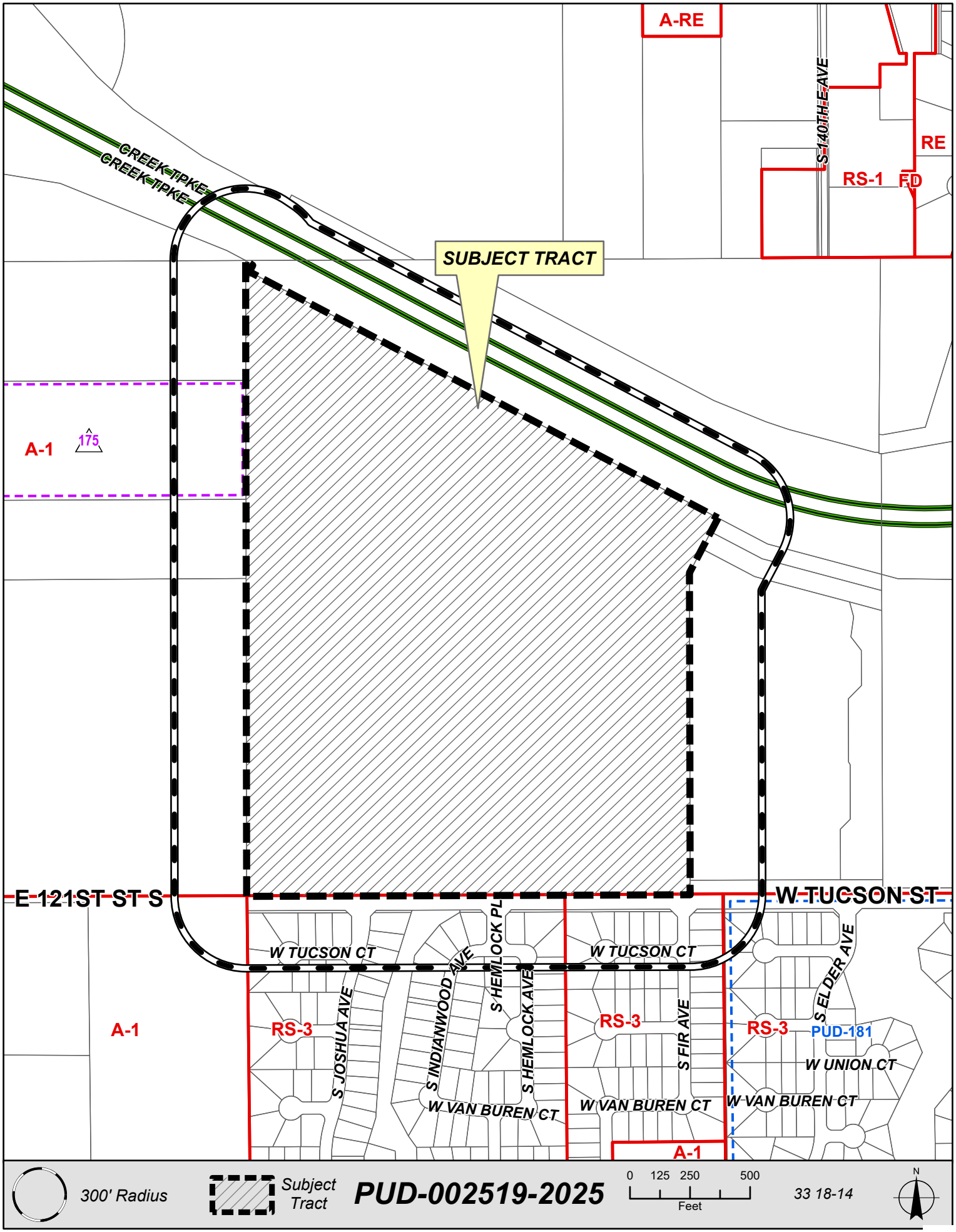
Attachments: Case
Map
Aerial
Development Outline
Transportation Plan Map from Comprehensive Plan
Planning Commission Meeting Minutes from February 26, 2026

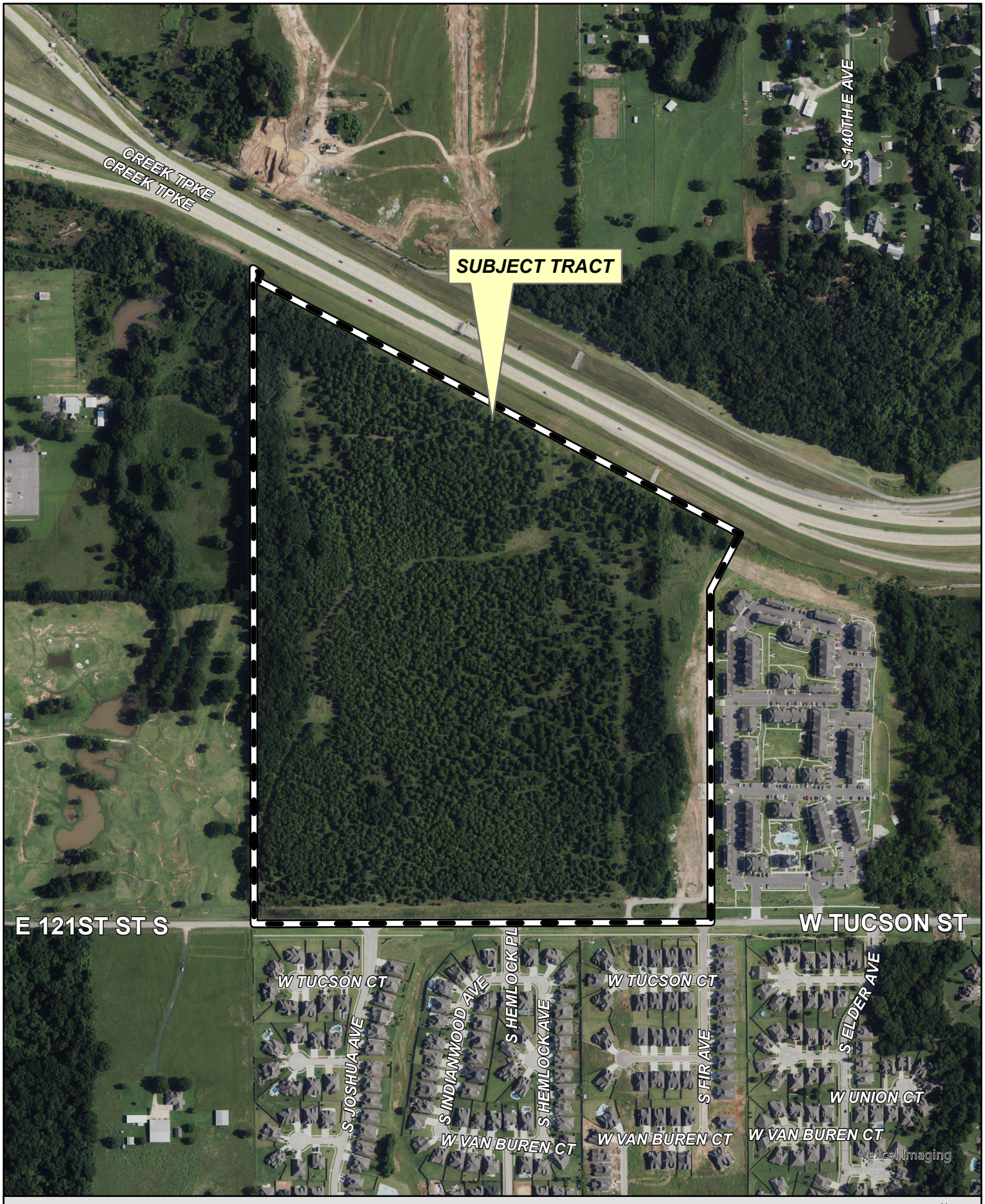
Recommendation:
Based upon the location of the property, surrounding land uses, existing and planned transportation infrastructure, Staff recommends that PUD-002519-2025 and BAZ-002633-2026 be approved subject to open space, frontage road, and density requirements being discussed by the Planning Commission.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel

JAJ


A-RE
S 140TH E AVE
RE
RS-1
FD
CREEK TPKE
CREEK TPKE
SUBJECT TRACT
A-1
175
E 121ST ST S
W TUCSON ST
W TUCSON CT
W TUCSON CT
S HEMLOCK PL
S INDIANWOOD AVE
S HEMLOCK AVE
S JOSHUA AVE
S FIR AVE
S ELDER AVE
RS-3
RS-3
RS-3
PUD-181
W UNION CT
W VAN BUREN CT
W VAN BUREN CT
W VAN BUREN CT
A-1
A-1
300' Radius
Subject Tract
PUD-002519-2025
0 125 250 500
Feet
33 18-14
N



Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2024

Subject Tract

PUD-002519-2025

0 125 250 500
Feet

33 18-14

N

Aspen Creek Villas

Planned Unit Development

PUD-002519-2025

Prepared

April 15, 2026

Location

Part of the south half of Section Thirty Three (33), Township Eighteen (18) North, Range Fourteen(14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma. This PUD contains 90.33 +/- Acres.

Owner

S&R Development LLC
1420 W. Kenosha St.
Broken Arrow, OK 74102

Prepared By:
AAB Engineering, LLC

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

Development Concept

PUD-002519-2025 is an approximately 90-acre development on the north side of Tucson Street between Olive Avene and Aspen Ave in Broken Arrow. Exhibit B depicts the project area relative to the surrounding areas. The PUD is presented along with a rezoning application to rezone the entire parcel to RS-C. The site is currently zoned PUD-307 (subject to platting) which is a planned unit development overlay of Commercial Heavy (CH) and Residential Multifamily (RM) zoning. That PUD was amended to PUD 307A in conjunction with the development of the apartment project The Trails at Aspen Creek which lies along the east side of this project. We propose to abandon the remainder of PUD 307. In early 2024 a comprehensive plan amendment was filed requesting the property be reclassified from Level 6 to Level 2 in preparation for this PUD application. That application, COMP-001296-2024, was approved by the Broken Arrow City Council on May 7th, 2024.

The general purpose of this project is to provide an affordable detached single family residential neighborhood. To meet the needs of the workforce home buyer this planned unit development requests a minimum lot width of 52' for approximately 2/3rds of the proposed while requiring 60' minimum width on the remainder of the lots. The total lot count is capped at 350 which allows for ample community areas and open space. Escalations in construction and development costs have created a nationwide shortage of affordable housing that is attainable to the general workforce. This lot configuration allows the home construction type needed to accommodate workforce housing while still maintaining a high-quality product due to the development standards imposed.

The public street and utility systems within the project will be constructed to public standards and dedicated to the City upon completion. Exhibit E depicts the conceptual infrastructure improvements for this project.

The required entrances will connect to Tucson Street and will be designed in accordance with the Broken Arrow Subdivision Regulations with two outbound lanes and one inbound lane. This PUD further requires that funding for Tucson Street must be approved by the voters prior to approval of a final plat for the development.

Development Standards

The intended use for this project is to establish affordable single family detached housing which shall be governed by the Broken Arrow Zoning Ordinance and use and dimensional standards in the current RS-C zoning guidelines except as hereinafter modified:

Permitted uses:	Single Family Detached Dwellings
Gross Residential area	90.33 acres
Gross Land Area per Dwelling Unit	9,480 square feet
Maximum number of dwelling units	350 with no more than 225 having a width less than 60 feet.
Minimum Lot Width	52 feet
Minimum lot size	6000 square feet
Minimum Front Yard	25 feet
Minimum Side Yard	5 feet
Minimum rear yard	20 feet
Open Space	The 15% minimum open space otherwise applicable in the RS-C district is modified by this PUD and is reduced to 8% of the gross development area.

Street Design and Access Limitations

All streets shall be constructed as required to meet public street standards as described in the City of Broken Arrow engineering standards. Sidewalks shall be constructed by the developer along Tucson Street and along any reserve areas abutting a street. No residential lots shall be allowed to have direct access to Tucson Street.

Utilities

Storm sewer, sanitary sewer, and water service will be publicly maintained utilities provided by the City of Broken Arrow and installed by the developer. Detention facilities are proposed in both drainage basins before water discharges offsite. All detention and open space areas will be maintained by the homeowner's association.

Franchise utilities will serve the project with communications, natural gas, and electricity. We anticipate underground services throughout the development.

Landscape and Screening Standards

Landscaping and screening will be provided along Tucson Street and shall conform to the City of Broken Arrow Zoning Ordinance. Required perimeter fencing shall be placed as near to the east line of the reserve or landscape and fence easement as practical provided that required fence articulation shall still be allowed and fully contained within the easement or reserve. All required landscaping and fencing will be maintained by the homeowner's association.

All open space reserve areas shall be owned and maintained by the homeowner's association. All traffic islands surrounded by street right of way shall include appropriate landscaping and berms to add visual character to the community and aid in slowing traffic patterns through the project site.

Platting

No final plat shall be approved until funding for Tucson widening, set to be on April 2026 GO Bond ballot, is approved by voters. Prior to issuance of a building permit for any habitable structure, the area within the PUD shall have a subdivision plat approved by the Planning Commission and City Council and filed of record at the Tulsa County Courthouse. The deed of dedication of the required subdivision plat shall include covenants of record, enforceable by the City of Broken Arrow, setting forth the development standards of the approved Planned Unit Development.

Exhibit A
Legal Descriptions

PUD Legal Description

A TRACT OF LAND SITUATED IN THE SOUTH HALF (S/2) OF SECTION THIRTY-THREE (33), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SAID SECTION THIRTY-THREE (33); THENCE NORTH 01°14'14" WEST ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4), A DISTANCE OF 2645.94 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CREEK TURNPIKE; THENCE SOUTH 63°21'44" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 42.30 FEET; THENCE SOUTH 27°02'36" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 29.98 FEET; THENCE SOUTH 63°25'36" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2197.30 FEET; THENCE SOUTH 26°39’36” WEST ALONG THE NORTHWESTERLY LINE OF THE TRAILS AT ASPEN CREEK (PLAT #7093), A DISTANCE OF 259.23 FEET; THENCE SOUTH 01°13’29” EAST ALONG THE WEST LINE OF SAID TRAILS AT ASPEN CREEK, A DISTANCE OF 1340.00 FEET TO THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4); THENCE SOUTH 88°40’49” WEST ALONG SAID SOUTH LINE, A DISTANCE OF 524.06 FEET TO THE SOUTHEAST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4); THENCE SOUTH 88°33’24” WEST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4), A DISTANCE OF 1321.05 FEET TO THE POINT OF BEGINNING. CONTAINING 3,934,766 SQUARE FEET OR 90.33 ACRES.

BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW/4) BEING SOUTH 88°33’24” WEST.

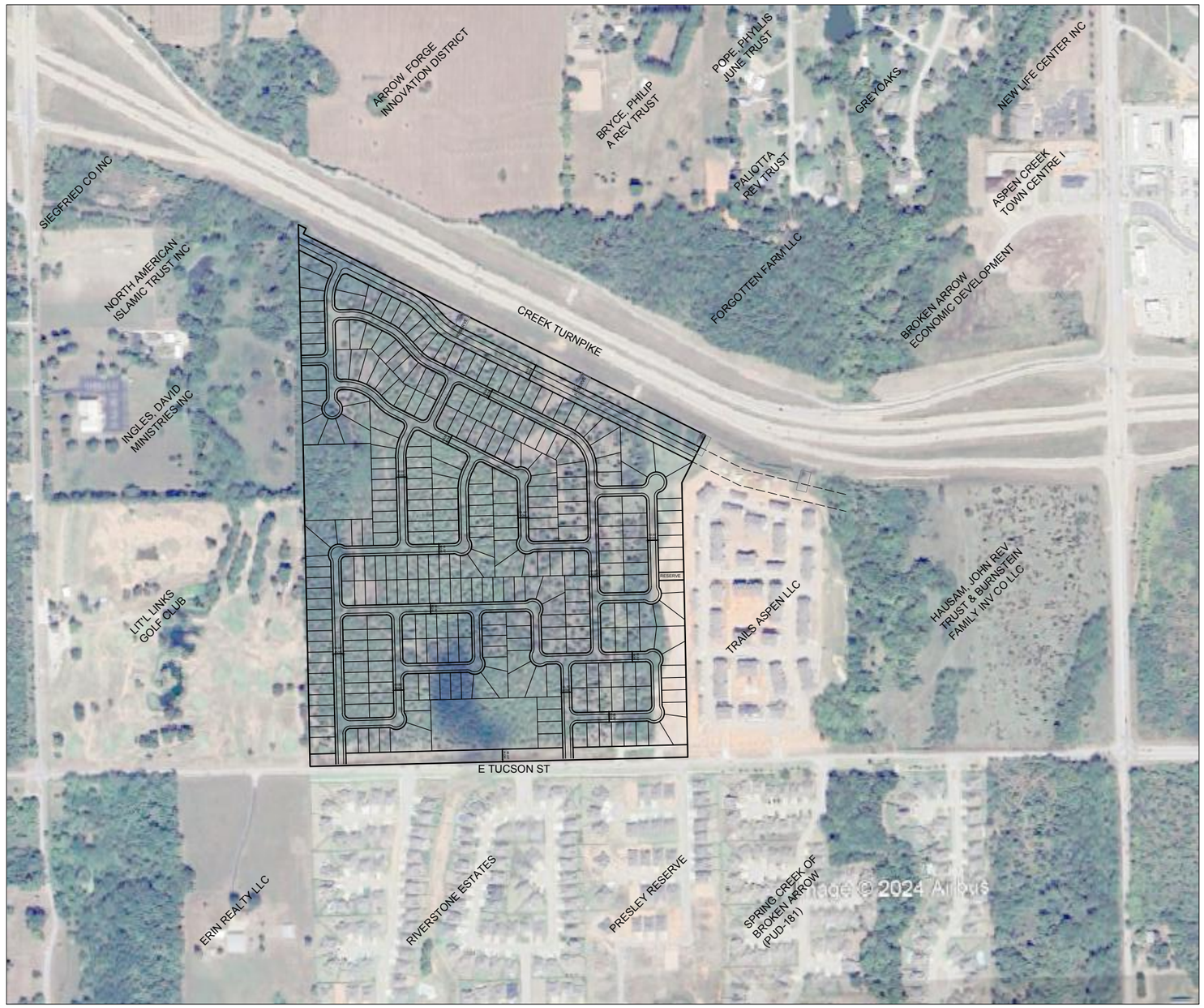
THIS LEGAL DESCRIPTION WAS PREPARED ON DECEMBER 14, 2023, BY JAY P. BISSELL, OKLAHOMA LICENSED LAND SURVEYOR NO. 1318.

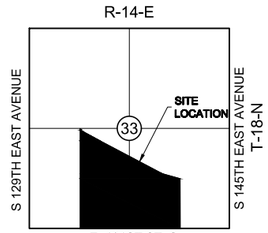
Exhibit A

Surrounding Areas with Conceptual Development Plan
for

Aspen Creek

0 150 300 600
DRAWING SCALE: 1"= 300'





LOCATION MAP
SCALE: 1"=2000'

AAB Engineering, LLC
Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2020
KS CA#2292 Exp: Dec. 31, 2020
Office: (918) 514-4283 Fax: (918) 514-4288

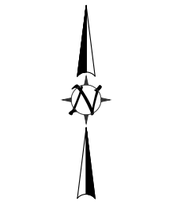
BEFORE YOU DIG CALL OKIE
811 OKIE CALL DIGS.COM

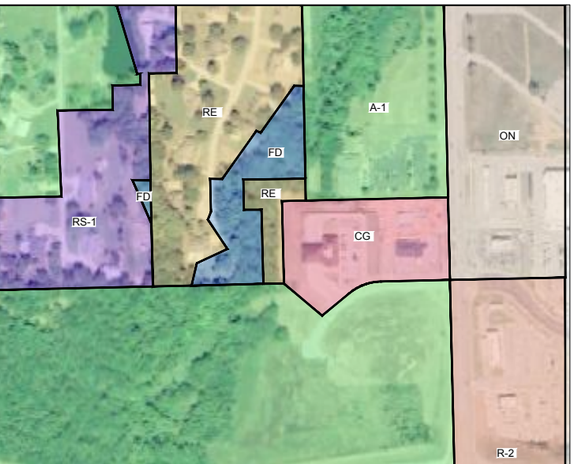
PLOT DATE: Thu, 30 Apr 2026 FILE: P:\18\430.RAMBAY 116 - ASPEN CREEK\ALTERNATIVE BASES\ASPEN CREEK - PUD

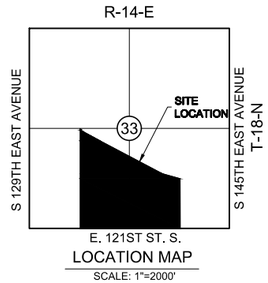
Exhibit B

Existing Zoning
for

Aspen Creek







LEGEND

- ZONED A-1 (AGRICULTURE)
- ZONED A-R-1 (AGRICULTURE-RESIDENTIAL SINGLE FAMILY)
- ZONED A-RE (AGRICULTURE-RESIDENTIAL ESTATE)
- ZONED CG (COMMERCIAL GENERAL)
- ZONED CN (COMMERCIAL NEIGHBORHOOD)
- ZONED FD (FLOOD DISTRICT)
- ZONED ON (OFFICE NEIGHBORHOOD)
- ZONED RS-1 (RESIDENTIAL SINGLE FAMILY)
- ZONED R-2 (RESIDENTIAL SINGLE FAMILY)
- ZONED RS-3 (RESIDENTIAL SINGLE FAMILY)
- ZONED RD (RESIDENTIAL DUPLEX)
- ZONED RE (RESIDENTIAL ESTATE)
- PROJECT LOCATION - ZONED RS-C

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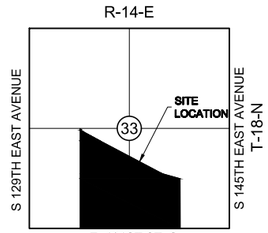
Exhibit C

Existing Topo & Aerial
for

Aspen Creek

0 150 300 600
DRAWING SCALE: 1"= 300'



LOCATION MAP
SCALE: 1"=2000'

LEGEND

545 EXISTING INDEX CONTOUR
547 EXISTING INTERMEDIATE CONTOUR

AAB Engineering, LLC
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PLOT DATE: Thu, 30 Apr 2026 FILE: P:\18\1A\33-RAMSAY 116 - ASPEN CREEK\ALTERNATIVE BASES\ASPEN CREEK - PUD

Exhibit D

Conceptual Development Plan
for

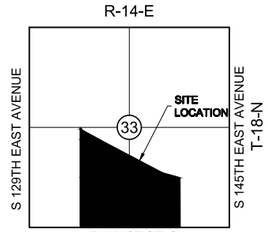
Aspen Creek

0 75 150 300
DRAWING SCALE: 1"= 150'

SHEET LEGEND

- 60 X 120 (AVERAGE)
- 52 X 120 (AVERAGE)

E TUCSON ST



LOCATION MAP
SCALE: 1"=2000'

AAB Engineering, LLC
Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
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KS CA#2292 Exp: Dec. 31, 2020
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811
CALL OKIE

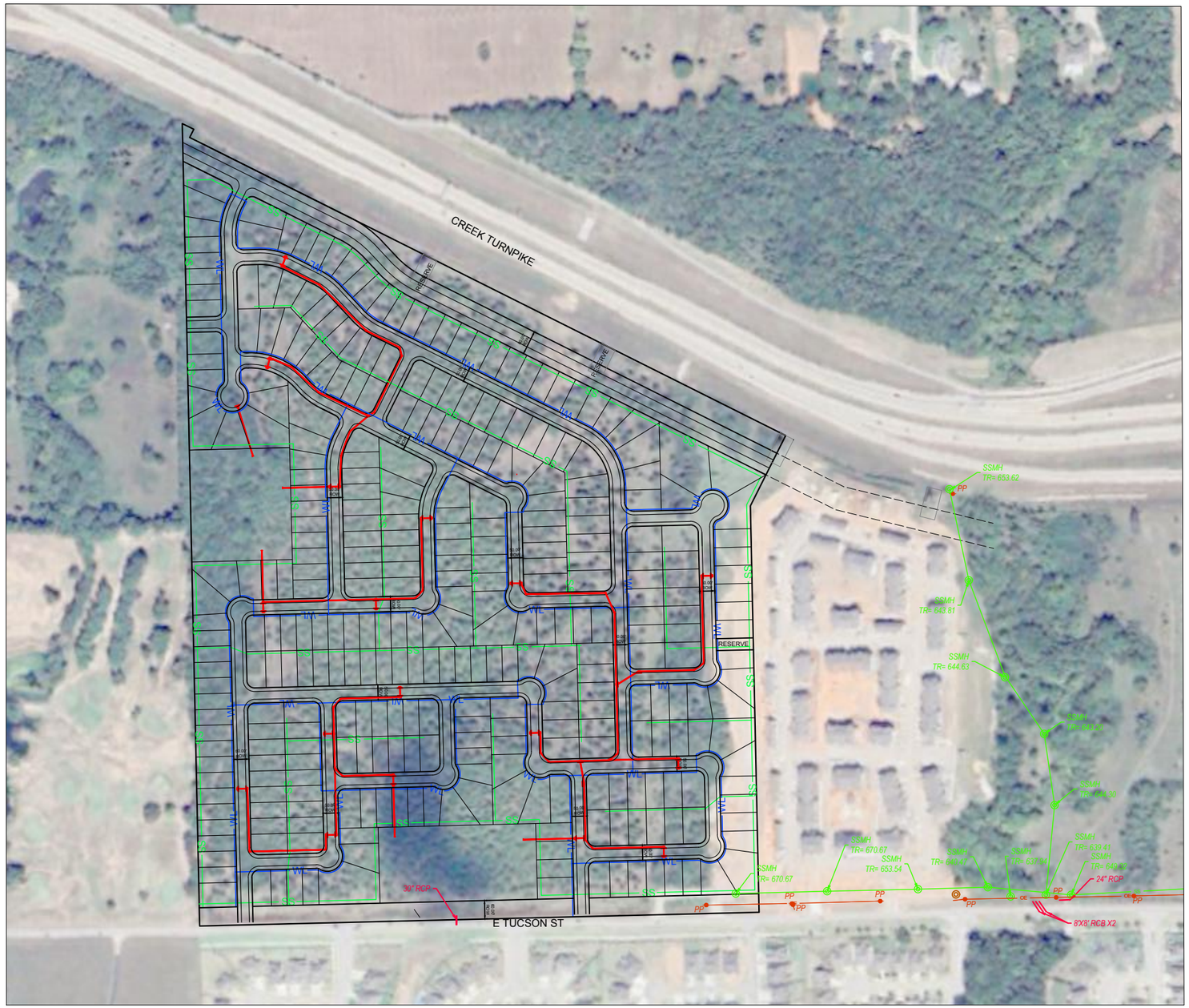
PLOT DATE: Thu, 30 Apr 2020 FILE: P:\18\4\33\RAMSAY 119 - ASPEN CREEK\ALTERNATIVE BASES\ASPEN CREEK - PUD

Exhibit E

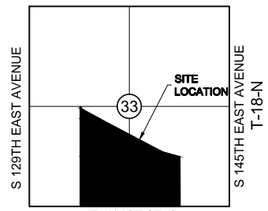
Conceptual Utilities
for

Aspen Creek

0 100 200 300
DRAWING SCALE: 1"= 200'



R-14-E



LOCATION MAP
SCALE: 1"=2000'

LEGEND

- EXISTING WATERLINE
- PROPOSED WATERLINE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER

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PLOT DATE: Thu, 30 Apr 2020 FILE: P:\1814\0-33-RAMEAY 116 - ASPEN CREEK\ALTERNATIVE BASES\ASPEN CREEK-K- PUD

City of Broken Arrow

Request for Action

File #: 26-625, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:

Consideration, discussion, and possible preview of an Ordinance closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency) (EASE-002735-2026)

Background:
The property owner, or their representative, has submitted an application requesting the closure of an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane). The location and details of the easement to be closed are detailed in the "Easement Vacation Exhibit" attachment.

Staff have reviewed the request and recommend acceptance of the easement closure.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Preview Ordinance
Easement Vacation Exhibit

Recommendation:
Preview the Ordinance and set for adoption.

Ordinance No. XXXX

An ordinance closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 12, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The easement affecting the real estate is described as follows:

See Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

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 and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

ATTEST: _____ MAYOR

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

WHITE SURVEYING COMPANY
• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-6924

UTILITY EASEMENT 3 VACATION EXHIBIT

GATESWAY FOUNDATION CAMPUS, CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA

STK 25-117107
CLIENT: ROUTE 66 ENGINEERING, LLC

LEGAL DESCRIPTION

UTILITY EASEMENT 3 VACATION DESCRIPTION:
A TRACT OF LAND IN LOT FIVE (5), BLOCK ONE (1), GATESWAY FOUNDATION CAMPUS, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6406, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 88°45'09" WEST ALONG THE SOUTH LINE OF SAID LOT 5 FOR 304.50 FEET; THENCE NORTH 01°15'27" WEST 118.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE WITH SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 41°08'15" EAST, A CHORD DISTANCE OF 48.93 FEET, AND AN ARC LENGTH OF 48.99 FEET TO THE END OF CURVE AND THE POINT OF BEGINNING; THENCE CONTINUING WITH SAID CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF NORTH 22°36'33" EAST, A CHORD DISTANCE OF 143.63 FEET, AND AN ARC LENGTH OF 145.04 FEET TO A CHANGE OF RADIUS; THENCE CONTINUING WITH SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,200.00 FEET, A CHORD BEARING OF NORTH 02°14'09" WEST, A CHORD DISTANCE OF 457.73 FEET, AND AN ARC LENGTH OF 460.55 FEET TO A CHANGE OF RADIUS; THENCE CONTINUING WITH SAID CURVE TO THE LEFT HAVING A RADIUS OF 262.00 FEET, A CHORD BEARING OF NORTH 37°15'21" WEST, A CHORD DISTANCE OF 213.34 FEET, AND AN ARC LENGTH OF 219.72 FEET TO THE END OF CURVE; THENCE NORTH 01°13'41" WEST FOR 12.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE WITH SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 273.00 FEET, A CHORD BEARING OF SOUTH 37°55'01" EAST, A CHORD DISTANCE OF 228.03 FEET, AND AN ARC LENGTH OF 235.24 FEET TO A CHANGE OF RADIUS; THENCE CONTINUING WITH SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,211.00 FEET, A CHORD BEARING OF SOUTH 02°14'09" EAST, A CHORD DISTANCE OF 461.93 FEET, AND AN ARC LENGTH OF 464.78 FEET TO A CHANGE OF RADIUS; THENCE CONTINUING WITH SAID CURVE TO THE RIGHT HAVING A RADIUS OF 311.00 FEET, A CHORD BEARING OF SOUTH 21°50'00" WEST, A CHORD DISTANCE OF 140.71 FEET, AND AN ARC LENGTH OF 141.93 FEET TO THE END OF CURVE; THENCE SOUTH 88°45'09" WEST FOR 13.77 FEET TO THE POINT OF BEGINNING. CONTAINING A COMPUTED AREA OF 9,172 SQUARE FEET OR 0.210 ACRES, MORE OR LESS.

BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE AND THE EAST LINE OF BLOCK 1, GATESWAY FOUNDATION CAMPUS BEING SOUTH 01°15'27" EAST.

DESCRIPTIONS PREPARED BY JOHN L. LIBBY, JR., PLS 1806 ON 10/19/2025.

AN EXHIBIT OF EVEN DATES ACCOMPANIES THIS EXHIBIT.

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHN L. LIBBY JR. L.S.1806
OKLAHOMA

WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION
NO. CA1098

BY: _____ DATE: 10/22/2025
REGISTERED PROFESSIONAL LAND
SURVEYOR OKLAHOMA NO. 1806

WHITE SURVEYING COMPANY
• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-6924

UTILITY EASEMENT 3 VACATION EXHIBIT

GATESWAY FOUNDATION CAMPUS, CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA

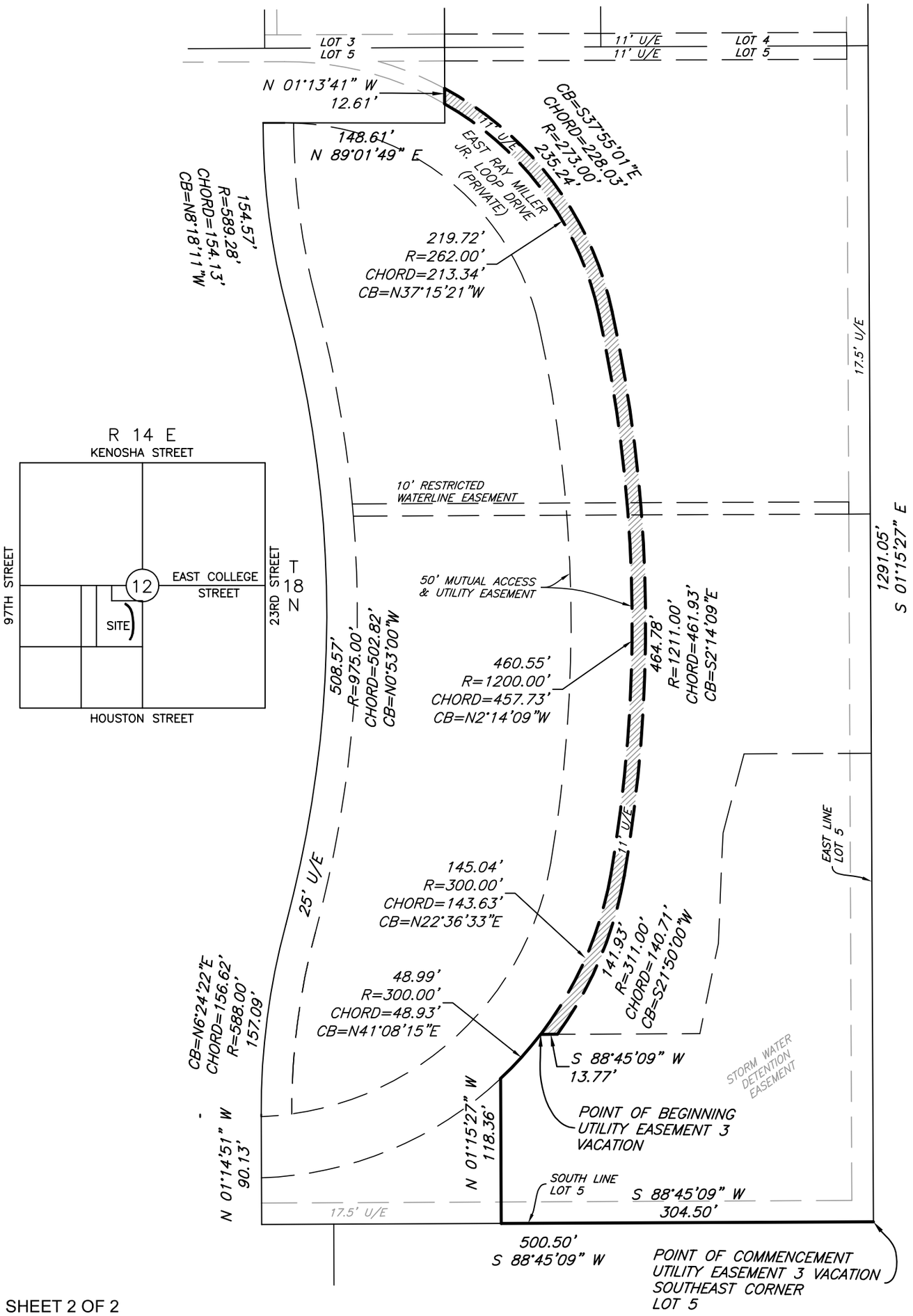
1"=100'

0 100

STK 25-117107
CLIENT: ROUTE 66 ENGINEERING, LLC

BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE AND THE EAST LINE OF BLOCK 1, GATESWAY FOUNDATION CAMPUS BEING SOUTH 01°15'27" EAST.

A DESCRIPTION OF EVEN DATES ACCOMPANIES THIS EXHIBIT.



SHEET 2 OF 2

City of Broken Arrow

Request for Action

File #: 26-671, **Version:** 1

Broken Arrow City Council
05-19-2026

Title:

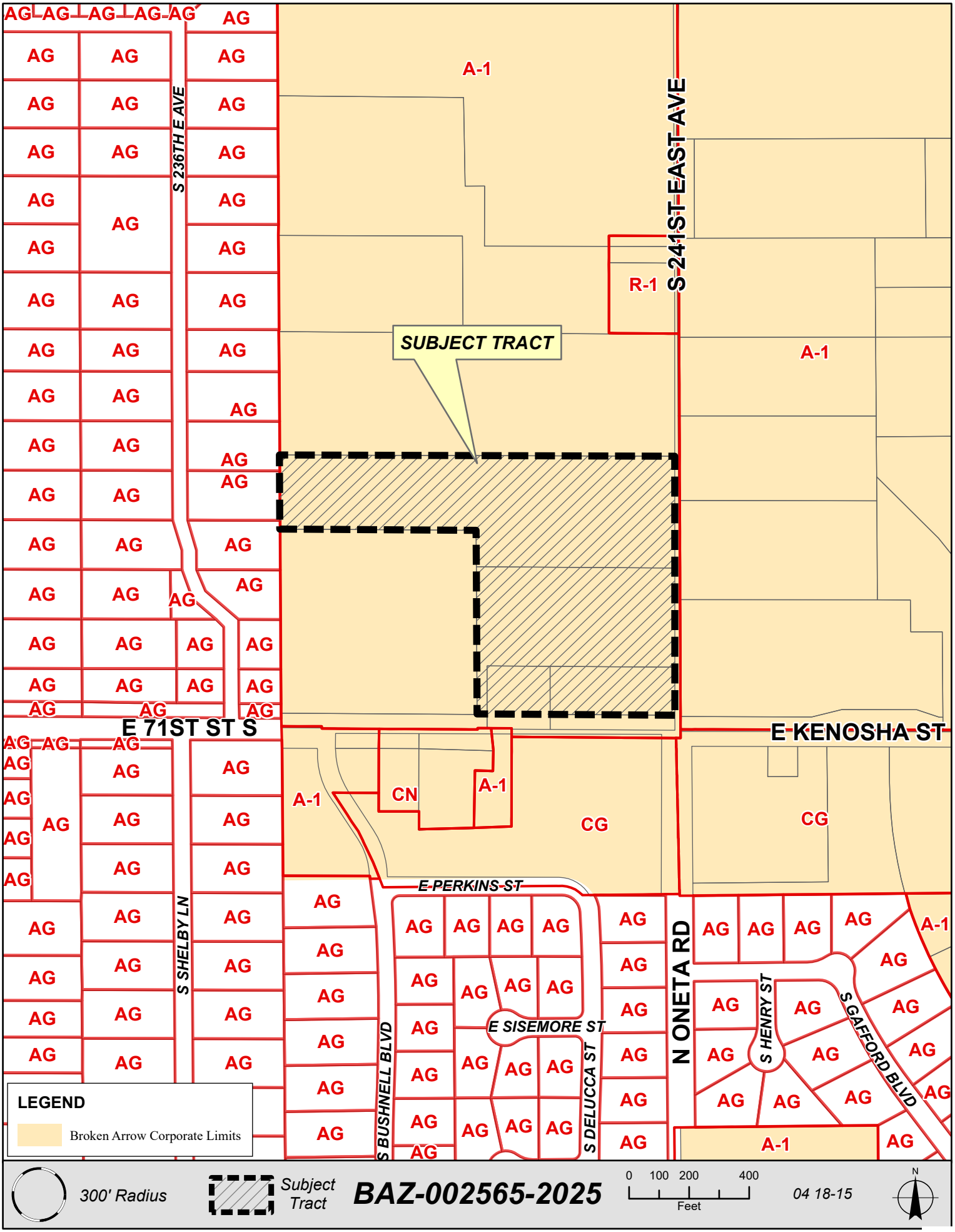
Consideration, discussion, and possible preview of Ordinance No. 3909, an Ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ -002565-2025, one-tenth mile north of the northwest corner of E. Kenosha Street (71st Street) and Oneta Road (241st E. Avenue), granting CG zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:

Walmart Addition is located approximately one-tenth mile north of the northwest corner of E. Kenosha Street (71st Street) and Oneta Road (241st E. Avenue). The property is being platted as Lots One (1) & Two (2) of Block One (1) of the Walmart Addition to Broken Arrow and is zoned CG (Commercial General). The development will include a Walmart Neighborhood Market on one lot and a fueling station/convenience store on the other lot.

Cost:	$0
Funding Source:	-
Requested By:	Rocky Henkel, Community Development Director
Approved By:	City Manager's Office
Attachments:	Preview Ordinance No 3909 Case Map

Recommendation:
Preview Ordinance No. 3909 and set for adoption.


SUBJECT TRACT
S 241ST EAST AVE
S 236TH E AVE
E 71ST ST S
E KENOSHA ST
E PERKINS ST
E SISEMORE ST
S SHELBY LN
S BUSHNELL BLVD
S DELUCCA ST
N ONETA RD
S HENRY ST
S GAFFORD BLVD
A-1
R-1
CN
CG
AG
LEGEND
Broken Arrow Corporate Limits
300' Radius
Subject Tract
BAZ-002565-2025
0 100 200 400
Feet
04 18-15
N

ORDINANCE NO.

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-0002565-2025, generally located one-tenth mile north of the northwest corner of E. Kenosha Street (71st Street) and Oneta Road (241st E. Avenue), granting CG (Commercial General) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for a CG (Commercial General) district; and

WHEREAS, rezoning case BAZ-002565-2025 (AG to CG) was approved by the Broken Arrow City Council on February 3, 2026; and

WHEREAS, the property is being platted; and

WHEREAS, the property is generally located one-tenth mile north of the northwest corner of E. Kenosha Street (71st Street) and Oneta Road (241st E. Avenue; and

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses after COMP-002532-2025 for 8.8 acres of the 16.875 acres was approved by City Council on January 20, 2026; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Wagoner County, State of Oklahoma, being more particularly described as follows:

Legal Description for BAZ-002565-2025

BEING a tract of land situated in the SE1/4 of the SE 1/4 of Section 4, Township 18 North, Range 15 East of the Indian Meridian, City of Broken Arrow, Wagoner County, Oklahoma, and being all of those tracts of land described in a General Warranty Deed to Oneta71 LLC, recorded in Book 2913, Page 309 and all of that tract of land described in a General Warranty Deed to Oneta71 LLC, recorded in Book 2913, Page 323, both of the Official Public Records of Wagoner County,

Oklahoma, and being more particularly described as follows:

COMMENCING at an ODOT brass disk found for the southeast corner of Section 4, Township 18 North, Range 15 East, and being the centerline intersection of E. 71st Street (E. Kenosha Street) and S. 241st East Avenue;

THENCE North 01°34'19" West, along the east line of said section 4, a distance of 50.0 feet to a MAG nail with a washer, stamped "KHA PLS1767" set for the **POINT OF BEGINNING** of the herein described tract, same being the southeast corner of the Oneta71 LLC tract as recorded in said Book 2913, Page 309;

THENCE South 89°06'27" West, departing the east line of said Section 4 and said S. 241st East Avenue, along the south line of the Oneta71 LLC tract as recorded in said Book 2913, Page 309 and along the north right of way line of said E. 71st Street (E. Kenosha Street), a distance of 662.27 feet to a concrete monument found for the southwest corner of said Oneta71 LLC, same being on the east line of a tract of land described in a deed to Public Service Company of Oklahoma, recorded in Book 526, Page 92 of the Official Public Records of Wagoner County, Oklahoma;

THENCE North 01°26'58" West, departing the north right of way line of said E. 71st Street (E. Kenosha Street), along the west line of the Oneta71 LLC tract as recorded in said Book 2913, Page 309, a west line of Oneta71 LLC tract as recorded in said Book 2913, Page 323 and the east line of said Public Service Company of Oklahoma tract, a distance of 611.72 feet to a 1/2-inch iron rod found for the northeast corner of said for corner of said Public Service Company of Oklahoma tract;

THENCE South 89°03'28" West, along a south line of the Oneta71 LLC tract as recorded in said Book 2913, Page 323 and the north line of said Public Service Company of Oklahoma tract, a distance of 661.50 feet to a 5/8-inch iron rod with an illegible plastic cap found for the westerly, southwest corner of the Oneta71 LLC tract as recorded in said Book 2913, Page 323 and the northwest corner of said Public Service Company of Oklahoma tract, same being on the east line of Meadowood Estates III, an addition to the City of Broken Arrow, according to the Map or Plat, recorded in Book 5, Page 7 of the Plat Records of Wagoner County, Oklahoma;

THENCE North 01°22'03" West, along the west line of the Oneta71 LLC tract as recorded in said Book 2913, Page 323 and the east line of said Meadow Estate III, a distance of 249.47 feet to a 5/8-inch iron rod with an illegible plastic cap found at the northwest corner of Oneta71 LLC tract as recorded in said Book 2913, Page 323, same being the southwest corner of tract of land, described in a deed to Celia M. Zuccala, et al, recorded in Book 2965, Page 614 of the Official Public Records of Wagoner County, Oklahoma;

THENCE North 89°01'55" East, along the north line of the Oneta71 LLC tract as recorded in said Book 2913, Page 323 and the south line of said Zuccala, et al tract, a distance of 1,321.56 feet to a MAG nail with a washer, stamped "KHA PLS1767" set in S. 241st East Avenue, on the east line of said Section 4, for the northeast corner of the Oneta71 LLC tract as recorded in said Book 2913, Page 323 and the southeast corner of said Zuccala, et al tract;

THENCE South 01°34'19" East, along the east line of said Section 4, a distance of 862.39 feet to

the **POINT OF BEGINNING** and containing 16.875 acres (735,084 square feet) of land, more or less, and the same is hereby changed from the zoning AG to CG (Commercial General).

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 and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ___ day of _____, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-702, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:

Consideration, discussion, and possible preview of an Ordinance closing a detention easement on property located south of Omaha Street (51st Street), west of 37th Street (209th E Avenue), Wagoner County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency) (EASE-002631-2026)

Background:
The property owner, or their representative, have submitted an application requesting the closure of a detention easement on property located south of Omaha Street (51st Street), west of 37th Street (209th E Avenue). The exact location and description of the easement to be closed are detailed in the "Easement Vacation Exhibit" attachment.

There is a minor error in the inset location map. A section line is labeled as Apache Street but should be labeled as Omaha Street. Staff has requested a corrected exhibit prior to formal adoption of the ordinance.

Staff have reviewed the request and recommends acceptance of the easement closure.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Preview Ordinance
Easement Vacation Exhibit

Recommendation:
Preview the Ordinance and set for adoption.

Ordinance No. XXXX

An ordinance closing an easement on property located south of Omaha Street (51st Street), west of 37th Street (209th E Avenue), Wagoner County, State of Oklahoma, (Section 31, T19N, R15E); repealing all ordinances to the contrary; and declaring an emergency

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The easement affecting the real estate described as follows:

See Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this overland drainage easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

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 and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

ATTEST: _____ MAYOR

_____
(Seal) CITY CLERK

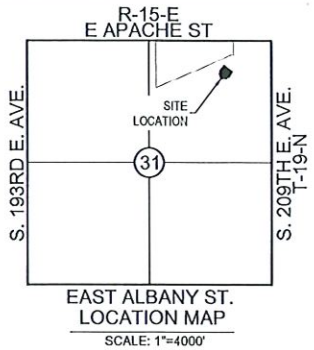
APPROVED:

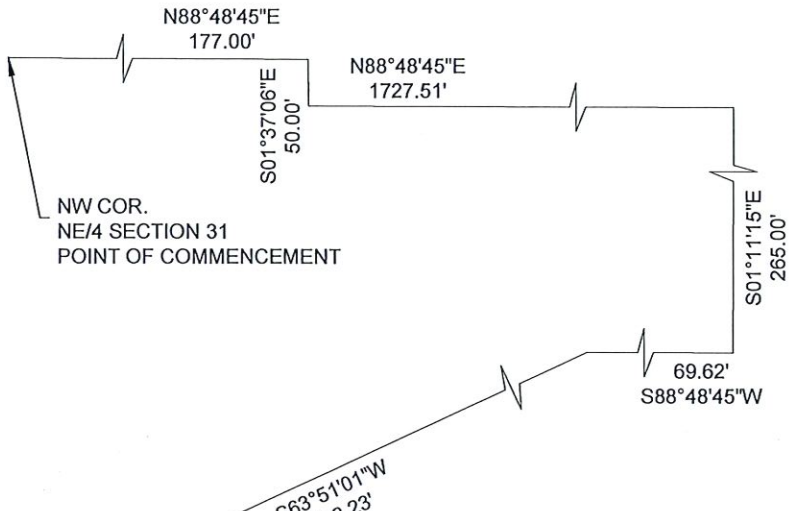
_____
ASSISTANT CITY ATTORNEY

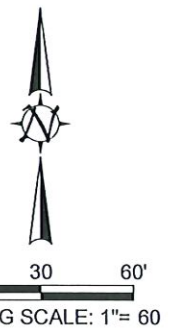
Detention Easement

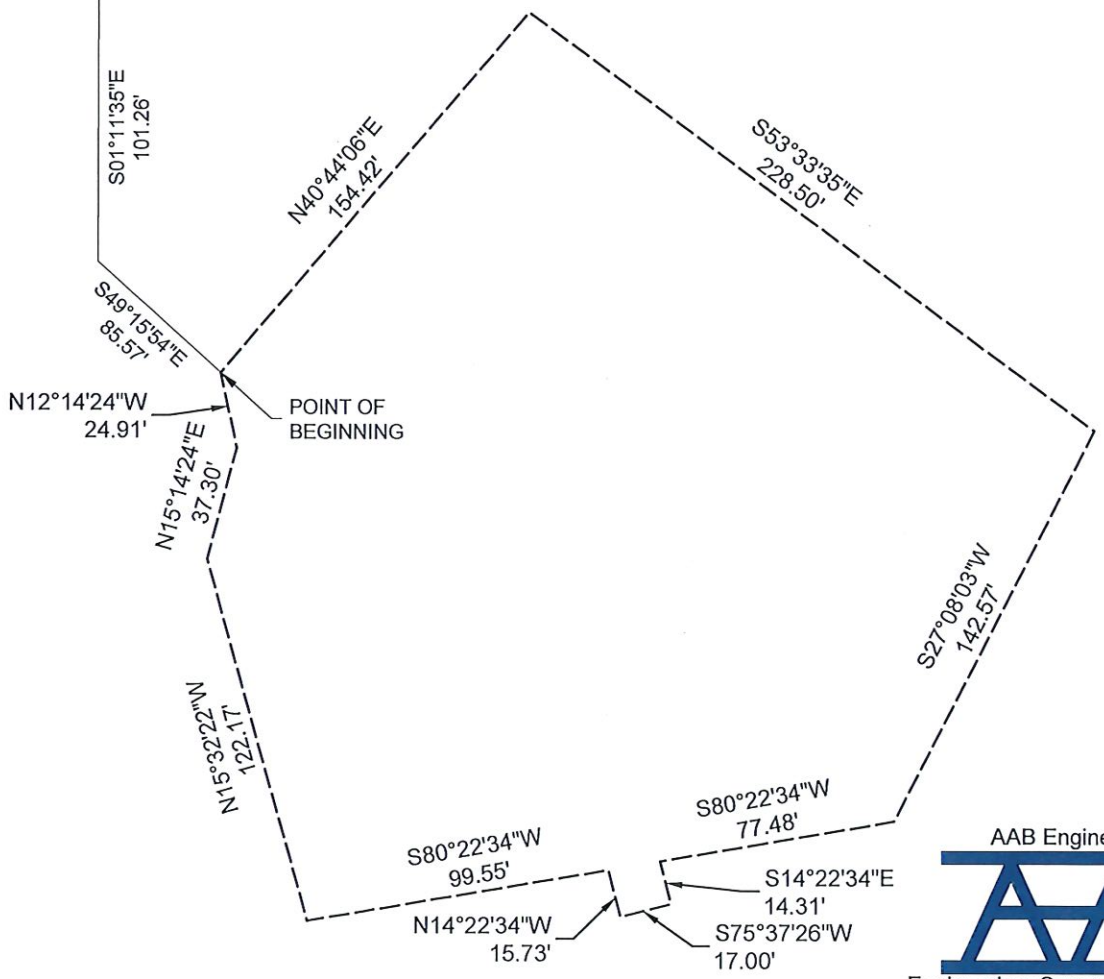
Exhibit B

(PAGE 1 OF 2)









AAB Engineering, LLC
Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2026
AZ CA#23597 Exp: March 29, 2026
KS CA#2292 Exp: Dec. 31, 2026
SD CA#7581 Exp: March 31, 2027
Office: (918) 514-4283 Fax: (918) 514-4288

PLOT DATE: Tue, 06 Jan 2026 FILE: P:\1915\31-THE PINES III\SURVEY\WORKING DATA\1915-31 NEW BEDFORD OFFISTE EASEMENT EXHIBIT B

Detention Easement

Exhibit B

(PAGE 2 OF 2)

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION 31, TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (NE/4) OF SECTION 31, THENCE NORTH 88°48'45" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) OF SECTION 31, A DISTANCE OF 177.00 FEET; THENCE SOUTH 01°37'06" EAST A DISTANCE OF 50.00 FEET; THENCE NORTH 88°48'45" EAST AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) OF SECTION 31 A DISTANCE OF 1727.51 FEET; THENCE SOUTH 01°11'15" EAST A DISTANCE OF 265.00 FEET; THENCE SOUTH 88°48'45" WEST A DISTANCE OF 69.62 FEET; THENCE SOUTH 63°51'01" WEST A DISTANCE OF 402.23 FEET; THENCE SOUTH 01°11'35" EAST A DISTANCE OF 101.26 FEET; THENCE SOUTH 49°15'54" EAST A DISTANCE OF 85.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40°44'06" EAST A DISTANCE OF 154.42 FEET; THENCE SOUTH 53°33'35" EAST A DISTANCE OF 228.50 FEET; THENCE SOUTH 27°08'03" WEST A DISTANCE OF 142.57 FEET; THENCE SOUTH 80°22'34" WEST A DISTANCE OF 77.48 FEET; THENCE SOUTH 14°22'34" EAST A DISTANCE OF 14.31 FEET; THENCE SOUTH 75°37'26" WEST A DISTANCE OF 17.00 FEET; THENCE N 14°22'34" WEST A DISTANCE OF 15.73 FEET; THENCE SOUTH 80°22'34" WEST A DISTANCE OF 99.55 FEET; THENCE NORTH 15°32'22" WEST A DISTANCE OF 122.17 FEET; THENCE NORTH 15°14'24" EAST A DISTANCE OF 37.30 FEET; THENCE NORTH 12°14'24" WEST A DISTANCE OF 24.91 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 55,041 SQUARE FEET OR 1.26 ACRES, MORE OR LESS.

REAL PROPERTY CERTIFICATION

I, MIKEL L. STEWART, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORDANCE 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.

01-06-2026

MIKEL L. STEWART

OKLAHOMA PLS NO. 2105

AAB Engineering, LLC
Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2026
AZ CA#23597 Exp: March 29, 2026
KS CA#2292 Exp: Dec. 31, 2026
SD CA#7581 Exp: March 31, 2027
Office: (918) 514-4283 Fax: (918) 514-4288

PLOT DATE: Tue, 06 Jan 2026 FILE: P:\1915\31-THE PINES III\SURVEY\WORKING DATA\1915-31 NEW BEDFORD OFFSITE EASEMENT EXHIBIT B

City of Broken Arrow

Request for Action

File #: 26-704, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:

Consideration, discussion, and possible preview of an Ordinance closing a detention easement on property located south of Kenosha Street (71st Street), east of Midway Road (257th E Avenue), Wagoner County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency) (EASE-002803-2026)

Background:
The property owner, or their representative, have submitted an application requesting the closure of a detention easement on property located south of Kenosha Street (71st Street), east of Midway Road (257th E Avenue), The exact location and description of the easement to be closed are detailed in the "Easement Vacation Exhibit" attachment.

Staff have reviewed the request and recommends acceptance of the easement closure.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Preview Ordinance
Easement Vacation Exhibit

Recommendation:
Preview the Ordinance and set for adoption.

Ordinance No. XXXX

An ordinance closing an easement on property located south of Kenosha Street (71st Street), west of Midway Road (257th E Avenue), Wagoner County, State of Oklahoma, (Section 11, T18N, R15E); repealing all ordinances to the contrary; and declaring an emergency

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The easement affecting the real estate described as follows:

See Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this overland drainage easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

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 and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

ATTEST: _____ MAYOR

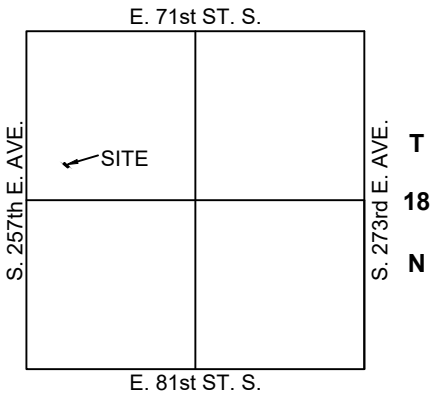
_____
(Seal) CITY CLERK

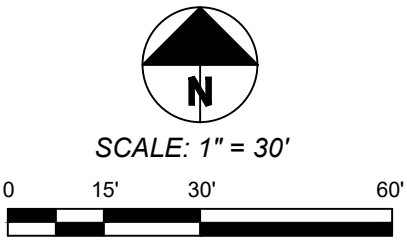
APPROVED:

_____
ASSISTANT CITY ATTORNEY

PLAT OF SURVEY
R 15 E 17.5' WIDE UTILITY EASEMENT TO BE VACATED
EXHIBIT "A"

PAGE 1 of 3





INDEX

PLAT OF SURVEY..... SHEET 1
LEGAL DESCRIPTION....SHEET 2
CLOSURE REPORT.....SHEET 3

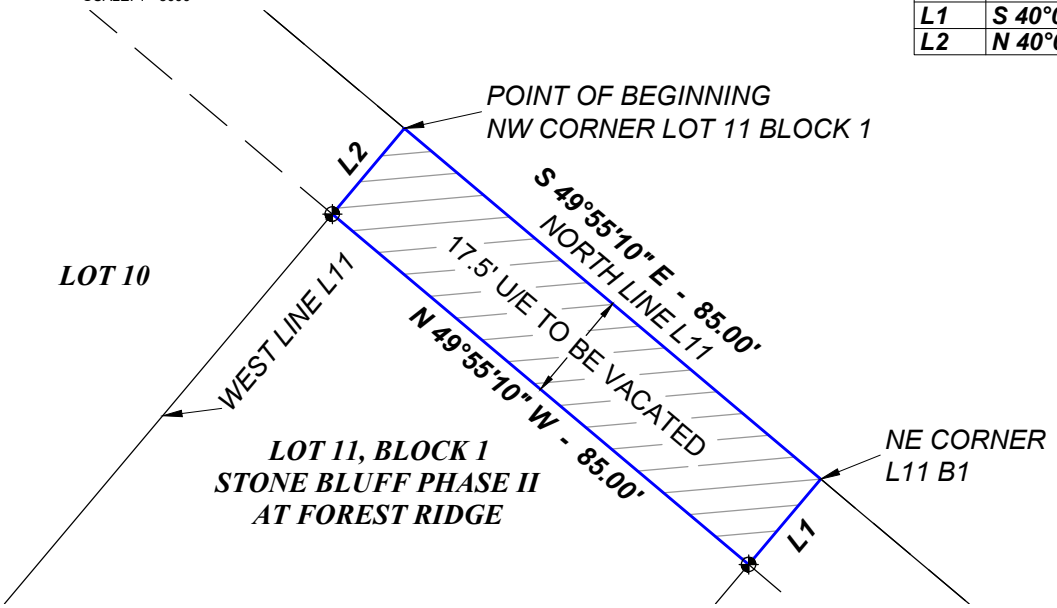
SURVEYOR'S NOTES

⊕ = SET 3/8" IRON PIN W/ PURPLE "EASEMNT CA 5848" CAP AT ALL CORNERS UNLESS OTHERWISE NOTED OR SHOWN HEREON.

LINE	BEARING	DISTANCE
L1	S 40°04'50" W	17.50'
L2	N 40°04'50" E	17.50'

LOCATION MAP

SCALE: 1"=3000'



SURVEYOR'S CERTIFICATION

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS A TRUE AND ACCURATE REPRESENTATION OF THE RECORD CONDITIONS AT THE TIME OF THE SURVEY. THIS PLAT OF SURVEY IS INTENDED TO ILLUSTRATE THE PROPOSED 17.5' WIDE UTILITY EASEMENT TO BE VACATED AND FEATURES OF THE PROPERTY HAVE BEEN OMITTED FOR CLARITY. THAT THIS IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED. THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
DATE OF LAST SITE VISIT: JULY 8, 2025.

WITNESS MY HAND AND SEAL THIS 9th DAY OF JULY, 2025.

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET, JENKS, OK 74037
PH: 918-528-5121
FRITZLANDSURVEYING@GMAIL.COM
C.A. # 5848 EXPIRES: 6-30-2026
FLS 25360

ANDY FRITZ, PLS
OK LIC. 1694
CA #5848 EXP. 06.30.2026

LICENSED PROFESSIONAL LAND SURVEYOR
ANDY
FRITZ
1694
OKLAHOMA

LEGAL DESCRIPTION
17.5' WIDE & UTILITY EASEMENT TO BE VACATED
EXHIBIT "A"

LEGAL DESCRIPTION - 17.5' WIDE UTILITY EASEMENT TO BE VACATED:

A TRACT OF LAND THAT IS PART OF LOT ELEVEN (11), BLOCK ONE (1), STONE BLUFF II AT FOREST RIDGE, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11, BLOCK 1;
THENCE SOUTH 49°55'10" EAST ALONG THE NORTH LINE THEREOF 85.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 11;
THENCE SOUTH 40°04'50" WEST ALONG THE EAST LINE OF THEREOF 17.50 FEET;
THENCE NORTH 49°55'10" WEST AND PARALLEL WITH SAID NORTH LINE 85.00 FEET TO THE WEST LINE OF SAID LOT 11;
THENCE NORTH 40°04'50" EAST ALONG SAID WEST LINE THEREOF 17.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 11 AND THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,487.25 SQ. FEET OR 0.03 ACRES.
BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) USING THE NORTH LINE OF LOT 11, BLOCK 1, STONE BLUFF II AT FOREST RIDGE AS SOUTH 49°55'10" EAST.

SURVEYOR'S CERTIFICATION

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS A TRUE AND ACCURATE REPRESENTATION OF THE RECORD CONDITIONS AT THE TIME OF THE SURVEY. THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS INTENDED TO ILLUSTRATE THE PROPOSED 17.5' WIDE UTILITY EASEMENT TO BE VACATED AND FEATURES OF THE PROPERTY HAVE BEEN OMITTED FOR CLARITY. THAT THIS IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED. THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. DATE OF LAST SITE VISIT: MAY 14, 2025.

WITNESS MY HAND AND SEAL THIS 9th DAY OF JULY, 2025.

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET, JENKS, OK 74037
PH: 918-528-5121
FRITZLANDSURVEYING@GMAIL.COM
C.A. # 5848 EXPIRES: 6-30-2026
FLS 25360

ANDY FRITZ, PLS
OK LIC. 1694
CA #5848 EXP. 06.30.2026

LICENSED PROFESSIONAL LAND SURVEYOR
ANDY
FRITZ
1694
OKLAHOMA

CLOSURE REPORT
17.5' WIDE UTILITY EASEMENT TO BE VACATED
EXHIBIT "A"

NORTHING	EASTING	BEARING	DISTANCE
5000.00	5000.00		
		S 49°55'10" E	85.00
4945.27	5065.04		
		S 40°04'50" W	17.50
4931.88	5053.77		
		N 49°55'10" W	85.00
4986.61	4988.73		
		N 40°04'50" E	17.50
5000.00	5000.00		

CLOSURE ERROR DISTANCE> 0.0000
TOTAL DISTANCE> 204.99
POLYLINE AREA: 1487.25 SQ FT, 0.03 ACRES

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET, JENKS, OK 74037
PH: 918-528-5121
FRITZLANDSURVEYING@GMAIL.COM
C.A. # 5848 EXPIRES: 6-30-2026
FLS 25360

ANDY FRITZ, PLS
OK LIC. 1694
CA #5848 EXP. 06.30.2026

City of Broken Arrow

Request for Action

File #: 26-672, **Version:** 1

Broken Arrow City Council
05-19-2026

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3910, a corrective ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-000716-2023, approximately 0.24 acres, R-3 (Residential Single-Family) to DM (Downtown Mixed-Use Core) located approximately one-third mile east of Elm Place (161st East Avenue) and just north of Houston Street (81st Street), granting DM zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:

BAZ-002789-2026 is a rezoning request proposing to change the zoning on this property from R-3 (Residential Single-Family) to DM (Downtown Mixed-Use Core) for a multi-story, mixed-use development. It was identified during the application process that this particular property was rezoned under a previous application, BAZ-000716-2023 that was recommended by Staff and Planning Commission for approval at the regular meeting of April 27, 2023, and approved by City Council at the regular meeting of May 16, 2023. The corresponding maps and legal descriptions were correct; however, Lots 16, 17, & 18 of Block 73 were left off the adopted Ordinance No. 3791, which only referenced Lots 13, 14, & 15 of Block 73.

Cost:	$0
Funding Source:	-
Requested By:	Rocky Henkel, Community Development Director
Approved By:	City Manager's Office
Attachments:	Ordinance No. 3910 Case Map

Recommendation:
Adopt Ordinance No. 3910 and approve the emergency clause.

ORDINANCE NO. 3910

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-000716-2023, generally located one-third mile east of Elm Place (161st East Avenue) and just north of Houston Street (81st Street), granting DM (Downtown Mixed-Use Core) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for a DM (Downtown Mixed-Use Core) district; and

WHEREAS, rezoning case BAZ-000716-2023 (R-3 to DM) was approved by the Broken Arrow City Council on May 16, 2023; and

WHEREAS, the property is being replatted to account for an original boundary error from the Original Townsite plat; and

WHEREAS, the property is generally located one-third mile east of Elm Place (161st East Avenue) and just north of Houston Street (81st Street); and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Tulsa County, State of Oklahoma, being more particularly described as follows:

Legal Description for BAZ-000716-2023

Lots 13, 14, 15, 16, 17 & 18 Block 73 Broken Arrow Original Townsite

be and the same is hereby changed from the zoning R-3 to DM (Downtown Mixed-Use Core).

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 and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this 19th day of May, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-680, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3910; 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: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3910.

City of Broken Arrow

Request for Action

File #: 26-713, **Version:** 1

Broken Arrow City Council
05-19-2026

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3911, an ordinance closing an easement on property located south of Jasper Street (131st Street), east of 9th Street (Lynn Lane), Broken Arrow, Tulsa County, State of Oklahoma; repealing all ordinances to the contrary; and declaring an emergency

Background:

The property owner has submitted an application requesting the closure of a easement on property located south of Jasper Street (131st Street), east of 9th Street (Lynn Lane Road).

The location and details of the easement to be closed are detailed in the "Easement Vacation Exhibit"

Staff have reviewed the documents and recommend acceptance of the easement closure.

Cost: $0

Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Ordinance No. 3911
Easement Closure Exhibit

Recommendation:
Adopt Ordinance No. 3911.

Ordinance No. 3911

An ordinance closing an easement on property located south of Jasper Street (131st Street), east of 9th Street (Lynn Lane), Broken Arrow, Tulsa County, State of Oklahoma; repealing all ordinances to the contrary; and declaring an emergency

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The utility easement affecting the real estate described as follows:

See Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this easement.

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 and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

ATTEST: _____ MAYOR

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

SEWER EASEMENT VACATION

Exhibit "A"

SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, RECORDED IN BOOK: 3870, PAGE: 1467 FILED IN THE TULSA COUNTY CLERKS OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING (P.O.C.) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4, NW/4) OF SAID SECTION TWELVE (12); THENCE S88°40'38W ALONG THE NORTH LINE OF THE SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4, NW/4) FOR A DISTANCE OF 425.15 FEET TO A POINT ON THE SAID NORTH LINE; THENCE S01°13'13"E FOR A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE S25°15'45"E FOR A DISTANCE OF 534.49 FEET; THENCE S88°40'40"W FOR A DISTANCE OF 32.82 FEET; THENCE N25°15'45"W FOR A DISTANCE OF 534.49 FEET; THENCE N88°40'40"E FOR A DISTANCE OF 32.82 FEET TO THE POINT OF BEGINNING (P.O.B.). AREA CONTAINS 0.37 ACRES, MORE OR LESS.

BASIS OF BEARINGS

BASIS OF BEARINGS FOR THIS EXHIBIT IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501). BASED LOCALLY ON THE NORTH LINE OF THE NW/4, NW/4, SEC. 12, T-17-N, R-14-E, I.B.& M. AS S88°40'38"W.

SURVEYOR'S CERTIFICATE

I, CLIFF BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORDANCE WITH THE EXISTING REQUIREMENTS AND IS A TRUE REPRESENTATION OF THE LEGAL DESCRIPTION AS DESCRIBED. THIS LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR LEGAL DESCRIPTIONS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 20th DAY OF NOVEMBER 2025.

REGISTERED PROFESSIONAL LAND SURVEYOR
CLIFF BENNETT
1815
OKLAHOMA

CLIFF BENNETT, P.L.S.
OKLAHOMA NO. 1815
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2027

wallace design collective

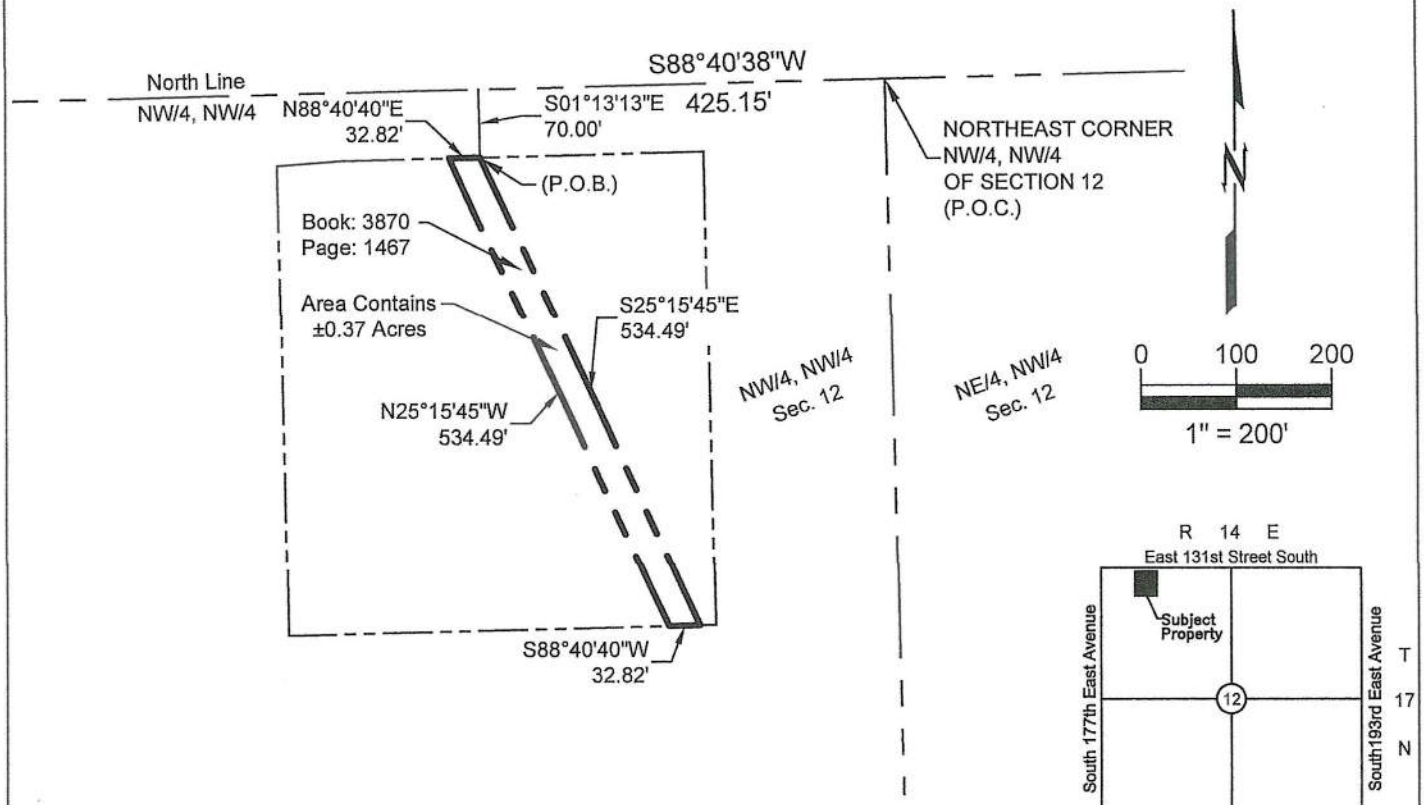
wallace design collective, pc
structural · civil · landscape · survey
123 north martin luther king jr. boulevard
tulsa, oklahoma 74103
918.584.5858 · 800.364.5858
wallace.design

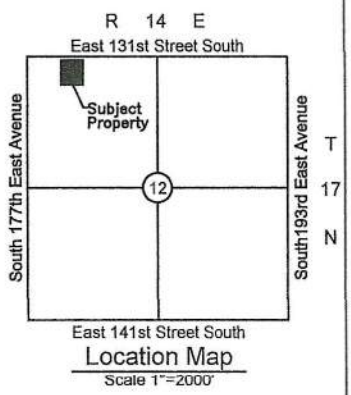
ORIG SIZE:8.5"X11"
PLOT:11/20/2025 2:34:06 PM
\\Chouteau-Server\Root\Jobs\2540415.01-Tyler Fulps-Pennington & Associates\Final Drawing\2540415.01 Sanitary Sewer Vacation.dwg

Sewer Easement Vacation Exhibit "A"

SHEET 2 OF 2

A PART OF THE NW/4 OF THE NW/4 OF SEC. 12, T.17 N., R.14 E., I.B.& M.,
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA





Location Map
Scale 1"=2000'

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501). SAID BEARINGS ARE BASED LOCALLY ON THE NORTH LINE OF THE NW/4, NW/4, SEC. 12, T-17-N, R-14-E, I.B.& M. AS S88°40'38"W.

LEGEND

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

CERTIFICATION

I, CLIFF BENNETT, HEREBY CERTIFY THAT THE ABOVE REPRESENTS A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS PLAT OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS, AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 20TH DAY OF NOVEMBER 2025.

REGISTERED PROFESSIONAL LAND SURVEYOR
CLIFF BENNETT
1815
OKLAHOMA

CLIFF BENNETT P.L.S.
OKLAHOMA NO. 1815
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2027

wallace design collective
wallace design collective, pc
structural · civil · landscape · survey
123 north martin luther king jr. blvd.
tulsa, oklahoma 74103
918.584.5858 · 800.364.5858
wallace.design

City of Broken Arrow

Request for Action

File #: 26-709, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3911; 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: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3911.

City of Broken Arrow

Request for Action

File #: 26-717, **Version:** 1

Broken Arrow City Council
05-19-2026

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3912, an ordinance closing an easement on property located north of Albany Street (61st Street), east of Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002540-2026)

Background:

The property owner has submitted an application requesting the closure of a easement on property located north of Albany Street (61st Street), east of Aspen Avenue (145th E Avenue).

The location and details of the easement to be closed are detailed in the "Easement Vacation Exhibit"

Staff has reviewed the documents and recommends acceptance of the easement closure.

Cost: $0

Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Ordinance No. 3912
Easement Closure Exhibit

Recommendation:
Adopt Ordinance No. 3912.

Ordinance No. 3912

An ordinance closing an easement on property located north of Albany Street (61st Street), east of Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, repealing all ordinances to the contrary; and declaring an emergency

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The easement affecting the real estate described as follows:

See Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this overland drainage easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this easement.

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 and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

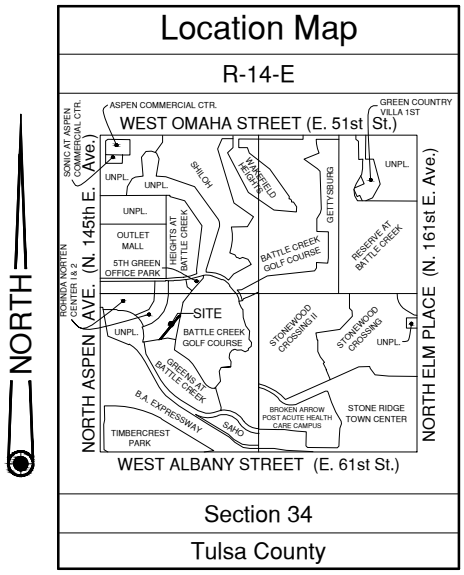
ATTEST: _____ MAYOR

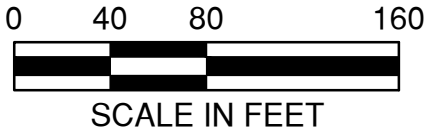
_____
(Seal) CITY CLERK

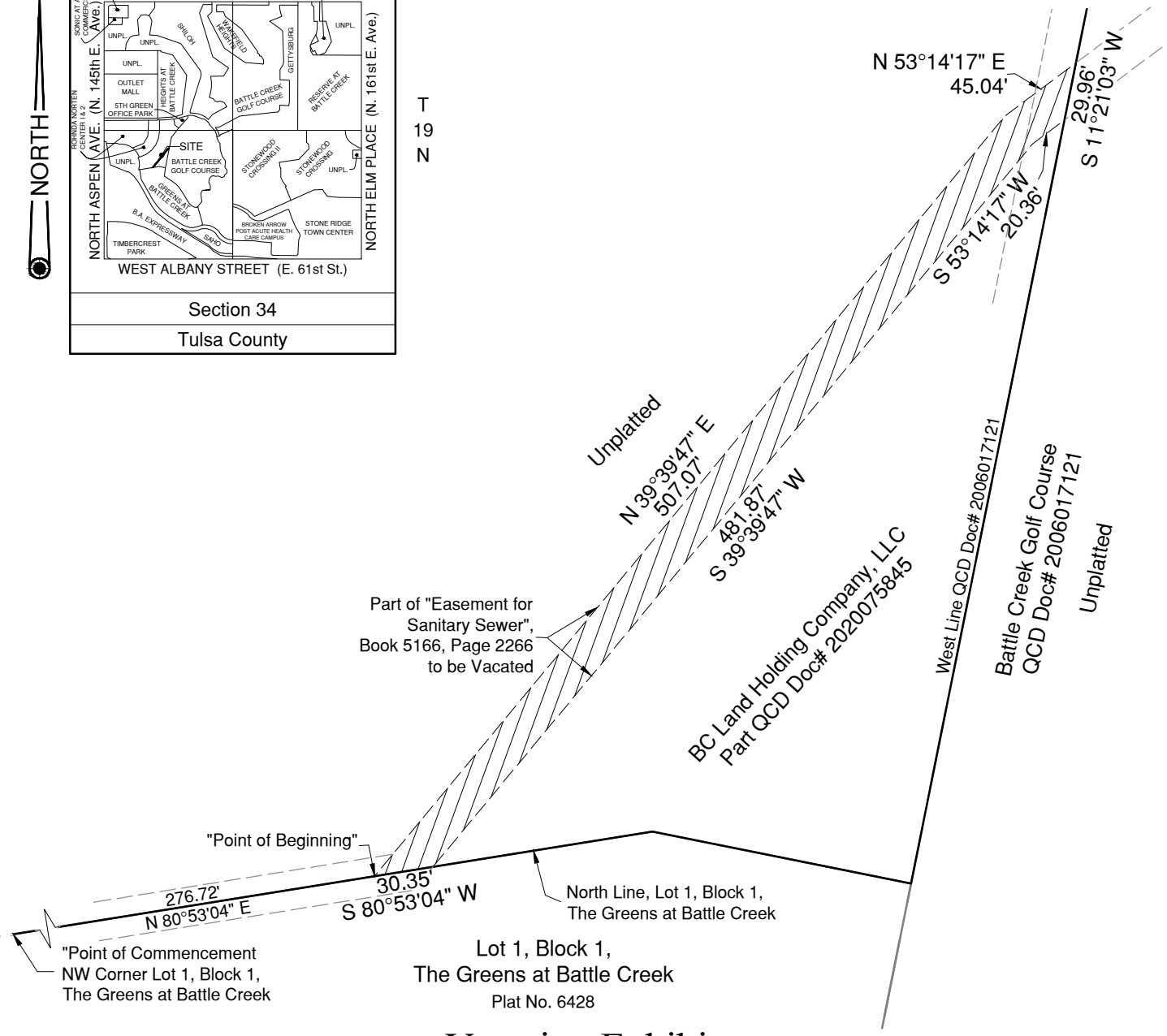
APPROVED:

_____
ASSISTANT CITY ATTORNEY

Exhibit "A"







Vacation Exhibit

Tulsa Engineering & Planning Associates
9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146
Phone: 918-252-9621 Fax: 918-340-5999
Civil Engineering, Land Surveying, Land Planning
Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2027

Job No: 25-077
Scale: 1" = 80'
Date: 11/13/2025

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Exhibit "A"

Legal Description

A tract of land located within the Southwest Quarter (SW/4) of Section 34, T-19-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the Northwest Corner of Lot 1, Block 1, "The Greens at Battle Creek", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, Plat No. 6428, as filed in the office of the Tulsa County Clerk; Thence N 80°53'04" E, along the northwesterly line of said Lot 1, a distance of 276.72 feet to the "Point of Beginning", said point being within "Easement for Sanitary Sewer", Book 5166, Page 2266, as filed in the office of the Tulsa County Clerk;

Thence N 39°39'47" E, along a southerly extension of a northwesterly line of said easement and along said northwesterly line, a distance of 507.07 feet; Thence N 53°14'17" E, continuing along said northwesterly line, a distance of 45.04 feet to a point on the westerly line of Quit Claim Deed, Document No. 2006017121, as filed in the office of the Tulsa County Clerk; Thence S 11°21'03" W, along said westerly line, a distance of 29.96 feet to a point on the southeasterly line of said easement; Thence S 53°14'17" W, along said southeasterly line, a distance of 20.36 feet; Thence S 39°39'47" W, continuing along said southeasterly line, a distance of 481.87 feet to a point on the northerly line of said Lot 1, Block 1; Thence S 80°53'04" W, along said northerly line, a distance of 30.35 feet to the "Point of Beginning".

Said tract contains 10,543 square feet or 0.2420 acres.

The non-astronomical basis of bearings contained herein are based upon the northwesterly line of Lot 1, Block 1, "The Greens at Battle Creek", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, Plat No. 6428, as filed in the office of the Tulsa County Clerk, as being N 80°53'04" E.

CERTIFICATE:

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc. and a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accord with existing records, is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

David W. Murdoch, P.L.S.
2025.11.13 09:36:40
-06'00'

David W. Murdoch, P.L.S. No. 1404
E-mail: d.murdoch@tulsaengineering.com
Telephone: (918) 252-9621

LICENSED PROFESSIONAL LAND SURVEYOR
DAVID W. MURDOCH
1404
OKLAHOMA

Vacation Exhibit

Tulsa Engineering & Planning Associates
9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146
Phone: 918-252-9621 Fax: 918-340-5999
Civil Engineering, Land Surveying, Land Planning
Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2027

Job No: 25-077
Scale: N/A
Date: 11/13/2025

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City of Broken Arrow

Request for Action

File #: 26-710, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3912; 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: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3912.

City of Broken Arrow

Request for Action

File #: 26-708, **Version:** 1

Broken Arrow City Council
05-19-2026

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3914, closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002733-2026)

Background:

The property owner, or their representative, has submitted an application requesting the closure of an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane. The location and details of the easement to be closed are detailed in the "Easement Vacation Exhibit" attachment.

Staff have reviewed the request and recommend acceptance of the easement closure.

Cost:	$0
Funding Source:	-
Requested By:	Rocky Henkel, Community Development Director
Approved By:	City Manager's Office
Attachments:	Ordinance No. 3914 Easement Closure Exhibit

Recommendation:
Adopt Ordinance No. 3914.

Ordinance No. 3914

An ordinance closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 12, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The easement affecting the real estate is described as follows:

See Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

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 and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

ATTEST: _____ MAYOR

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

WHITE SURVEYING COMPANY
• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-6924

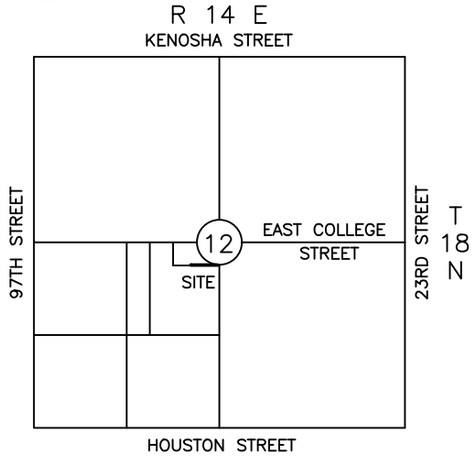
UTILITY EASEMENT 1 VACATION
EXHIBIT A

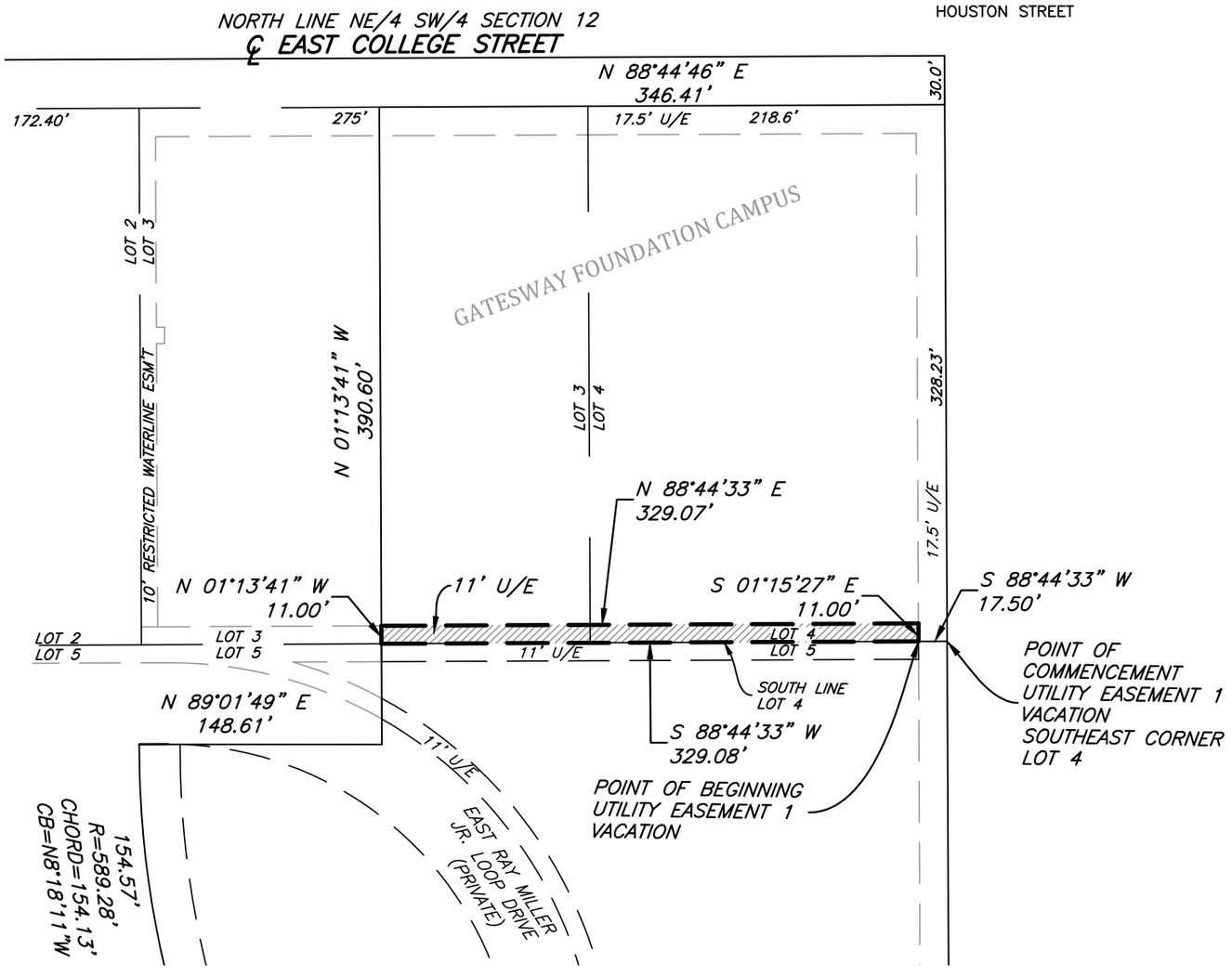
GATESWAY FOUNDATION CAMPUS, CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA

1"=100'
0 100

STK 25-117107
CLIENT: ROUTE 66 ENGINEERING, LLC

BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE AND THE EAST LINE OF BLOCK 1, GATESWAY FOUNDATION CAMPUS BEING SOUTH 01°15'27" EAST.





LEGAL DESCRIPTION

UTILITY EASEMENT 1 VACATION DESCRIPTION:
A TRACT OF LAND IN LOTS THREE (3) AND FOUR (4), BLOCK ONE (1), GATESWAY FOUNDATION CAMPUS, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6406, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 88°44'33" WEST ALONG THE SOUTH LINE OF SAID LOT 4 FOR 17.50 FEET TO THE WEST LINE OF AN EXISTING 17.5 FOOT UTILITY EASEMENT AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°44'33" WEST ALONG THE SOUTH LINE OF SAID LOT 3 AND SAID LOT 4 FOR 329.08 FEET; THENCE NORTH 01°13'41" WEST FOR 11.00 FEET; THENCE NORTH 88°44'33" EAST FOR 329.07 FEET TO THE WEST LINE OF AN EXISTING 17.5 FOOT UTILITY EASEMENT; THENCE SOUTH 01°15'27" EAST ALONG SAID WEST LINE FOR 11.00 FEET TO THE POINT OF BEGINNING. CONTAINING A COMPUTED AREA OF 3,620 SQUARE FEET OR 0.083 ACRES, MORE OR LESS.

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHN L. LIBBY JR. L.S.1806
OKLAHOMA

WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION
NO. CA1098

BY: _____ DATE: 4/2/2026
REGISTERED PROFESSIONAL LAND
SURVEYOR OKLAHOMA NO. 1806

REVISED: 04/02/26

WHITE SURVEYING COMPANY
• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-6924

UTILITY EASEMENT 1 VACATION
EXHIBIT A
CLOSURE REPORT

GATESWAY FOUNDATION CAMPUS, CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA

SEGMENT #1: LINE
COURSE: S88° 44' 33"W LENGTH: 329.08'

SEGMENT #2: LINE
COURSE: N01° 13' 41"W LENGTH: 11.00'

SEGMENT #3: LINE
COURSE: N88° 44' 33"E LENGTH: 329.07'

SEGMENT #4: LINE
COURSE: S01° 15' 27"E LENGTH: 11.00'

PERIMETER: 680.15' AREA: 3619.81 SQ. FT.
ERROR CLOSURE: 0.0043 COURSE: S88° 43' 24"W
ERROR NORTH: -0.00010 EAST: -0.00435

PRECISION 1: 158174.42

City of Broken Arrow

Request for Action

File #: 26-712, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3914; 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: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3914.

City of Broken Arrow

Request for Action

File #: 26-718, **Version:** 1

Broken Arrow City Council
05-19-2026

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3915 closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002734-2026)

Background:

The property owner, or their representative, has submitted an application requesting the closure of an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane. The location and details of the easement to be closed are detailed in the "Easement Vacation Exhibit" attachment.

Staff have reviewed the request and recommend acceptance of the easement closure.

Cost: $0

Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Ordinance No. 3915
Easement Closure Exhibit

Recommendation:
Adopt Ordinance No. 3915.

Ordinance No. 3915

An ordinance closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 12, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The easement affecting the real estate is described as follows:

See Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

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 and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

ATTEST: _____ MAYOR

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

WHITE SURVEYING COMPANY
• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-6924

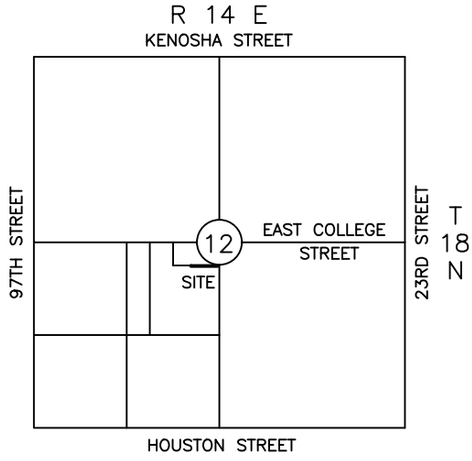
UTILITY EASEMENT 2 VACATION
EXHIBIT A

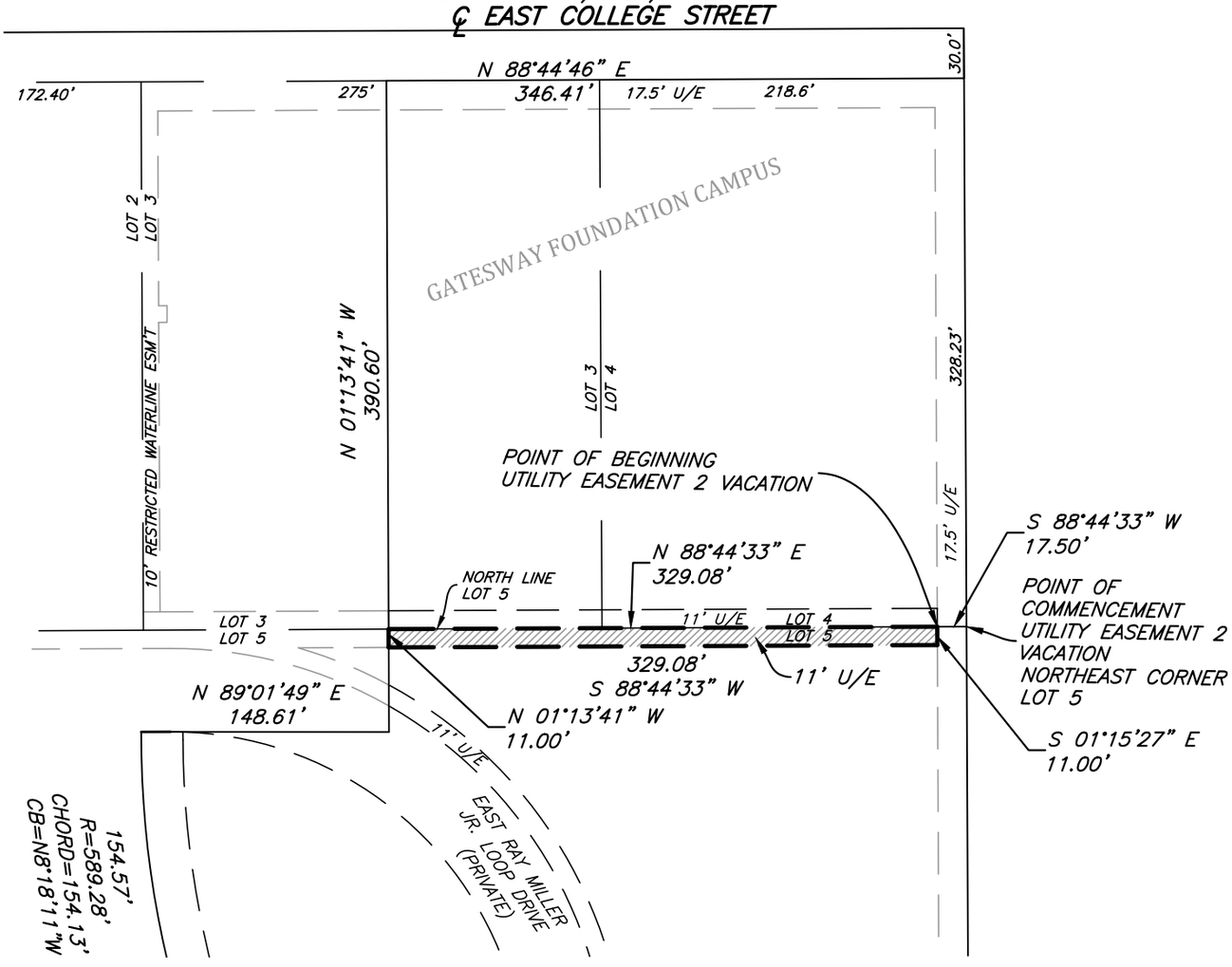
GATESWAY FOUNDATION CAMPUS, CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA

1"=100'
0 100

STK 25-117107
CLIENT: ROUTE 66 ENGINEERING, LLC

BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE AND THE EAST LINE OF BLOCK 1, GATESWAY FOUNDATION CAMPUS BEING SOUTH 01°15'27" EAST.





LEGAL DESCRIPTION

UTILITY EASEMENT 2 VACATION DESCRIPTION:
A TRACT OF LAND IN LOT FIVE (5), BLOCK ONE (1), GATESWAY FOUNDATION CAMPUS, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6406, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 88°44'33" WEST ALONG THE NORTH LINE OF SAID LOT 5 FOR 17.50 FEET TO THE WEST LINE OF AN EXISTING 17.5 FOOT UTILITY EASEMENT AND THE POINT OF BEGINNING; THENCE SOUTH 01°15'27" EAST ALONG SAID WEST LINE FOR 11.00 FEET; THENCE SOUTH 88°44'33" WEST FOR 329.08 FEET; THENCE NORTH 01°13'41" WEST FOR 11.00 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE NORTH 88°44'33" EAST ALONG SAID NORTH LINE FOR 329.08 FEET TO THE WEST LINE OF AN EXISTING 17.5 FOOT UTILITY EASEMENT AND THE POINT OF BEGINNING. CONTAINING A COMPUTED AREA OF 3,620 SQUARE FEET OR 0.083 ACRES, MORE OR LESS.

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHN L. LIBBY JR. L.S.1806
OKLAHOMA

WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION
NO. CA1098

BY: _____ DATE: 4/2/2026
REGISTERED PROFESSIONAL LAND
SURVEYOR OKLAHOMA NO. 1806

REVISED: 04/02/26

MA – S:\06406\B001\L001\117107\Drawing\117107EX25-Utility Easement 2 Vacation.dwg 10/21/25

WHITE SURVEYING COMPANY
• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-6924

UTILITY EASEMENT 2 VACATION
EXHIBIT A
CLOSURE REPORT

GATESWAY FOUNDATION CAMPUS, CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA

SEGMENT #1: LINE
COURSE: S01° 15' 27"E LENGTH: 11.00'

SEGMENT #2: LINE
COURSE: S88° 44' 33"W LENGTH: 329.08'

SEGMENT #3: LINE
COURSE: N01° 13' 41"W LENGTH: 11.00'

SEGMENT #4: LINE
COURSE: N88° 44' 33"E LENGTH: 329.08'

PERIMETER: 680.16' AREA: 3619.88 SQ. FT.
ERROR CLOSURE: 0.0057 COURSE: N88° 45' 26"E
ERROR NORTH: 0.00012 EAST: 0.00565

PRECISION 1: 119326.32

City of Broken Arrow

Request for Action

File #: 26-714, **Version:** 1

Broken Arrow City Council
Meeting of: 05-19-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3915; 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: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3915.

BROKEN ARROW
Where opportunity lives

485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Public Contract
Application for
Contractual Changes

Contract Change Order #5

Project Name:	BAPSC Fire Department Annex Building	Project Number:	191711
PO Number:	22503344	Date of Application:	Tuesday, May 5, 2026
Contractor:	Scissor Tail Construction	Submitted By:	Ben Deacon

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) This Change Order is to amend the Final Contract Price. The contract price due to previous change orders was $1,117,987.39. Crews performed additional sidewalk replacement on the northeast corner and adding additional conduit and plugs in the equipment room. Line item #4 for

Change in Contractual Project Time:

1) No additional days added.

Plan Sheets or Additional Documents Attached: ☐ Yes ☑ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity		Total Amount
1		Overrun on Line Item #4 for additional work	LS	$3,237.00	1	$	3,237.00
						$	-
						$	-
					Total Change Cost:	$	3,237.00

Summary of Project Costs

Total Previous Change Orders:	$	178,834.11	Original Contract Amount:	$	939,153.28
Current Change Order:	$	3,237.00	Amended Contract Amount:	$	1,121,224.39
Total Cost of Change Orders:	$	182,071.11	Percent Change in Contract:		19.39%
Total Cost Applicable to CBA:	$	125,558.61	Percent Change Applicable to CBA:		13.37%

Change Order Authorization

Change Order # 5 in the sum of: $ 3,237.00 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Jack David Barnes Jr		5-5-2026
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	5/5/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	5/8/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	5/8/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number:_____ City Clerk:_____

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Application for Contractual Changes
Contract Change Order # 1

Project Name: Verdigris River WTP Raw Water Pump Station Improvements
Project Number: 2454140
PO Number: FAP-25-0005-L
Date of Application: Monday, April 27, 2026
Contractor: Crossland Heavy Contractors
Submitted By: Levi McBride

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) 36" Flow Meter Removal & Replacement
2)

Change in Contractual Project Time:

1) 28 weeks

Plan Sheets or Additional Documents Attached: ☐ Yes ☑ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
		36" Flow Meter Removal & Replacement	LS	$ 77,955.00	1	$ 77,955.00
						$ -
						$ -
					Total Change Cost:	$ 77,955.00

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 1,094,400.00
Current Change Order:	$ 77,955.00	Amended Contract Amount:	$ 1,172,355.00
Total Cost of Change Orders:	$ 77,955.00	Percent Change in Contract:	7.12%
Total Cost Applicable to CBA:	$ 77,955.00	Percent Change Applicable to CBA:	7.12%

Change Order Authorization

Change Order # 1 in the sum of: $ 77,955.00 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Levi McBride	Levi McBride	5/4/2026
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	5/5/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	5/8/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	kenneth Schwab	5/8/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____ City Clerk: _____

CITY OF BROKEN ARROW
Where opportunity lives

Public Contract Application for Contractual Changes

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Contract Change Order # 1

Project Name: 2025 Portland Cement Concrete Street Repair
Project Number: 25.175
PO Number: 22601820
Date of Application: Monday, May 4, 2026
Contractor: Cherokee Pride Construction, Inc.
Submitted By: Harlan Yocham, Jr.

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) At the direction of COBA, added Work Orders for Shiloh at Battle Creek, Brentwood, Meadow Heights and Fire Station 7.

Change in Contractual Project Time:

1) N/A

Plan Sheets or Additional Documents Attached: ☐ Yes ☑ No ☐ Other: _____

Work Order Quantities

Item#	Item Description	Units	Price	Quantity	Total Amount
WO-25002	Shiloh at Battle Creek Street Rehab	Estimated	$ 153,825.00	1	$ 153,825.00
WO-25004	Brentwood Concrete Panel Replacement ST23300	Estimated	$ 1,247,373.93	1	$ 1,247,373.93
WO-25005	Concrete Panel Replacement - Meadow Heights ST23310	Estimated	$ 1,637,959.48	1	$ 1,637,959.48
WO-25008	Fire Station #7 Parking Rehab	Estimated	$ 51,798.00	1	$ 51,798.00
				Total Change Cost:	$ 3,090,956.41

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 671,750.00
Current Change Order:	$ 3,090,956.41	Amended Contract Amount:	$ 3,762,706.41
Total Cost of Change Orders:	$ 3,090,956.41	Percent Change in Contract:	460.13%
Total Cost Applicable to CBA:	$ -	Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 1 in the sum of: $ 3,090,956.41 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Harlan Yocham	Harlan Yocham	5/7/26
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	5/7/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	5/8/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	5/8/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinance

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____ City Clerk: _____

BROKEN ARROW
Where opportunity lives

Bid 26.148-Opioid Abatement			
Description	**Bidders**		
• This solicitation establishes a professional services agreement for the completion of a Community Needs Assessment to support opioid abatement efforts for the City of Broken Arrow. The awarded proposer shall provide all services, deliverables, and related work as outlined in the scope of work of this Request for Proposals (RFP) at the proposed and agreed-upon cost. • All services shall be performed in accordance with the specifications, requirements, and timeline identified in this solicitation. Deliverables must meet the standards outlined in the RFP and be submitted in accordance with agreed-upon project milestones.	Crescendo Consulting Group	Healthy Minds Policy Initiative	Omni Institute
Notary Public Commission Expires	**5/21/2029**	**11/28/2026**	**7/17/2027**
Pricing Summary			
Total Lump Sum Cost to Complete Entire Scope of Work	$44,492.00	$125,433.66	$78,760.00
Optional Services	$0.00	$0.00	$3,000.00
Travel Expenses (if not included above)	$0.00	$0.00	$0.00
Other (Specify)	$0.00	$0.00	$0.00
Price Summary - Rates and Charges	**$44,492.00**	**$125,433.66**	**$81,760.00**

Bid 26.148-Opioid Abatement
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (7) Vendors with (3) Vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze

Ryan Baze, General Services Director

Date: 5/11/2026

BROKEN ARROW
Where opportunity lives

Bid 26.139 - Armored Truck Services

Description		Bidders	
The City of Broken Arrow reserves the right to award this contract to one or more armored vehicle service providers. If multiple vendors are awarded, service assignments may be rotated as determined by the City. If a selected vendor is unable to provide scheduled or requested cash pickup services within the required timeframe, the City reserves the right to utilize another authorized service provider. All contractors shall comply with all applicable local, state, and federal laws, regulations, and industry standards governing armored vehicle and cash handling services.		Brink	GardaWorld Cash Services (Disqualified-did not complete signature pages)
Notary Public Commission Expires		**9/5/2027**	
Pricing Summary		**Monthly Rate Per 6 Min Stop per location**	**Monthly Rate Per 6 Min Stop per location**
City Hall	5 times a week	$1,624.88	$790.90
Central Community Center	5 times a week	$1,473.22	$790.90
Family Aquatic Center	2 times week-seasonal	$589.29	$323.55
Neinhuis Community Center	5 times a week	$1,473.22	$790.90
Neinhuis swimming pool	2 times week-seasonal	$589.29	$323.55
Country Aire poole	1 time a week	$294.64	$155.66
Justice Center	5 times a week	$1,473.22	$790.90
Price Summary - Rates and Charges		**$7,517.76**	**$3,966.36**

Bid 26.139 - Armored Truck Services
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (7) seven vendors with (2) two vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze

Ryan Baze, General Services Director

3/25/2026

Date

Docusign Envelope ID: F4F85B44-FF36-87B9-822F-084B19EC624D

Project No. 0619227

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of _____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad"), and [**CITY OF BROKEN ARROW**], to be addressed at [220 S. 1st St. Broken Arrow, OK] (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Article 2. RIGHT GRANTED; PURPOSE.

The Railroad hereby grants to the Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property at or near [Tulsa IND Lead – MP 291.695], for the purpose of Painting Silo. The right herein granted to Licensee is limited to those portions of the Railroad's property specifically described herein in the location shown on the print marked Exhibit A, attached hereto and hereby made a part hereof, or designated by the Railroad Representative named in Article 4.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 3. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in Exhibits B and C, hereto attached, are hereby made a part of this Agreement.

Article 4. ALL EXPENSES TO BE BORNE BY LICENSEE; RAILROAD REPRESENTATIVE.

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this Agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to the representative local Manager of Signal Maintenance of the Railroad or their authorized representative (hereinafter the Railroad Representative):

http://www.up.com/flagging	**MSM** Jim Brenner - jrbrenne@up.com - 6083871179

Article 5. TERM; PAINTING.

A. The grant of right herein made to Licensee shall commence on the date of this Agreement, and continue until [120 Calendar Days from Notice to Proceed] unless sooner terminated asherein provided, or at such time as Licensee has completed its work on Railroad's property, whichever

Docusign Envelope ID: F4F85B44-FF36-87B9-822F-084B19EC624D

is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party

Article 6. CERTIFICATE OF INSURANCE.

A. Only upon request, the Licensee shall provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit C of this Agreement.

B. Union Pacific should be listed as certificate holder and only upon request all insurance correspondence shall be directed to: Union Pacific Railroad Company, (Attn.: Charles Frank Bradburn - Project No. 0619227), 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

Article 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to beginning any work, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on the property set forth herein. If it is, the Licensee shall also comply with and be subject to the provisions contained in Section 6 of Exhibit B.

Article 8. ENFORCEABILITY; CHOICE OF LAW; CHOICE OF FORUM.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Oklahoma. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Oklahoma only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
Federal Taxpayer I.D. #946001323

By:_____
Charles Frank Bradburn
Mgr I Real Estate

[CITY OF BROKEN ARROW]

By:_____

Title:_____

Printed Name:_____

Attest:

_____
City Clerk [Seal]

Docusign Envelope ID: F4F85B44-FF36-87B9-822F-084B19EC624D

Approved as to Form and Content:

D. Graham Parker
Assistant City Attorney

(Pursuant to ordinance, resolution, or other evidence of proper authority to execute this instrument, a copy of which shall be attached to the Railroad's original counterpart of this document.)

Docusign Envelope ID: F4F85B44-FF36-87B9-822F-084B19EC624D

Exhibit BROE 880702
Form Approved, AVP-Law

EXHIBIT "A"

EXHIBIT B

Docusign Envelope ID: F4F85B44-FF36-87B9-822F-084B19EC624D

Section 1 - NOTICE OF COMMENCEMENT OF WORK – FLAGGING.

The Licensee agrees to notify the Railroad Representative at least Ten (10) days in advance of Licensee commencing its work and at least 24 hours in advance of proposed performance of any work by the Licensee in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of such notice, the Railroad Representative will determine and inform the Licensee whether a flagman need be present and whether the Licensee need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services will be provided at Licensee's expense with the understanding that if the Railroad provides any flagging or other services, the Licensee shall not be relieved of any of its responsibilities or liabilities set forth herein.

Section 2 - LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3 - NO INTERFERENCE WITH RAILROAD'S OPERATION.

No work performed by Licensee shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad, its lessees, licensees or others, unless specifically permitted under this Agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof. When not in use, Licensee's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no crossings of Railroad's tracks except at existing open public crossings.

Section 4 - PERMITS.

Prior to beginning any work, the Licensee, at its sole expense, shall obtain all necessary permits to perform any work contemplated by this Agreement.

Section 5 - MECHANIC'S LIENS.

The Licensee shall pay in full all persons who perform labor or provide materials for the work to be performed by Licensee. The Licensee shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against any property of the Railroad for any such work performed. The Licensee shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 6 - FIBER OPTIC CABLE SYSTEMS.

Docusign Envelope ID: F4F85B44-FF36-87B9-822F-084B19EC624D

In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Licensee shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 7 - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, the Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and indemnify the Railroad for any such fine, penalty, cost or charge, including without limitation attorneys' fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

Section 8 - SAFETY INSTRUCTIONS.

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work pursuant to this Agreement. As reinforcement and in furtherance of overall safety measures to be observed by the Licensee (and not by way of limitation), the following special safety rules shall be followed:

A. The Licensee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Licensee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Licensee shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Licensee shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage or illegally obtained drug, narcotic or other substance that may inhibit the safe performance of work by an employee.

B. The employees of the Licensee shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective footwear. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes or other shoes that have thin soles or heels that are higher than normal. In addition, the Licensee shall require its employees to wear personal protective equipment as

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specified by Railroad rules, regulations or Railroad officials overlooking the work at the job site. In particular, the protective equipment to be warn shall be:

(1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Licensee's or subcontractor's company logo or name.

(2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and

(3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.

C. All heavy equipment provided or leased by the Licensee shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Licensee's or any of its subcontractors' equipment is unsafe for use on the Railroad's right-of-way, the Licensee, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

Section 9 - INDEMNITY.

A. As used in this Section, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (i) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and (ii) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).

B. As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this Agreement, a breach of the Agreement or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance of this Agreement; regardless of whether caused solely or contributed to in part by the negligence or fault of the Railroad.

C. Any liability of either party hereunder to one of its employees under any Workers' Compensation Act or the Federal Employers' Liability Act shall not be questioned or in any way challenged by the other party, nor shall any jury or court findings, resulting from any employee's suit against either party pursuant to any such Act(s), be relied upon or used by either party in any attempt to assert common law liability against the other.

Section 10 - RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Licensee to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Licensee, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Railroad, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, arising from the taking down of any fence or the moving or disturbance of any other property of the Railroad.

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Section 11 - WAIVER OF BREACH.

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof.

Section 12 - ASSIGNMENT – SUBCONTRACTING.

The Licensee shall not assign, sublet or subcontract this Agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Licensee permission to subcontract all or any portion of the work herein described, the Licensee is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

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EXHIBIT C

Union Pacific Railroad
Contract Insurance Requirements
Right of Entry Agreement

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:
Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Licensee must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

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G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26, (or substitute form(s) providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSEE AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed..

I. Licensee waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Licensee required by this agreement.

J. Prior to commencing the work, Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.