



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, February 3, 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. [26-3](#) Approval of the City Council Minutes of January 20, 2026
- B. [26-231](#) Approval of the City Council Special Minutes of January 12, 2026
- C. [26-222](#) Acceptance of Planning Commission meeting minutes of January 8, 2026
- D. [26-204](#) Acknowledgement of submittal of the revised Manual of Fees for Fiscal Year 2026
- E. [26-226](#) Approval of and authorization to execute Agreement, Gas Facilities Relocation, between Oklahoma Natural Gas and the City of Broken Arrow, for North Olive Avenue, between West Kenosha Street and West Albany Street (Project Number ST1710)
- F. [26-203](#) Approval of and authorization to execute Resolution No. 1735, a Resolution of Necessity to Condemn Property located at 4777 South 209th East Avenue, Broken Arrow, OK 74014, located in Section 29, Township 19 North, Range 15 East of the Indian Meridian, Tulsa County, Oklahoma, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 8.0 (Project No. ST21390)
- G. [26-225](#) Approval of and authorization to execute Amendment No. 2 to the Master Service Agreement and Statement of Work No. 1 with Virta Medical P.C. effective February 1, 2026

- H. [26-227](#) Approval of and authorization to execute Interlocal Agreement between Wagoner County and the City of Broken Arrow for Identification of Responsibilities and Duties Regarding the Operations, Maintenance, Construction, and Financial Obligations for Public Rights-of-Ways

- I. [26-228](#) Approval of and authorization to execute Amendment No. 1 to the Mutual Law Enforcement Assistance Agreement between Wagoner County, Oklahoma and City of Broken Arrow, Oklahoma

- J. [26-208](#) Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of \$50,000 or less

- K. [26-206](#) Approval of and authorization for purchase and installation of (9) HVAC Replacement Split Systems for the City of Broken Arrow Training Center Phase 2 Facility, from Trane Company pursuant to the OMNIA Partners Purchasing Cooperative

- L. [26-230](#) Approval of PUD-002550-2025 (Planned Unit Development) and BAZ-002374-2025 (Rezoning), D&B Processing, AG (Agricultural) to IL (Industrial Light)/PUD-002550-2025 and abrogation of PUD-193, 9.15 acres, located one-half mile south of Washington Street (91st Street), one-half mile east of the Creek Turnpike

- M. [26-233](#) Acceptance of a Utility Easement for Parcel 36.0, consisting of 8,750.02 square feet of utility easement, and a Temporary Construction Easement for Parcel 36.1, consisting of 14,000.03 square feet of temporary construction easement, located at 9201 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 Ryan Edward Brown, as Trustee of the Brown-Antoshkiw Living Trust, dated October 21, 2024, and authorization of payment in the amount of \$6,609.00 for the County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcels 36.0 and 36.1 (Project No. 2154250)

- N. [26-199](#) Acceptance of a Utility Easement from Hackberry Market, LLC, on property located on the northeast corner of West Tucson Street (121st Street South) and South Aspen Avenue (South 145th East Avenue, Tulsa County, State of Oklahoma, (Section 34, T18N, R14E) (EASE-002529-2025)

- O. [26-210](#) Acceptance of a Water Line Easement from Regent Bank, on property generally located one-quarter mile south of the southwest corner of W. Albany Street (61st Street) and Elm Place (161st E. Avenue), Tulsa County, State of Oklahoma, (Section 3, T18N, R14E) (EASE-002517-2023)

- P. [26-211](#) Ratification of the Claims List Check Register Dated January 26, 2026

6. Consideration of Items Removed from Consent Agenda

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

- A. [26-219](#) Presentation and discussion of public education efforts to provide information about the 2026 General Obligation Bond package to Broken Arrow citizens

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

9. General Council Business

- A. [26-202](#) Consideration, discussion, and possible approval of and authorization to award to the lowest responsible bidder, Cherokee Pride Construction, Inc., a construction contract for 9th Street and Washington Street Intersection Improvements (Project No. ST2027 - Phase 1)
- B. [26-207](#) Consideration, discussion, and possible approval of and authorization to pay additional funds to the Oklahoma Department of Transportation for award of the Broken Arrow Creek Trail Phase 2 Project to Crossland Heavy Contractors, Inc.
- C. [26-236](#) Consideration, discussion, and possible approval of and authorization to award the lowest responsible bid to Myers-Cherry Construction, LLC, and approve and authorize execution of construction contract for Broken Arrow Fire Station #8 (Project No. 2435170)
- D. [26-232](#) Consideration, discussion, and possible approval of BAZ-002565-2025 (Rezoning), Oneta 71, LLC, approximately 16.875 acres, from AG (Agricultural) to CG (Commercial General) located approximately one-tenth mile north of the northwest corner of E. Kenosha Street (71st Street) and Oneta Road (241st E. Avenue)
- E. [26-234](#) Consideration, discussion, and possible approval of PUD-002514-2025 (Planned Unit Development) and BAZ-002575-2025 (Rezoning), Pediatrics Plus, 14.55 acres, RS (Residential Single-Family) and RM (Residential Multi-Family) to AG (Agricultural) and CG (Commercial General), located just south of Washington St (91st Street) and just east of Aspen Ave (145th E Avenue)

10. Preview Ordinances

- A. [26-229](#) Consideration, discussion, and possible preview of Ordinance No. 3905 Amending Chapter 7, Article XVII (Short-Term Rental); Definitions, Operating Standards, Platform Duties, Owner Cap, Enforcement & Appendix Checklist

11. Ordinances

- A. [26-223](#) Consideration, discussion, and possible re-adoption of Ordinance No. 3901, an ordinance amending Section 16-12 of the Broken Arrow Code of Ordinances to add a new subsection addressing noise generated by places of public assembly located near residential property; Providing for severability; and declaring an emergency (procedural re-adoption due to publication oversight)
- B. [26-224](#) Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3901; 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

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:

A pending investigation and claim, including potential resolution, of a matter involving the Adams Creek NW Forcemain, 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 #: 26-3, Version: 1

**Broken Arrow City Council
Meeting of: 02-03-2026**

Title:

Approval of the City Council Minutes of January 20, 2026

Background:

Minutes recorded for the City Council Meeting.

Cost:

Approximately \$164

Funding Source:

City Clerk Operational Fund

Requested By:

City Clerk's Office

Approved By:

City Manager's Office

Attachments:

January 20, 2026 City Council Minutes

Recommendation:

Approve the minutes of the **January 20, 2026** City Council Meeting.



City of Broken Arrow

Minutes

City Council Meeting

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

City Hall
220 S. 1st Street
Broken Arrow Ok
74012

Tuesday, January 20, 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 Scott Moore led the Invocation.

3. Roll Call

Present: 4 - Justin Green, Lisa Ford, Johnnie Parks , Debra Wimpee
Absent: 1 - David Pickel

4. Pledge of Allegiance to the Flag

The Pledge was led by Council Member Lisa Ford.

5. Consideration of Consent Agenda

- A. 26-2 Approval of the City Council Minutes of January 06, 2026
- B. 26-175 Acceptance of Planning Commission meeting minutes of November 20, 2025
- C. 26-176 Acceptance of Planning Commission meeting minutes of December 4, 2025
- D. 26-177 Acceptance of Planning Commission meeting minutes of December 18, 2025
- E. 26-124 Approval of and authorization to execute a Professional Consultant Agreement with CEC Corporation for an evaluation of the Tiger Hill Retaining Wall (SW26060)
- F. 26-112 Approval of and authorization to execute the Agreement between the Indian Nations Council of Governments (INCOG) and the City of Broken Arrow for Congestion Mitigation and Air Quality (CMAQ) Program funds for Federal Fiscal Year 2026 (FFY2026) for Installing Wayfinding Signage on the Liberty Trail
- G. 26-99 Approval of and authorization to execute a Master Consulting Agreement between the City of Broken Arrow and Industrial Organizational Solutions to provide Promotional Examinations for the Fire Department
- H. 26-75 Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of \$50,000 or less
- I. 26-136 Approval of and authorization to declare certain City-owned vehicles and equipment as surplus and authorize the sale of those items at an online public auction
- J. 26-144 Approval of and authorization to execute the purchase of Dell Servers through Dell and Storage solution with PURE Storage through Software House International
- K. 26-146 Ratification of the additional purchase of structural firefighting coats, pants, and boots from NAFECO pursuant to SourceWell Contract 010424 LIO for the January 2026 class of fire cadets
- L. 26-96 Approval of and authorization to award the most advantageous bid to L&M Office Furniture, and approve and authorize the purchasing of Furniture for the Public Safety Complex (Project 2630200)
- M. 26-138 Approval of and authorization to award to the lowest responsible bidder, Davis H. Elliot Construction Company, Inc., a construction contract for the Arrow Forge Lighting Project (TS26010)
- N. 26-147 Approval of and authorization to execute Resolution No. 1733, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 11.0 consisting of 13,693 square feet of permanent right of way and Acceptance of a Utility Easement for Parcel 11.A consisting of 162 square feet of Temporary Construction Easement located at 9800 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 23,

Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Jared A. Lovelle and Amy J. Lovelle, the owners, for the 9th Street widening from New Orleans Street to Washington Street, Parcels 11.0 and 11.A (Project No. ST23280)

- O. 26-174 Acceptance of a North Drainage Easement from Whiskey Ridge, LLC, on property located one-half mile south of Rockford Street (31st Street) and one-eighth mile east of 23rd Street (County Line Road/193rd East Avenue), Wagoner County, State of Oklahoma, (Section 19, T19N, R15E) (EASE 002533 2025)
- P. 26-179 Acceptance of a South Drainage Easement from Whiskey Ridge, LLC, on property located one-half mile south of Rockford Street (31st Street) and one-eighth mile east of 23rd Street (County Line Road/193rd East Avenue), Wagoner County, State of Oklahoma, (Section 19, T19N, R15E) (EASE 002535 2025)
- Q. 26-178 Acceptance of a Sanitary Sewer Drainage Easement from Whiskey Ridge, LLC, on property located one-half mile south of Rockford Street (31st Street) and one-eighth mile east of 23rd Street (County Line Road/193rd East Avenue), Wagoner County, State of Oklahoma, (Section 19, T19N, R15E) (EASE 002534 2025)
- R. 26-149 Acceptance of a Temporary Construction Easement for Parcel 5.A consisting of 0.02 acres for a temporary easement located at 10132 South 177th East Avenue in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Rose Graham Properties, LLC, an Oklahoma limited liability company, the owner, for the 9th Street widening from New Orleans Street to Washington Street, Parcel 5.A (Project No. ST23280)
- S. 26-148 Acceptance of Utility Easements for Parcels 4.0, 4.1, 4.2, and 4.3 and Temporary Construction Easements for Parcels 4.A, 4.B, 4.C, 4.D, and 4.E from QRG, LLC, an Oklahoma limited liability company, on vacant property generally located west of the intersection of South Lions Avenue and South Juniper Place in Broken Arrow, Oklahoma, located in the Southeast Quarter of Section 3, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma for the Elm Creek Trunk Line Replacement, Parcels 4.0, 4.1, 4.2, 4.3, 4.A, 4.B, 4.C, 4.D, and 4.E (Project No. S.1606)
- T. 26-169 Ratification of the Claims List Check Register Dated January 12, 2026

MOTION: A motion was made by Lisa Ford, seconded by Justin Green

Move to Approve Consent Agenda Lisa Ford, seconded by Justin Green

The motion carried by the following vote:

Aye: 4 - 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. 26-167 Presentation and discussion of the Crisis Response and Care Link Program Update

Major Stephen Garrett, Broken Arrow PD, provided an update on the Broken Arrow Police Department's Crisis Response Team, explaining that it was created alongside a separate Fire Department program after recognizing that police and fire were serving different populations with limited overlap. The police team focuses on crisis mitigation involving mental health, homelessness, substance abuse, veterans' services, and emergency protective custody, pairing an officer with a care coordinator to address immediate crises and provide ongoing follow-up and service navigation. In 2025, the team responded to nearly 1,200 calls, avoided jail or hospital transport hundreds of times, and conducted extensive follow-up care, demonstrating a shift away from arrest-or-hospital outcomes toward long-term support. Garrett highlights partnerships with mental health providers, expanded weekday coverage, and several success stories showing dramatic reductions in repeat calls and crises, underscoring the program's positive impact on individual lives and overall community well-being.

Assistant Fire Chief Mark Steward outlines the Fire Department's Care Link Navigation Program, developed in partnership with Family and Children's Services and funded through the Opioid Abatement Settlement Fund. Since mid-2024, the program has embedded social work professionals alongside firefighters to identify unmet medical, mental health, and social needs, conduct home visits through trusted "warm handoffs," and provide ongoing case management. In the past year, the program has served hundreds of clients through thousands of contacts, with most referrals originating from frontline firefighters. Steward emphasizes that success is measured by improved quality of life rather than reduced call volume, sharing examples where long-term interventions stabilized vulnerable residents, including veterans and long-time high utilizers of emergency services. He notes that the program is financially sustainable, well-supported, and producing meaningful outcomes for the community.

The discussion concludes with council members and staff reflecting on the uniqueness and success of Broken Arrow's crisis response and care navigation programs, particularly the innovative use of opioid settlement funds to support the community. While noting that similar programs exist elsewhere, speakers emphasize the strong results achieved locally and express appreciation for the leadership, staff, and partners involved. Council member Green commend the teams for reducing unnecessary arrests and hospitalizations, improving outcomes for

residents in crisis, and making a meaningful, widely recognized impact on the community.

B. 26-83 Update on the 2026 General Obligation Bond Package

City Manager Michael Spurgeon updates the council that, following action taken on January 6, the city has entered the public education phase for the General Obligation Bond Package that voters will consider on April 7. Staff is finalizing public information materials for distribution in February and March, scheduling outreach meetings with HOAs, civic groups, and community organizations, and coordinating council participation in those meetings. Plans also include council and director briefings to ensure consistent messaging, new communication tools such as a public hotline for bond questions, and expanded outreach methods, with full public engagement ramping up by mid-February through the end of March.

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)

Sean Parrish, a resident of Broken Arrow, raises concerns about prolonged green-waste burning by a nearby developer, stating it has caused smoke intrusion into homes, asthma attacks, and allergic reactions among neighbors, particularly affecting elderly residents. While acknowledging that the activity is currently permitted and that proper channels, such as contacting the fire marshal, have been followed, he urges the council to reconsider the policy given the city's growth and increasing proximity of new developments to established neighborhoods. He suggests requiring contractors to haul green waste to disposal facilities instead of burning it on site.

Council members acknowledge that prolonged green-waste burning has affected multiple neighborhoods, with residents experiencing persistent smoke and related health concerns, and agree it is an issue worth revisiting. They discuss the possibility of exploring alternatives such as mulching or other disposal methods, and staff indicate they can work with engineering and community development to evaluate feasible options and regulatory changes. There is a consensus that increased oversight or ordinance updates may be needed as growth continues to encroach on established neighborhoods.

9. General Council Business

A. 26-157 Consideration, discussion, and possible approval of Resolution No. 1734, a Resolution supporting the approval of FEMA Hazard Mitigation Grant Funding for Disaster #4575 Project 13 Tulsa County 101st & Garnett Infrastructure Protection

City Manager Michael Spurgeon presented Item 26-157, a request for the City Council to adopt a resolution supporting Tulsa County's application for a FEMA Hazard Mitigation Grant to fund a road-widening and elevation project on Garnett Road from 91st to 101st. The project would raise the roadway by 5 feet to reduce future flooding, benefit the Broken Arrow–Tulsa–Bixby area, and impose no financial obligation on the city of Broken Arrow. Tulsa County has completed all FEMA requirements and is awaiting Phase 2 approval of more than \$8 million in reimbursable federal funding, with prior support from the area's congressional delegation. The proposed resolution authorizes the mayor to urge the Secretary of Homeland Security to approve the formal request promptly. It reflects the city's interest in regional flood mitigation and transportation safety.

**MOTION: A motion was made by Justin Green, seconded by Johnnie Parks
Move to Approve Item 26-157 Resolution No. 1734, a Resolution supporting the approval of FEMA Hazard Mitigation Grant Funding for Disaster #4575 - Project 13 - Tulsa County 101st & Garnett Infrastructure Protection**

The motion carried by the following vote:

Aye: 4 - Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

B. 26-106 Consideration, discussion, and possible approval of PT 001984-2025|PR-000157-2023, Conditional Final Plat, Spring Creek Crossing, approximately 36.99 acres, 132 Lots, RS-4 (Single Family Residential)/PUD-001360-2024 (Planned Unit Development), located north of Tucson Street (121st Street) and approximately one quarter mile west of 9th Street (Lynn Lane Road/177th Avenue)

Jane Wyrick, Planning & Development Manager, presented Item 26-106, a request for approval of the Spring Creek Crossing conditional final plat, a 36.99-acre residential development with 132 lots and stormwater and amenity reserve areas, located north of Tucson Street and west of Lynn Lane. The property is zoned RS-4 and PUD, has no floodplain impacts, and is served by city water and sewer. After unanimous recommendations for approval from the Technical Advisory Committee and Planning Commission, the City Council previously tabled the item to allow the developer to address concerns raised by nearby residents regarding erosion control, stormwater runoff, and construction practices. Following meetings with adjacent property

owners and revisions to address those issues, staff now recommends approval, noting that the conditional final plat includes full engineering details for drainage, grading, streets, and infrastructure, and that the developer has indicated an intent to incorporate masonry elements consistent with prior discussions.

Kyle Richardson, the developer, explains prior discussions about exterior masonry, noting concerns that promised brick finishes are sometimes reduced after construction, and states that while full brick is preferred, final decisions depend on construction costs and appraisal feasibility to avoid pricing gaps for buyers. At a minimum, the developer commits to front-facing brick on interior lots and four-sided brick on street-facing homes, though the PUD does not require these standards. He also confirms coordination with staff to install the nearby traffic signal during the summer, when school is out. He reports that stormwater issues have been significantly improved, citing engineering design that reduces runoff to neighboring properties, functioning retention ponds, early sod installation to prevent erosion, and firsthand observations during heavy rainfall showing improved conditions compared to the past.

Jason Langley at 6300 South 5th Street in Broken Arrow, a neighboring property owner, argues that stormwater issues affecting the South Fork area have not been resolved despite the developer's recent sodding and cleanup efforts, stating that field conditions show continued erosion, excessive runoff velocity, and sediment transport following multiple rainfall events. He contends the problem is not temporary construction runoff but a permanent hydraulic and detention design failure, with stormwater now reaching downstream properties at greater volume and force than before development. He warns that approving the conditional final plat would allow construction to proceed even though the system is already failing. He requests the plat remain on hold until a fully engineered drainage solution—previously authorized for design funding—is finalized and installed before homes are built.

Dustin Fletcher, a neighboring resident, presents video evidence and personal testimony asserting that stormwater impacts from the Spring Creek Crossing development remain unresolved and are causing ongoing damage to his property, including flooding, structural cracking, and erosion that did not exist prior to land clearing. He states that, despite prior assurances, neither the developer nor its engineers followed up meaningfully with him, and that while corrective work has been done on adjacent properties, his concerns have been dismissed. He asks the council to recognize that conditions have worsened due to increased elevation and runoff from the development, and to require remediation to restore his property to its pre-construction condition before allowing the project to proceed.

Megan Pasco with Tanner Consulting states that construction at Spring Creek Crossing is nearly complete and that the drainage system has been fully designed, reviewed, and approved by the City of Broken Arrow engineering staff, and built accordingly. She explains that stormwater has historically flowed east toward South Fork and that the approved design reduces peak discharge in that direction by roughly 40 percent compared to pre-development conditions. The team has worked with neighboring property owners to address concerns, preserve trees, clean sediment, expand buffer areas beyond PUD requirements, and coordinate ongoing site cleanup. She asserts that all conditions set by the council when the item was previously tabled have been met, that observed runoff during rainfall is consistent with existing drainage patterns, and that the system is functioning as intended under city standards.

The discussion centers on whether to approve the Spring Creek Crossing conditional final plat amid ongoing disputes about downstream stormwater impacts affecting South Fork residents. City engineering staff and the developer assert that the project complies with all local, state, and federal drainage standards, reduces peak flows compared to pre-development conditions, and satisfies every requirement for plat approval, emphasizing that the remaining flooding issues stem from a historical drainage failure dating back to the original South Fork development in 1993. City staff describe a proposed, grant-funded drainage improvement that would further alleviate downstream impacts but stress it is voluntary, above and beyond compliance, and cannot proceed without all parties—including attorneys—meeting and agreeing, particularly given an active lawsuit. Affected residents counter that flooding and property damage persist and urge action before additional homes are built. Ultimately, council members acknowledge the emotional and real impacts on residents but conclude that the plat meets approval criteria, expressing hope and expectation that the parties will meet within the next 30 days to resolve the drainage issue collaboratively, with staff continuing to facilitate discussions and report back.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to Approve Item 26-106 PT-001984-2025/PR-000157-2023, Conditional Final Plat, Spring Creek Crossing, approximately 36.99 acres, 132 Lots, RS-4 (Single Family Residential)/PUD-001360-2024 (Planned Unit Development), located north of Tucson Street (121st Street) and approximately one quarter mile west of 9th Street (Lynn Lane Road/177th Avenue)

The motion carried by the following vote:

Aye: 4 -

Justin Green, Lisa Ford, Johnnie Parks , Debra Wimpee

C. 26-143 Consideration, discussion, and possible approval of COMP-002532-2025, (Comprehensive Plan Change), Oneta71, LLC, 8.8 acres from Level 1 (Rural Residential/Greenway/Floodplain) to Level 4 (Commercial/Employment Nodes) located approximately one tenth mile north of the northwest corner of E. Kenosha Street (71st Street) and Oneta Road (241st E. Avenue)

Jane Wyrick, Planning & Development Manager, presented item 26-14, a request to amend the Comprehensive Plan designation for about 8.8 acres near Kenosha (71st Street) and Oneta (241st E Ave) from Level 1 rural residential/greenway/floodplain to Level 4 commercial and employment nodes, with the owner controlling roughly 16.9 acres total, including adjacent parcels. The floodplain on the west side would remain undeveloped, and a separate zoning request from agricultural to general commercial is anticipated. Surrounding properties are largely agricultural or residential estate uses, with a nearby power substation to the west. At the Planning Commission, neighbors raised concerns about traffic, pedestrian safety, noise and lighting, property values, litter, and commercial competition. At the same time, the applicant stated that the project would meet city standards, include sidewalks, and be supported by a traffic analysis. Planning Commission voted 5-0 to recommend approval, and staff supports the change based on plan policy, location, and surrounding land uses, subject to platting.

Council discussion clarified that this request is only to change the Comprehensive Plan designation, not to approve zoning, site layout, or access points yet. The mayor noted confusion about ownership but now understands the applicant also owns the already-commercial corner parcel to the south, which makes the request more cohesive rather than an isolated commercial spot. A conceptual plan shows shared access with the existing corner gas station and multiple drive points, including on Oneta, which raised concern because Oneta is a two-lane road with limited capacity. Staff indicated their preference would be right-in/right-out only on Kenosha, with left turns handled via the signal at Oneta, and emphasized that final driveway locations, turn movements, and any required improvements would be addressed later through engineering review. A traffic impact study has been completed, and staff summarized its conclusion that no significant traffic impacts are anticipated. However, councilmembers asked to review or receive a summary of the study. It was also confirmed that the northwest portion of the site is a floodplain and not proposed for development. Overall, the council recognized that tonight's action is a policy-level land-use change from Level 1 to Level 4, with detailed traffic and access decisions to be made at later stages.

Natalie Cornett, with Eller and Dietrich, representing the applicant, explained that the request is only for a Comprehensive Plan amendment, with the rezoning already recommended for approval by the Planning Commission and scheduled to come before the council next. The conceptual project is a roughly 42,000-square-foot grocery store with a fuel station and convenience store, but the site plan shown is preliminary and not final. She emphasized that the applicant will work with city staff and engineering during zoning and platting to determine proper access, traffic circulation, and safety at the signalized intersection. She also noted that the property has undergone several prior comp plan and zoning proposals over the years that were never completed through platting, including past consideration of more intense industrial uses. She said the current commercial proposal would be a lower-intensity use than those earlier concepts.

Colton Jay, who lives directly across from the proposed site, spoke in opposition and said the Planning Commission vote had been closer than reported. He explained that many nearby residents felt they did not receive adequate notice and that the project description had shifted from what they initially understood. He argued the property already has a sizable amount of commercially zoned land and compared lot sizes of other Broken Arrow grocery stores, suggesting the site is larger than typically needed for a standard grocer and more comparable to big-box developments. He raised concerns about traffic, especially on Oneta Road, describing it as a narrow, county-style road not suited for increased volume or delivery trucks operating near homes. He also cited existing light pollution from a distant store as evidence that a larger commercial development would significantly affect nearby residences. He noted past flooding on Oneta Road as another reason he believes the area's infrastructure cannot support the proposed project.

Mayor Wimpee clarified that the item before them is only a Comprehensive Plan amendment and that specific site design, access, traffic, lighting, and buffering concerns would be addressed in later zoning and platting stages, emphasizing that approval of the plan change does not lock in the conceptual layout shown. Vice Mayor Parks noted that major intersections in Broken Arrow are typically designated for commercial use as part of the city's support for services. At the same time, the resident reiterated that the additional tract being added was previously a home, not just vacant commercial land. Staff confirmed that the Planning Commission vote on the plan change was 3-2, correcting the report, and acknowledged some wording errors in the staff recommendation, clarifying that the request is to amend the Comprehensive Plan from Level 1 to Level 4, with zoning to follow separately.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to Approve Item 26-143 COMP-002532-2025, (Comprehensive Plan Change), Oneta71, LLC, 8.8 acres from Level 1 (Rural Residential/Greenway/Floodplain) to Level 4 (Commercial/Employment Nodes) located approximately one tenth mile north of the northwest corner of E. Kenosha Street (71st Street) and Oneta Road (241st E. Avenue)

The motion carried by the following vote:

Aye: 3 - Justin Green, Johnnie Parks , Debra Wimpee
Nay: 1 - Lisa Ford

D. 26-156 Consideration, discussion, and possible approval of the reappointment of Kamara Washington to the City of Broken Arrow Board of Adjustment for a three-year term to expire May 1, 2029

Jane Wyrick, Planning & Development Manager, presented Item 26-156, consideration, discussion, and possible approval of the reappointment of Kamara Washington to the City of Broken Arrow Board of Adjustment for a three-year term.

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

Move to Approve Item 26-156, the reappointment of Kamara Washington to the City of Broken Arrow Board of Adjustment for a three-year term to expire May 1, 2029

The motion carried by the following vote:

Aye: 4 - Justin Green, Lisa Ford, Johnnie Parks , Debra Wimpee

E. 26-139 Consideration, discussion, and possible approval of and authorization to award to the lowest responsible bidder, Diversified Civil Contractors, LLC, a construction contract for Aspen Avenue and Tucson Street Intersection Improvements (Project No. ST2031 Phase 4)

Charlie Bright, Director of Engineering and Construction, presented Item 26-139, a bid award for improvements at the Tucson (121st Street) and Aspen intersection, calling it a key priority tied to broader efforts to extend Aspen toward Indian Springs. He explained the city accelerated this intersection project, separating it from other road work, to get construction underway ahead of nearby commercial development such as Home Depot. Following the state bidding process, Diversified Civil Contractors was identified as the lowest responsible bidder at about \$517,500, and staff recommended awarding the contract to them.

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

Move to Approve Item 26-139 authorization to award to the lowest responsible bidder, Diversified Civil Contractors, LLC, a construction contract for Aspen Avenue and Tucson Street Intersection Improvements (Project No. ST2031 Phase 4)

The motion carried by the following vote:

Aye: 4 - Justin Green, Lisa Ford, Johnnie Parks , Debra Wimpee

F. 26-140 Consideration, discussion, and possible action for approval of and authorization to award to the lowest responsible bidder, D Kerns Construction, Inc, a construction contract for the Melinda Park Pavement Rehabilitation Project (ST22270)

Charlie Bright, Director of Engineering and Construction, presented Item 26-140, another construction contract award, this time for the Melinda Park residential rehabilitation project near 61st and Garnett, one of the city's older neighborhoods. He explained that utilities in the area were replaced over the past year, a process that intentionally disrupted and damaged the streets. Now that underground work is complete, the city is moving forward with full pavement reconstruction. After the state bidding process, D. Kearns Construction was the apparent low bidder at about \$2.66 million, and staff recommended awarding the contract to proceed with the street improvements.

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

Move to Approve Item 26-140 authorization to award to the lowest responsible bidder, D Kerns Construction, Inc, a construction contract for the Melinda Park Pavement Rehabilitation Project (ST22270)

The motion carried by the following vote:

Aye: 4 - Justin Green, Lisa Ford, Johnnie Parks , Debra Wimpee

G. 26-141 Consideration, discussion, and possible approval of and authorization to award the lowest responsible bid to Scissortail Construction, and execution of construction contract for the Grain Silo Improvements Project (Project No. 2417300)

Charlie Bright, Director of Engineering and Construction, presented Item 26-141, a report on plans to improve the city-owned grain silo that the Council purchased in April 2024. At the City Manager's direction, staff developed a project to repaint the structure, replace the old company logo with updated branding, and complete some related electrical work to enhance its appearance. The project was first bid last summer but received no responses, so staff revised

the plans and actively reached out to contractors before rebidding. This time, three bids were received, and the lowest responsible bidder was the local firm Scissortail Construction at \$169,938, with staff recommending awarding the contract to move forward with the upgrades.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 26-141, authorization to award the lowest responsible bid to Scissortail Construction, and execution of construction contract for the Grain Silo Improvements Project (Project No. 2417300)

The motion carried by the following vote:

Aye: 3 - Lisa Ford, Johnnie Parks, Debra Wimpee
Abstain: 1 - Justin Green

H. 26-190 Consideration, discussion, and possible approval of a Noise Ordinance waiver for Cowan Construction to work before 0700 on two different dates at the Aspen Ridge Apartment Complex

Charlie Bright, Director of Engineering and Construction, presented Item 26-190, the city is considering a request from an apartment complex contractor for a variance to the noise ordinance to allow after-hours work on two days for large concrete pours. Because each pour requires about 16 hours to prep, place, and finish roughly 16,000 square feet of concrete, the work cannot be completed within regular permitted construction hours. Under the ordinance, any exception must be approved by the governing body. Staff is not recommending the request as proposed initially—early morning work—due to prior noise complaints from nearby residents, and instead suggests that, if an exception is granted, it would be less disruptive to allow work to extend later into the evening rather than start earlier in the morning, leaving flexibility for staff to designate the specific days depending on weather and scheduling.

Council discussion focused on balancing construction needs with neighborhood quality of life. Councilors noted residents had previously complained about early-morning noise and appreciated the city stepping in, emphasizing that protecting sleep—especially from very early starts like 3:00–4:00 a.m.—should be a priority. Other Councilors shared ongoing complaints from another project that had been granted extended noise hours, reinforcing their reluctance to approve additional early-morning exceptions. While there was openness to offering the contractor some accommodation, the preference was to allow work to extend later into the evening rather than begin earlier in the morning. A motion to deny the request as proposed initially was raised, then shifted toward a compromise: permitting only two nights of extended hours, with debate over how late, given the standard cutoff is 10:00 p.m. and the contractor's request to work as late as 2:00 a.m. raised concern about whether that would meaningfully reduce neighborhood impact.

The contractor acknowledged concerns about very early work and proposed a compromise to minimize neighborhood disruption while still completing the large concrete pours. Instead of starting around 3:00 a.m. and working into the early morning, he suggested beginning at 5:00 a.m. and working until about 11:00 p.m. on two specific days, explaining that later-morning concrete deliveries often cause significant delays that can jeopardize the pour and lead to substantial financial losses if not completed continuously. He emphasized efforts to reduce impact by staging work on the west side of the site, avoiding directing lights toward nearby homes, and being mindful of neighbors during the 16-month construction period. Council members responded more favorably to this adjusted schedule, with staff indicating it aligned with their preference to extend evening hours rather than allow very early starts, and discussion included ensuring nearby residents receive advance notice. Hence, they know what to expect on those two days.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 26-190, an amended Noise Ordinance waiver for Cowan Construction to work from 5:00 a.m. to 11:00 p.m. on two different dates at the Aspen Ridge Apartment Complex

The motion carried by the following vote:

Aye: 4 - Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

10. Preview Ordinances - NONE

11. Ordinances - NONE

12. Remarks and Inquiries by Governing Body Members

Council members expressed appreciation to city staff and public safety personnel for their work supporting the previous Monday's meeting, noting the extensive behind-the-scenes coordination to ensure safety, logistics, and resident needs were handled smoothly. They described the event as well-run and professional, acknowledging the long hours staff put in and their willingness to step up when needed, with one minor suggestion: that staff read speakers' names aloud in the future. Overall, the tone was one of gratitude and confidence in the staff's

readiness to handle future situations as well.

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

City Manager Michael Spurgeon reflected on the development of the city's crisis response program since 2024, thanking police, fire, and leadership staff for embracing the model in a way that strengthens—rather than replaces—traditional public safety roles, and noting measurable progress, including adding a full-time position and securing funding support with legal's help. He said staff will explore options with community development and fire officials regarding concerns about open burning, including possible ordinance changes, while weighing safety and cost differences with other disposal methods. Addressing the Spring Creek drainage issue, he assured the council that staff will continue working with all parties to facilitate a meeting and pursue a solution, acknowledging the emotional nature of the situation but emphasizing cooperation. He also noted ongoing monitoring of potential weather impacts. He said the city will respond as needed.

At 8:37 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 Lisa Ford
Move for a recess for BAMA and BAEDA

The motion carried by the following vote:

Aye: 4 - Justin Green, Lisa Ford, Johnnie Parks , Debra Wimpee

At 9:01 p.m., the room was cleared for Executive Session.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to enter Executive Session

The motion carried by the following vote:

Aye: 4 - Justin Green, Lisa Ford, Johnnie Parks , Debra Wimpee

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. Litigation, including potential resolution and settlement, of matters involving the worker's compensation claim of Kirby Walker, WCC #CM3 2025 02498E, including possible authorization to settle this claim, under 25 O.S. §307(B)(4).

2. The City's potential claims and litigation or civil actions involving Ellis Concrete and Construction, LLC and RLI Insurance related to Project ST 23300 Concrete Panel Replacement Street Repair Brentwood, Broken Arrow, OK; Project ST23310 Concrete Panel Replacement Street Repair Meadow Heights, Broken Arrow, OK, and Bond Numbers RCB0054216 and RCB0058697 issued by Surety RLI Insurance Company, under 25 O.S. §307(B)(4).

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

Move to find the Executive Session necessary to process the litigation and potential claims listed for discussion in the Executive Session

The motion carried by the following vote:

Aye: 4 - 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 and outside counsel to negotiate settlement of the worker's compensatoin claim of Kirby Walker in the amount recommended by outside counsel

The motion carried by the following vote:

Aye: 4 - 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 negotiate resolution of the potential claims and litigation involving Ellis Concrete and RLI Insurance, as recommended by the city attorney

The motion carried by the following vote:

Aye: 4 - Justin Green, Lisa Ford, Johnnie Parks , Debra Wimpee

15. Adjournment

The meeting was adjourned at 9:17 p.m.

MOTION: A motion was made by Lisa Ford, seconded by Justine Green

Move to Adjourn

The motion carried by the following vote:

Aye: 4 -

Justin Green, Lisa Ford, Johnnie Parks , Debra Wimpee

Mayor

City Clerk



City of Broken Arrow

Request for Action

File #: 26-231, **Version:** 1

Broken Arrow City Council
Meeting of: 02-03-2026

Title:

Approval of the City Council Special Minutes of January 12, 2026

Background:

Minutes recorded for the City Council Special Meeting.

Cost: **Approximately \$300**

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **January 12, 2026 City Council Special Minutes**

Recommendation:

Approve the minutes of the January 12, 2026 City Council Special Meeting.



City of Broken Arrow

Minutes

City Council Special Meeting

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

City Hall
220 S. 1st Street
Broken Arrow Ok
74012

Monday, January 12, 2026

Time 6:00 p.m.

Council Chambers

1. Call to Order

Mayor Debra Wimpee called the meeting to order at 6:00 p.m.

2. Invocation

Pastor Greg Pittman led the Invocation.

3. Roll Call

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

4. Pledge of Allegiance to the Flag

The Pledge was led by Vice Mayor Johnnie Parks.

5. General Council Business

- A. 26-151 **Consideration, discussion, and possible approval of BAZ-002469-2025 (Rezoning) and SP-002526-2025 (Conditional Use Permit), Islamic Center of Tulsa, 15.06 acres, AG (Agricultural) to CG (Commercial General), located approximately ½ mile north of Tucson Street (121st Street) and just east of Olive Avenue (129th E. Avenue)**

Community Development Director Rocky Henkel presented an application to rezone a roughly 15-acre property on the east side of South Olive Avenue, south of the Creek Turnpike, from A1 Agricultural to CG Commercial General, along with a conditional use permit for a place of assembly. The site is designated Level 6 in the 2019 Next Comprehensive Plan, which supports commercial uses, and surrounding properties are primarily agricultural, greenway, floodplain, vacant land, or limited residential and assembly uses. The rezoning request complies with the comprehensive plan, and a place of assembly is allowed in both the existing and proposed zoning districts with a conditional use permit under the zoning ordinance update effective July 1, 2025. The applicant submitted a conceptual site plan, with complete engineering, infrastructure compliance, and final parking calculations to be addressed during the formal site plan process. Parking requirements will be determined in accordance with the ordinance standards for assembly and retail uses. Public comment at the Planning Commission raised concerns about future traffic, stormwater, sewer capacity, and a planned frontage road, while others spoke in support of the project. All infrastructure issues would be addressed during engineering, and the applicant would be required to dedicate right-of-way for the frontage road if approved. The Planning Commission recommended approval of the rezoning by a four-to-one vote and approval of the conditional use permit by a three-to-two vote, with the condition that no outdoor speakers be allowed. Based on the comprehensive plan, site location, surrounding land uses, and zoning regulations, staff recommends approval of both applications, subject to platting requirements, and offered to answer council questions before the applicant's presentation.

Mesuth Kasem addressed the council in support of the proposed place of worship, explaining his civic involvement, professional background, and longstanding connection to Broken Arrow, and describing a vision established in 2014 to responsibly acquire land for future expansion to serve both the faith community and the broader public. He emphasized that the project is community-oriented, low-impact, and comparable to existing churches, with predictable activity and full compliance with city traffic, parking, and safety requirements. Mr. Kasem argued that zoning decisions should be guided by facts, fairness, and consistency rather than fear, noting that places of worship are recognized institutional uses that do not diminish

property values and often provide stability and community engagement. He stated that the proposal complies with the zoning code and is consistent with the intent of the City's 2019 Comprehensive Plan, which serves as a policy guide and does not require a frontage road for institutional or religious uses. He highlighted the longstanding contributions of Muslims in Oklahoma and described charitable and interfaith service efforts demonstrating the group's commitment to being good neighbors. He concluded by respectfully asking the council to affirm the zoning approval in the interest of fairness, religious freedom, and community values. Then he introduced the next presenter from Wallace Engineering.

Nicole Watts of Wallace Design explained that the property contains extensive floodplain and floodway areas, as well as a jurisdictional stream, which significantly limit developable area and require careful engineering compliance. She described revisions to the conceptual site plan that reduce intensity, including a smaller parking layout consistent with zoning code limits, dedication of right-of-way for a future access road, and inclusion of a detention pond designed to meet state discharge requirements and potentially improve downstream flooding conditions. She noted that no development can occur in regulated floodplain or floodway areas without federal approvals and that utilities, including the likely use of aerobic or septic systems, would be permitted and regulated through ODEQ due to the lack of nearby sewer infrastructure. Addressing traffic concerns, she stated that current traffic volumes on Olive Avenue are well below the roadway's capacity and that anticipated peak use would occur during off-peak weekday hours, thereby limiting congestion impacts. Ms. Watts concluded by emphasizing that similar places of assembly in commercial zoning and Level 6 comprehensive plan areas have been approved throughout Broken Arrow, making the request consistent with past city decisions. She affirmed the applicant's commitment to working with city staff through all engineering and permitting processes.

During council discussion, members clarified that the site plan shown represented a three-phase master development, beginning with the prayer hall, followed by a gym and additional facilities. Questions were raised about traffic capacity, with Ms. Watts explaining that the 48,000-vehicle figure was based on standard traffic engineering guidance of 2,000 vehicles per lane per hour. However, she acknowledged she did not have the source document immediately available. Council members also focused on parking, noting that earlier conceptual plans showed several hundred spaces. At the same time, Ms. Watts explained that under the zoning code, the required parking for the prayer hall would be approximately 150 spaces based on seating or square footage, with a maximum allowance of 125 percent. She stated that earlier, higher numbers reflected conceptual assumptions rather than code-compliant calculations. Ms. Watts further clarified that retail components would be developed in later phases and that undeveloped commercial areas would remain raw land until built, as the city would not allow paving those areas for interim overflow parking.

Doug Townsden, a longtime Broken Arrow resident, spoke in support of the proposed place of worship, framing his remarks through his Christian faith and personal experiences with interfaith relationships. He emphasized that the core teaching of Jesus is to love God and love others without exclusion, arguing that faith cannot be reconciled with fear, hatred, or unequal treatment of people who believe differently. Drawing on his experiences with Muslim families, interfaith education, and travel, he said these relationships reflect the inclusive love taught in Scripture. Mr. Townsden urged the council to evaluate public comments through the lens of fairness and consistency, questioning whether similar concerns would be used to block a Christian church. He concluded by affirming his support for his Muslim neighbors and encouraging the council to act with justice and love, which he described as love expressed in public life.

Billy Hursch, a Ward 2 resident, church member, and police officer speaking as a private citizen, shared his professional experience patrolling an area that included a mosque. He stated that, over the years, in responding to hundreds of incidents in that area, none were caused by the mosque or its members, whom he described as respectful, cooperative, and good neighbors. Drawing parallels between mosques and churches, he emphasized that places of worship strengthen community ties and reduce crime by fostering connection and accountability. Hursch expressed his belief that the discussion would be far less contentious if the request involved a Christian church and concluded that Broken Arrow would be stronger by welcoming the mosque, urging the council to include rather than exclude neighbors who worship differently.

Aliyah Shimi, a multigenerational Broken Arrow resident, spoke in support of the mosque proposal by emphasizing that Muslims have long been part of Oklahoma and are deeply integrated into local life as veterans, military families, professionals, business owners, educators, and community leaders. She described her work training and liaising with law enforcement, argued that Muslims are not uniquely associated with crime or danger, and framed the request as a straightforward exercise of religious freedom and equal access to houses of worship. She noted the size and diversity of the Muslim population in Northeast Oklahoma, said existing facilities are overcrowded, and asked the community to move past fear of what feels unfamiliar.

Linda Russell, a Broken Arrow resident, spoke in opposition, urging caution based on concerns about the property's ownership and alleged organizational affiliations. She cited the 2014 purchase and subsequent transfer of the property to the North American Islamic Trust (NAIT), then described NAIT's origins and asserted links to organizations she characterized as part of a Muslim Brotherhood network, referenced past FBI investigations and the Holy Land Foundation case, and pointed to recent statements by public officials as reasons to prioritize public safety. She argued that, in her view, these reported connections make heightened scrutiny common sense rather than fear.

Michelle Thomas, a Broken Arrow resident raised in a Christian household, shared that she once feared people of different religions due to misunderstanding and negative portrayals, but that those views changed through personal relationships with Muslim friends. She acknowledged that technical issues such as zoning, parking, and infrastructure are essential. Still, she urged the council to ensure the decision remains focused on land-use considerations rather than religious fear. Ms. Thomas emphasized that Muslims are integral members of the community, including medical professionals, teachers, and nonprofit leaders. She encouraged the council to approach the decision with openness and understanding rather than allowing fear of difference to guide the outcome.

Christi Gillespie urged the council to deny the application, arguing that it conflicts with the City of Broken Arrow's comprehensive plan and would negatively impact long-term economic development. She stated that the plan clearly anticipates a future frontage road along the Creek Turnpike in this area and that approving the project could hinder that connectivity and worsen traffic congestion. Ms. Gillespie contended the site was consistently designated for commercial retail or employment uses, not a place of assembly, and that preserving sales-tax-generating development is especially important given recent growth in South Broken Arrow. She also raised concerns about clustering multiple non-sales-tax-generating uses nearby, the importance of the Olive exit as a commercial gateway into the city, unresolved floodplain and stormwater issues, and limited roadway capacity south of the turnpike. Based on these factors, she concluded the proposal does not align with the comprehensive plan, is economically unsound, and does not serve the city's long-term growth, and she asked the council to deny the request.

Sandra Rana spoke in support of the proposed mosque, noting that Broken Arrow has approved many places of worship over time and that this application represents an opportunity for the city to provide its first mosque. She shared her deep multigenerational roots in Oklahoma and emphasized that freedom of religion has long been central to both her family's history and the nation's founding principles. Ms. Rana stated that she has chosen to live and work in Tulsa County and has contributed to the community through her family, employment, and nonprofit involvement. She reminded the council that places of worship are constitutionally protected and referenced a 2001 Broken Arrow City Council resolution calling for tolerance, protection of minority rights, and respect for religious diversity. She urged the council to uphold those principles and offered to provide copies of the resolution for reference.

Jamal Siddiqui, a Broken Arrow resident and ophthalmologist, spoke in support of the proposed mosque by highlighting the longstanding presence and contributions of Muslims in the community. He shared his own deep American roots and noted that many Muslims in Broken Arrow are veterans, descendants of veterans, or professionals who actively serve veterans through healthcare and other services. Mr. Siddiqui addressed misconceptions he has seen online, emphasizing that Muslims respect and support veterans, contribute significantly to the local economy, and pay taxes through significant business investments that create jobs and generate revenue for South Broken Arrow. He also challenged stereotypes about Muslim women by describing his wife's leadership roles on prominent educational, medical, and nonprofit boards and her extensive philanthropic work. He concluded by underscoring that Muslims are deeply integrated into the community's civic, economic, and social fabric.

Brooklyn Forbes urged the council to deny the request, arguing that the proposed mosque does not comply with Broken Arrow's zoning ordinance or the Next Comprehensive Plan. She cited provisions intended to protect public health, safety, and welfare, asserting that the anticipated number of attendees would create traffic congestion and inconvenience residents, particularly during peak school and weekday travel times. Ms. Forbes questioned whether the site could safely accommodate the scale of the proposed use and raised concerns about incomplete planning, potential abandonment if the project could not be fully built, and impacts on neighborhood character, cohesion, and property values. She contended that approving the request would require bending zoning rules, create inconsistent precedent, and undermine community standards, and she asked the council to uphold the ordinance and vote no.

Clayton Bowen, a Ward 4 resident and member of the Broken Arrow Muslim community, spoke in support of the rezoning and conditional use permit recommended for approval by the Planning Commission. He said a mosque in Broken Arrow would significantly improve his family's lives. He emphasized that Muslims are an established part of the city's fabric, contributing as workers, parents, volunteers, and neighbors. Mr. Bowen framed the request as one of fairness and equal quality of life, noting that faith and family are central to community

life and that the First Amendment protects the free exercise of religion. As an expecting father, he rejected claims that a mosque would negatively change Broken Arrow, instead describing it as a continuation of the city's role as a place to raise families. He highlighted the community service and professional roles of Muslims in Broken Arrow and stated that the local Muslim population has outgrown existing facilities in Tulsa. He concluded by asking the council to uphold constitutional rights and approve the request based on the merits of the application.

Steve Swagger addressed the council with general remarks about freedom, tolerance, and boundaries, stating that his comments were not directed at any specific person or group. He argued that freedom requires laws and guidelines to protect society and that what some view as discrimination, he considers responsible governance. Citing a belief that societal change often progresses from resistance to tolerance to acceptance, he expressed concern about compromising constitutional freedoms. He questioned whether the community is willing to accept the long-term consequences of such compromises.

Hassan Kaleem shared his personal journey as an immigrant and physician to illustrate the challenges many Muslims face and the contributions they make to the community. He described undergoing extensive scrutiny upon arriving in the United States, then completing training, residency, and fellowship before practicing medicine in Oklahoma. Mr. Kaleem recounted serving as a hematologist-oncologist during the COVID-19 pandemic, isolating from his family for weeks to care for patients, and later founding the state's only private hematology-oncology practice, which now employs numerous American staff members. He emphasized his commitment as a taxpayer, employer, and community member, highlighted his family's volunteer work, and described his close relationships with people of different faiths. Mr. Kaleem concluded by explaining that his request is simple: to have a nearby mosque so his family, including visiting parents, can worship, stressing that the proposal is about faith, family, and belonging rather than anything more.

Sean Murray, a longtime Broken Arrow resident, spoke against the proposal, framing his comments through his Christian beliefs and concerns about what he described as false doctrine and cultural acceptance. He argued that Christian teachings do not support an "anything-goes" approach and said community standards and citizen sentiment should be considered in the council's decision. Mr. Murray also referenced earlier comments raising concerns about property ownership, affiliations, and financing, and questioned whether those issues had been vetted. He urged council members to represent their constituents' views when voting.

Namira Newaz, a Muslim American, spoke in support of the proposed mosque by describing her deep roots in the city, her academic and civic achievements, and her ability to freely practice her faith while contributing to the community. She emphasized that mosques serve not only as places of worship but also as centers for service, support, and community building, and framed the proposal as an exercise of constitutionally protected religious freedom rather than a request for special treatment. Ms. Newaz expressed concern over hostile rhetoric surrounding the proposal, acknowledged shared fears on all sides, and urged the council and community to choose dialogue, compassion, and coexistence so that all residents can feel a sense of belonging in Broken Arrow.

Sherri Thomas, a Broken Arrow resident, spoke in opposition and urged the council to deny the proposal, arguing that the Planning Commission erred in advancing it and that approval would be politically expedient rather than principled. She maintained that the property should remain designated for long-term commercial or agricultural use to support the city's financial sustainability. She contended that the project would not generate sufficient revenue to offset infrastructure costs, which she said would be borne by city taxpayers. Ms. Thomas raised concerns about sewer capacity, flooding, stormwater impacts, and the feasibility of septic or lagoon systems in a flood-prone area. She argued that paving and development would worsen existing problems. She concluded that the site is unsuitable for the proposed use and that approving it would harm, rather than benefit, Broken Arrow residents.

Shahad Shambil, a Broken Arrow resident, business owner, and healthcare provider, spoke in support of approving the proposed mosque, emphasizing that Muslims are already integrated members of the community who live, work, raise families, and serve others in the city. He described a mosque as a place of peace, family, education, charity, and community service. He said misconceptions and misinformation have led some to conflate religion with politics and fear what they do not understand. Mr. Shambil urged the council to base its decision on zoning facts, fairness, and constitutional principles rather than fear or bias, noting that the First Amendment protects religious freedom for all and arguing that freedom is meaningless if it applies only to some people.

Phill Byers summarized opposition arguments raised at the January 6 meeting, focusing on zoning and infrastructure concerns. He asserted that the proposed mosque conflicts with the Broken Arrow Comprehensive Plan, would interfere with a planned frontage road intended to support retail development and sales tax generation, and could worsen existing traffic congestion at Olive and 121st, especially given that road expansion is not planned for up to ten

years. He raised concerns about sewage capacity, stormwater runoff, marshy conditions, and whether the site can physically accommodate the required parking, septic systems, and leach fields in compliance with DEQ standards. Mr. Byers argued the request seeks a special use that does not align with the long-term retail vision for the area and urged the council to table the item for further engineering review of traffic, utilities, and acreage needs. He also asked for additional time to investigate property ownership and funding, disputed claims that most public commenters supported the project, and concluded by urging the council not to bend the rules or delay future projects to approve the mosque.

Nida Hyder, a Broken Arrow resident, interior designer, and longtime member of the local Muslim community, spoke in support of approving the proposed mosque. She described her deep roots in Tulsa and Broken Arrow, her professional background in architecture and interior design, and her experience working on churches, schools, tribal facilities, and government buildings across Oklahoma, including current service on a Broken Arrow design committee. Ms. Hyder emphasized her understanding of code compliance, infrastructure, and city limitations, and said she is committed to development that does not burden the city. She shared personal examples of how a local mosque would benefit families, including elderly relatives and working professionals, and described overcrowding at existing Tulsa facilities. Ms. Hyder framed the proposal as an opportunity to provide a safe, accessible place of worship for a growing community that has long been part of Broken Arrow and expressed hope that the city will continue to be a place where all residents feel seen, represented, and able to belong.

Chris Walsch, president of AOM Ministries, spoke in opposition to the proposed mosque, framing his remarks around concerns about Islam's compatibility with American society and constitutional freedoms. He stated that while he respects individual Muslims and has had positive personal interactions with Muslim communities, he opposes Islamic doctrine, which he characterized as inherently dangerous and incompatible with peaceful coexistence. Mr. Walsch argued that even a small number of extremists pose an unacceptable risk and asserted that Islam, in his view, does not integrate well within pluralistic societies. He concluded by strongly opposing the construction of a mosque in Broken Arrow or elsewhere in the United States and urged the council to reject the proposal.

Yaser Khan, a longtime Broken Arrow resident, spoke in support of the proposed mosque, emphasizing his deep connection to the city and his pride in its growth, diversity, and recent development successes. He argued that part of Broken Arrow's strength lies in welcoming people of different backgrounds and faiths and ensuring freedom of religious practice. Mr. Khan highlighted the Muslim community's existing service efforts, including food banks and volunteer work. He described how a new mosque in Broken Arrow would expand charitable programs such as food assistance and free medical services to more residents across multiple ZIP codes. He framed the proposal as an opportunity to strengthen the city through shared service and community-building and urged the council to view the project as a way to bring people together for the common good.

Linda Corban Young, a Ward 4 resident and longtime Oklahoman, spoke in support of the proposal while urging the council to consider the practical and legal implications of its decision. Framing her remarks as a taxpayer, she asked the council to consider the potential costs of litigation and damages if a denial were later found unconstitutional. How such expenses could affect city services. She also questioned how the city would address potential national attention and reputational harm if the proposal were rejected, particularly in terms of economic development and attracting employers and investors. Ms. Young encouraged council members to consider their long-term legacy and whether their decision would be guided by law or public pressure, and stated her support for the project so long as the engineering and technical requirements are met.

Leslie Stubbs, a longtime Broken Arrow resident living near the proposed site, spoke primarily about concerns over traffic, sewer, and infrastructure capacity along South Olive Avenue, stating that existing congestion would worsen and could deter families and harm nearby tax-generating businesses. While emphasizing respect for Muslim neighbors and opposing personal attacks, she said her objections were not about individuals assembling but about the broader impact on quality of life, future growth, and what she described as ideological concerns. Ms. Stubbs urged the council to consider traffic realities, infrastructure feasibility, and long-term community effects and asked that the proposal be denied.

Sarah Little, a Ward 2 resident, addressed the council to emphasize that both the Oklahoma and United States Constitutions guarantee religious freedom without exception, citing Article 1, Section 2 of the Oklahoma Constitution, which protects the free exercise of religion and prohibits discrimination based on religious belief. She noted that federal law, including the Religious Land Use and Institutionalized Persons Act, requires land-use regulations to be applied neutrally and without substantially burdening religious exercise. Ms. Little reminded the council of its oath to uphold these constitutional protections consistently and stated that zoning laws cannot override fundamental religious freedoms. She affirmed that Broken Arrow's Muslim residents are welcome and entitled to worship without fear or intimidation and

urged the council to ensure its decision reflects equal and lawful application of these principles.

Barry Pyles, a longtime Broken Arrow resident, spoke in opposition to building a mosque, stating that while he values the city, the country, and individual freedoms, he believes Islamic teachings—particularly Sharia law—are incompatible with the U.S. Constitution. He framed his concerns within a broader historical and geopolitical context, referencing past acts of terrorism and conflicts involving Islamist regimes, and argued that assimilation to constitutional principles is necessary to enjoy American freedoms fully. Mr. Pyles emphasized that his objection was directed at the ideology rather than individual Muslims and urged denial of the proposal on that basis.

Nida Abu-Jbara, a psychology professor and 11-year Broken Arrow resident with long family ties to the city, spoke in support of the proposed mosque, emphasizing her active community involvement and the broader role of Muslims in Oklahoma and the United States. She cited recent research showing that Muslims attend religious services at rates comparable to Christians, indicating that worship-related crowd sizes are not unusual. Ms. Abu-Jbara also highlighted data demonstrating that U.S. Muslims are, on average, highly educated and younger than the general population, which she said reflects a productive, engaged community that contributes positively to society. She concluded that the experiences and credentials shared by speakers that evening reflect these broader trends and underscore the Muslim community's role as an integral part of American civic life.

David Oldham, a Broken Arrow resident, urged the council to deny the proposal, stating that his opposition is not to religious freedom but to the appropriateness of this specific project at this particular location. He said residents' primary concern is neighborliness, citing claims of intimidation, threats of lawsuits, and assertions that religious liberty overrides local objections, which he argued chills free speech and civic participation. Mr. Oldham raised substantive concerns about stormwater flooding in an already flood-prone area, traffic impacts on a two-lane road with expansion years away, shifting project details, increased demand on city services without corresponding tax revenue, sanitation challenges, and insufficient land to accommodate parking, stormwater management, and future road widening. He concluded that these cumulative issues justify denying the application.

Gabe Wooley, a state representative from Broken Arrow, spoke about constituent concerns focused primarily on traffic impacts associated with the proposed development. He stated that South 129th East Avenue is already congested during peak hours and is not scheduled for widening for at least ten years, making additional high-traffic uses problematic. Mr. Wooley questioned rezoning or granting a conditional use permit without concrete, enforceable plans to address increased traffic, emphasizing that future promises are insufficient substitutes for binding solutions. He noted the site's single access point, the lack of alternative entrances, and the absence of long-term mitigation beyond short-term measures, such as police-directed traffic control. He also expressed concern that multiple daily prayer times would coincide with existing peak traffic periods, including school dismissal and evening rush hour, further compounding congestion, and urged the council to consider these impacts in its decision carefully.

Jim Ingram, an 84-year-old Broken Arrow resident and owner of a longstanding junior golf facility near the proposed site, spoke in opposition based on traffic and flooding impacts rather than religion. He explained that worsening congestion on South 129th East Avenue has already significantly reduced his evening business, forcing him to close earlier because customers can no longer reasonably access the property during peak hours. He stated that traffic now regularly backs up from the Creek Turnpike to his location, making the area functionally inaccessible. Mr. Ingram also described severe downstream flooding problems that have intensified with upstream development, noting that increased impervious surfaces have caused water to overwhelm outdated drainage infrastructure, repeatedly damaging his golf course and costing him approximately \$50,000 per year in repairs. He said the creek has expanded dramatically over the past three decades. He argued that additional development on the proposed parcel would further exacerbate both traffic congestion and stormwater issues, making the site unsuitable for approval until those problems are resolved.

Baber Saeed, a Broken Arrow resident since 1998, spoke in support of the proposal, describing his family's longstanding roots in the city and their contributions as engineers, professionals, homeowners, and taxpayers. He emphasized that Muslim families in Broken Arrow are well-established, economically integrated, and already contribute significantly through property and sales taxes and local spending, noting that the mosque would serve an existing population rather than introduce a new one. Mr. Saeed argued that concerns about economic impact overlook the fact that these families already live, work, and raise children in the city. He also stated that the proposed development aligns with the Broken Arrow Next Comprehensive Plan, which directs higher-intensity development to Level 6 areas along major corridors like the Creek Turnpike, and that the site layout is consistent with the plan's vision for compatible, quality development.

Nathan John urged the council to deny the proposal, arguing that the application has been inconsistent and misleading and does not demonstrate compatibility with surrounding development or compliance with the comprehensive plan. He questioned the inclusion of a commercial component without a clear timeline or plan, suggesting it was used to bolster approval rather than reflect a genuine development strategy. Mr. John criticized the traffic claims presented by the applicant's engineer, stating that the cited capacity figures were outdated and inapplicable, and pointing out that parking plans and other details have repeatedly changed since the Planning Commission review, creating a "moving target." He also noted that places of worship have been denied in similar or less-constrained locations, undermining claims of equal precedent. Based on unresolved concerns regarding traffic, stormwater, parking capacity, and overall impact, he concluded that the project cannot be considered low impact or compliant and asked the council to vote no.

Rena Qabbani, a longtime Broken Arrow resident, spoke in support of the proposal by emphasizing his deep ties to the city, her family's life here, and her long history of community engagement, volunteerism, and interfaith work. She described Broken Arrow as a welcoming place where he has never felt isolated and said her faith motivates her to pray not only for her family but also for the well-being of the entire community. Ms. Qabbani stressed that she is not seeking special treatment, only equal treatment under the same laws applied to all faith communities, and noted that the project has already received initial zoning approval. She urged the council to base its final decision on land use, infrastructure, and compliance standards rather than on fear or identity, characterizing the mosque as a place of prayer, service, and community building, similar to other houses of worship in the city.

Ryan Myers spoke in opposition to the proposal, arguing that Broken Arrow has a pattern of approving developments that do not align with long-term planning or adequately account for traffic and infrastructure impacts. He cited Aldi at 121st and Elm and a development near Childers Middle School as examples of areas where road narrowing, congestion, flooding, and unmet infrastructure promises have created ongoing problems. Mr. Myers said the proposed mosque site presents even greater concerns due to its proximity to the turnpike, narrow surrounding roads, and expanded traffic hours from uses such as food banks and medical services. He emphasized that development plans have repeatedly changed during the process, creating uncertainty and moving targets that alone should warrant denial. Mr. Myers concluded that the proposal does not increase the tax base or support future growth, conflicts with the comprehensive plan, and unfairly benefits a single interest at the expense of surrounding neighbors, and questioned why it advanced despite significant public opposition.

Jonathon Nation spoke in support of the proposal, questioning whether traffic concerns would differ from those associated with any other development and suggesting that such arguments are being used to mask religious bias. He argued that no other religious group would face the same level of scrutiny and rejected claims that Muslims cannot integrate or that terrorism is uniquely associated with Islam. Mr. Nation stated that Sharia law is not imposed even in many Muslim-majority countries and has no applicability or intent within a minority religious community in a secular society. He emphasized that the United States is neither a Christian nor an Islamic nation but a secular one founded on the separation of church and state. He urged the council not to allow religious prejudice to influence a land-use decision.

Dewan Kazim, a 20-year Broken Arrow resident, spoke in support of the proposal, expressing dismay at the level of division and hostility he observed during the discussion. He argued that longstanding issues such as traffic and stormwater are citywide challenges that should not be attributed to or imposed upon the Muslim community. Mr. Kazim urged council members to show courage by representing all residents equally and by following the law rather than fear or prejudice. Speaking as a Christian, he emphasized that his faith is rooted in love rather than fear and called for decisions guided by fairness, inclusion, and shared responsibility.

Nick Wheeler, a lifelong Broken Arrow resident and Army veteran, spoke about his varied personal experiences with Muslims, describing both positive and negative encounters over the years and emphasizing that every community includes both good and bad actors. He said his opposition to the proposal is not rooted in religion but in process and planning concerns, noting that key details have changed repeatedly in a short period of time and that there is no clear, stable plan before the council. Mr. Wheeler argued that the shifting proposals and unresolved questions justify a pause rather than an immediate decision and recommended deferring the vote to allow for additional information gathering, further engineering review, and the outcome of any pending investigations before making a final determination.

Janet Sanders, a longtime Broken Arrow resident and business owner, spoke against the proposal, stating that her opposition is based on land suitability and impacts on nearby residents rather than religious considerations. She said the concerns raised by technical experts and affected neighbors, particularly regarding traffic and flooding, highlight that the site is not appropriate for the proposed use. Ms. Sanders noted that she has historically traveled across town to attend church and does not view proximity as a sufficient justification for building a new place of worship near impacted properties when alternatives already exist. She urged the

council to focus on the land and its effects on existing residents and businesses and concluded that, on that basis, she would vote no.

Theresse Lawless addressed the council, emphasizing that her opposition is based on the site's physical limitations rather than the project's religious nature. She stated that the property cannot reasonably support a large-scale development of this size, whether it were a mosque, church, or other large facility, citing concerns about parking capacity, extensive paving, building size, and resulting traffic impacts. Ms. Powell argued that the land and surrounding area are not suitable for such a high level of use and urged the council to defer the vote to conduct further architectural, engineering, and geological studies. She concluded that additional analysis would likely demonstrate the site's inability to support the proposed development.

Garrett Hampton, a Broken Arrow resident and military veteran, spoke against the proposed development, stating that his opposition is based on land-use and infrastructure concerns rather than religious freedom. He emphasized that while the Constitution protects the free exercise of religion, it does not override zoning laws or public safety requirements. Mr. Hampton said the project requires rezoning despite unresolved issues related to traffic congestion, parking capacity, sanitation, and flood control, noting that traffic in nearby areas is already severely strained and that planned roadway improvements are years away. He expressed concern that supporters focused primarily on character and community contributions, rather than addressing the technical issues, and concluded that the site is unsuitable for the proposed use and would impose undue burdens on the surrounding community.

Nancy Berk, a longtime South Broken Arrow homeowner, urged the council to deny the proposal based on conflicts with the comprehensive plan and serious infrastructure concerns. She emphasized that proposed septic leach fields near White Church Creek within the Haycock Creek Watershed raise risks to water quality and DEQ compliance. She argued that a prominent place of worship with extensive parking is incompatible with septic systems in a flood-prone area. Ms. Berk also cited existing traffic congestion at 121st and Olive, warning that additional vehicles would create unsafe conditions for residents, commuters, school buses, and law enforcement. Drawing on personal experience with drainage problems, she stressed the financial and practical burdens caused by increased runoff and flooding. She expressed concern that the development could jeopardize the area's sole nearby business. She concluded that the site is unsuitable for the proposed use and asked the council to vote no.

Hind Abedrabbo expressed shock and hurt at the hostility directed toward Muslims and spoke in strong support of the proposed mosque, emphasizing that Islam is a religion centered on belief in one God, love, kindness, and respect for other faiths, including Christianity and Jesus. They argued that opposition framed as traffic or land-use concerns often masks religious or racial bias and noted the imbalance between the number of churches and mosques in Oklahoma. Citing both the Quran and the Bible, the speaker urged the council and community to act with love, uphold the First Amendment's guarantee of religious freedom, and remember America's history as a place of refuge from religious persecution. They stressed that Muslims are part of the community and are not seeking control or special treatment, only equal rights, and highlighted that the proposed Islamic center would include services such as a food pantry and free medical clinic open to all. She concluded that denying the proposal would not erase the Muslim community but would instead reflect poorly on the city, calling for peace, understanding, and genuine coexistence.

Omar Chaudri, a Broken Arrow resident of five years, urged the council to base its decision on facts, fairness, and precedent rather than fear or discomfort. He argued that commonly cited concerns about traffic, parking, schools, sewer, and stormwater are inconsistent with how similar or larger facilities already operate in the city, noting that places like Tulsa Tech generate far more continuous daily traffic yet were approved with adequate access. Mr. Chaudri explained that mosque attendance is predictable, limited in duration, and generally does not overlap with peak school or commuter traffic, and that parking expectations for churches have long been accepted for peak-use scenarios without controversy. He stated that infrastructure issues, such as sewer and stormwater, are routinely addressed through engineering conditions rather than denial. He warned that applying heightened scrutiny here would amount to unequal treatment based on who is worshipping. Mr. Chaudri concluded that zoning should regulate land use, not belief systems. He asked the council to approve the request because it meets the same standards applied to other religious and institutional uses.

Patrick Wilkinson, a multigenerational Broken Arrow resident, spoke in opposition to the proposal, arguing that the project has repeatedly changed in scope and details, which he characterized as a "bait and switch." He said earlier representations about the size of the facility and parking have shifted dramatically, undermining confidence in the plan and raising doubts about whether traffic and site capacity concerns are being addressed honestly. Mr. Wilkinson emphasized that his objection is not rooted in religion but in practical impacts, particularly stormwater and runoff affecting downstream properties. He criticized the Planning Commission for advancing the proposal despite unresolved issues. He urged the applicant to seek a larger, more suitable site that would not impose additional burdens on neighboring

landowners.

Faraz Sheikh, a Broken Arrow resident of over 15 years, spoke in support of the proposal, describing his family's strong ties to the city and his upbringing grounded in respect, personal responsibility, and support for law enforcement. He explained that while Broken Arrow has grown significantly, space for the local Muslim community to practice its faith has not, requiring families to travel to Tulsa for worship at a facility that has outgrown its capacity. Mr. Sheikh said a mosque in Broken Arrow would provide a safer, more convenient option for families who already live there and would meet a genuine community need. He expressed disappointment with negative portrayals and rhetoric surrounding the proposal, urging the council and community to distinguish between extremists or oppressive regimes abroad and ordinary Muslim families who chose America for its freedoms and opportunities. He concluded by asking to be judged by actions, service, and neighborliness rather than fear or stereotypes.

Theresa Powell, a neighbor of the proposed site, spoke against rezoning the agricultural land for commercial and place-of-assembly use, citing traffic congestion on two-lane Olive Avenue, septic and sewer limitations, floodplain and stormwater concerns, lack of frontage road access to the turnpike, and the concentration of multiple places of assembly in a small area. She argued that the proposal conflicts with the City's 2019 Comprehensive Plan, which repeatedly designates the 15-acre parcel for complete retail expansion, and said approving a small-scale development would forfeit significant potential sales-tax revenue for the city. Ms. Ward also expressed concern that anticipated traffic patterns would send visitors directly to the turnpike rather than into Broken Arrow to shop, and that accelerating Olive Street right-of-way expansion would impose substantial costs on the city. She concluded that the proposal is a poor long-term business decision for Broken Arrow and urged the council to deny the rezoning.

Randall Preivet stated his opposition, arguing that the Planning Commission ignored clear evidence and citizen input despite having sufficient information to deny the proposal. He said the applicant initially presented an unrealistic plan with hundreds of parking spaces, then drastically reduced the number without resolving fundamental site constraints, characterizing the revisions as cosmetic rather than substantive. Mr. Preivet contended that the revised layout still overbuilds the property, improperly places detention near wetlands, leaves no viable area for septic or drainage fields, and would inevitably lead to violations related to stormwater, wetlands, wastewater handling, traffic control, and future city budgets. He warned that traffic congestion would mirror known problem areas and potentially back up onto major roadways, creating safety hazards long before any planned road improvements. In his view, the site is fundamentally unsuitable for the proposed intensity of use, and he urged the council to deny the request and encourage the applicant to find a location that can realistically accommodate the project.

Lori Gracey urged the council to deny the proposal, framing the issue as one of property rights rather than religion. She argued that the council's primary responsibility is to protect the rights of Broken Arrow property owners, particularly those adjacent to and downstream from the proposed site. Ms. Gracey reiterated concerns about the parcel's proximity to flood zones and wetlands, the infeasibility of installing detention ponds and septic systems, and the inability of the two-lane Olive Avenue—with poor shoulders and no near-term widening plans—to handle additional traffic or emergency services safely. She emphasized that approving the project would undermine the city's Comprehensive Plan, which designates the area for retail development to support long-term growth and revenue. While stating she is not opposed to a mosque in general, she maintained that this site is unsuitable and asked the council to protect existing property owners by voting no.

Nader Sinan, a University of Tulsa engineering student, and American Muslim, spoke in support of the proposal, stating that the project has complied with all applicable laws and requirements. He argued that remaining opposition stems from reviving racial or religious divisions that have no place in the community and asked the council to uphold constitutional principles by granting the right to build a place of worship.

Bill Farmer, a longtime Broken Arrow resident, retired U.S. Army veteran, and disabled veteran, spoke against the proposal, emphasizing environmental and planning concerns rather than religious issues. He argued that a full environmental review is necessary, including EPA considerations, given the site's proximity to sensitive areas and the potential risks posed by stormwater runoff and septic systems during flooding events, which could harm wildlife and protected species. Farmer expressed concern that the project's scope has repeatedly changed, particularly regarding parking capacity, and said the lack of a stable, detailed plan warrants caution. He urged the council to pause, conduct thorough environmental and technical studies, and consider an alternative location better suited for the development. Framing his remarks around the broader community interest, he concluded that his opposition is based on what he believes is best for the overall welfare of Broken Arrow.

Omar Chaudri, a Broken Arrow native and practicing anesthesiologist, spoke in support of the proposed Broken Arrow Islamic Center, emphasizing both its community benefits and legal grounding. He explained that the center is intended to serve not only as a place of worship but also as a hub for public service, including free medical screenings and assistance for uninsured or underserved residents, as well as a food pantry open to anyone experiencing food insecurity, regardless of religion or background. Mr. Chaudri noted that similar services already operate through the Islamic Society of Tulsa and help reduce strain on emergency rooms and public resources. He described the strong ties many Muslim physicians have to Broken Arrow, noting that many return after training because of the community's welcoming nature, and expressed disappointment at feeling treated differently despite a long history of serving others without distinction. He concluded by stressing that houses of worship are constitutionally protected and must be treated equally under zoning laws, arguing that the request seeks equal, not special, treatment and would provide meaningful benefits to the broader Broken Arrow community.

Eli Ingram urged the council to deny the zoning change and retain the agricultural designation, citing decades of direct experience managing the land immediately south of the site and his professional background in landscape contracting, drainage, and grading. He explained that increased development upstream has already caused significant runoff into the Whitechurch Creek floodplain, damaging dams, culverts, spillways, and harming the viability of the adjacent golf course and driving range, which he described as a unique community and tourism asset. He stated that agricultural zoning currently provides critical percolation and that any development would sharply increase runoff beyond the capacity of existing stormwater infrastructure, particularly undersized culverts at 121st Street, worsening flooding downstream. Mr. Ingram emphasized that traffic improvements would further increase impervious surfaces and runoff, compounding flood risks. He warned of ecological damage to an existing wetland that functions as a natural sponge supporting wildlife. He concluded that approving development without first addressing downstream drainage capacity risks leads to watershed failure. He argued that the most responsible action is to keep the land agricultural and use areas south of the turnpike for water detention in line with the comprehensive plan.

Saleem Vasani, a Broken Arrow resident with deep family ties to the city, spoke in support of the proposed mosque, acknowledging that change can bring discomfort or fear but emphasizing that those feelings are not valid grounds for denying zoning approval. He argued that the project should be evaluated solely on objective criteria such as traffic, sewage, and water use, and treated the same as any other place of worship. Mr. Vasani stressed that Muslim families are not outsiders but invested residents who live, work, pay taxes, and raise children in Broken Arrow. He urged the council to apply the law equally, noting that approving the request would affirm fairness, respect for the law, and the inclusive values that accompany the city's growth and diversity.

Cara Lee Ingram, a commercial real estate professional with 30 years of experience and credentials in property administration and environmental design, spoke against the proposed site based on professional judgment. She stated that she would not recommend this location to a client, citing numerous superior alternatives nearby that are flatter, outside floodplains, closer to city utilities, and offer better ingress and egress. She emphasized that each site must be evaluated individually for suitability and that this location is fundamentally incompatible with the proposed use, as evidenced by repeated plan changes. Ms. Ingram also disclosed that she is a co-owner of Little Links Golf Club directly south of the site and opposed any extensive paved development upstream due to drainage and flooding impacts. She highlighted a professional survey showing that, despite being described as a 15-acre parcel, only 6.66 acres are actually developable because of extensive FEMA floodplain along Whitechurch Creek, raising serious concerns for downstream properties.

Vicki Dodson, a lifelong Broken Arrow resident and retired teacher, spoke thoughtfully about the process rather than the religion itself. She said she supports religious freedom and respects the law. Still, she expressed concern that the way this issue has unfolded turned the discussion into something chaotic and divisive, which she found unfortunate. Ms. Dodson emphasized that the situation should not have become a religious dispute and affirmed her support for Muslim, Jewish, and Christian neighbors alike. She highlighted that residents living near the site deserve clear, accessible explanations about zoning, impacts, and planning, noting that technical details can be intricate for non-experts to understand. Given the city's significant growth and the complexity of accommodating it responsibly, she urged the council to defer the decision to allow for more planning, more transparent communication, and better public understanding before moving forward.

John Jacobson, a 31-year Broken Arrow resident, businessman, former elected official, and registered professional engineer, spoke in opposition to the proposal based on extensive experience in zoning, comprehensive planning, and municipal infrastructure. He argued that the Olive Exit is a critical south gateway already burdened by heavy traffic and lacking planned improvements for at least 10 years. Mr. Jacobson emphasized that the site would add another non-revenue-generating use in an area already struggling with underperforming or abandoned developments, undermining the city's comprehensive plan for the corridor. He raised concerns

about sewer, drainage, and water constraints, questioned the feasibility of the promised strip center ever being built, and noted shifting plans and parking assumptions. Based on land-use incompatibility, infrastructure limits, and long-term planning impacts, he urged the council to deny the request.

Aslam Syeed responded by clarifying that the proposed zoning aligns with LUIS 6 and CG standards already presented by city staff, and that the Islamic Society of Tulsa operates locally with its own board. At the same time, NAIT serves only a custodial, asset-protection role, similar to that of other religious institutions, ensuring continuity and donor intent. He stated that if any government authority required disengagement from NAIT, the organization would comply without hesitation. Addressing claims of a "bait and switch," he explained that revisions to parking and site concepts were made in response to public feedback and engineering review, which he described as responsible planning rather than deception. He characterized the Attorney General's inquiry as politically motivated. Still, he said the organization remains fully open to scrutiny, noting that the land was purchased outright by the Islamic Society of Tulsa. Regarding floodplain, septic, and environmental concerns, he emphasized that rezoning is the first step in any development process and that significant engineering expenditures are properly incurred only after zoning approval. He stressed that all future development would be subject to rigorous permitting by professionals from the city, state, and federal governments. He questioned why the city would allow a project to advance if it were fundamentally unsafe. He reiterated that the organization intends to comply fully with all regulations and to be a positive, responsible part of the Broken Arrow community.

Councilor Justin Green stated that the Council's responsibility is to evaluate the proposal the same way it would any other development, based strictly on merits and facts, not on religion, race, or ideology. He emphasized that the Council is not judging freedom of religion or belief, but rather practical considerations such as land use and infrastructure. Rejecting accusations of racism or Islamophobia, he noted his own lived experience with discrimination and underscored that the issues before the Council are practical, logical, and reasonable. Based on the testimony heard, extensive public input, and his independent review, he concluded that the project is not appropriate for the current land use and made a motion to deny the zoning change.

6. Adjournment

The meeting was adjourned at 9:45 p.m.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Deny Item 26-151 BAZ-002469-2025 (Rezoning) and SP-002526-2025 (Conditional Use Permit), Islamic Center of Tulsa, 15.06 acres, AG (Agricultural) to CG (Commercial General), located approximately ½ mile north of Tucson Street (121st Street) and just east of Olive Avenue (129th E. Avenue)

The motion carried by the following vote:

Aye: 4
Nay: 1

David Pickel, Justin Green, Lisa Ford, Debra Wimpee
Johnnie Parks

Mayor

City Clerk



City of Broken Arrow

Request for Action

File #: 26-222, **Version:** 1

Broken Arrow City Council
Meeting of: 02-03-2026

Title:

Acceptance of Planning Commission meeting minutes of January 8, 2026

Background:

The minutes of the Planning Commission meeting held January 8, 2026 were approved by the Planning Commission on January 22, 2026.

Cost:

Approximately \$130.00

Funding Source:

Community Development Operational Fund

Requested By:

Rocky Henkel, Community Development Director

Approved By:

City Manager Office

Attachments:

01-08-2026 Planning Commission Minutes

Recommendation:

Accept minutes of Planning Commission meeting held January 8, 2026.



City of Broken Arrow

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

Minutes

Planning Commission

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

Thursday, January 8, 2026

5:30 p.m.

Council Chambers

1. Call to Order

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

2. Roll Call

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

3. Old Business - NONE

4. Consideration of Consent Agenda

- A. 26-134 **Approval of Planning Commission meeting minutes of December 18, 2025**
- B. 26-135 **Approval of PT-002580-2025|PR-000809-2025, Preliminary Plat, Harvest Church BA, approximately 4.56 acres, 1 Lot, AG (Agricultural) to CG (Commercial General) via BAZ-002238-2025, and SP-002459-2025, located at the northwest corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road)**

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne
Move to Approve Consent Agenda minus Item 26-134

The motion carried by the following vote:

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

5. Consideration of Items Removed from Consent Agenda

- A. 26-134 **Approval of Planning Commission meeting minutes of December 18, 2025**

The commissioners clarify that written minutes are required under the Oklahoma Open Meeting Act and serve as the official record, while audio and video recordings are supplemental. If a matter ever went to court, the video would be transcribed word-for-word rather than relying solely on the written minutes, and neither record inherently takes precedence over the other.

MOTION: A motion was made by Robert Goranson, seconded by Jason Coan
Move to approve the December 18, 2025 meeting minutes

The motion carried by the following vote:

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

6. Public Hearings

- A. 26-133 **Public hearing, consideration, and possible action regarding BAZ-002565-2025 (Rezoning), Oneta 71, LLC, approximately 16.875 acres, AG (Agricultural) to CG (Commercial General) located approximately one-tenth mile north of the northwest corner of E. Kenosha Street (71st Street) and Oneta Road (241st E. Avenue).**

Rebecca Blaine, Planning Section Manager, presented Item 26-133. The request seeks to rezone property from Agricultural to Commercial General to allow a commercial development, following a related comprehensive plan amendment that would align part of the site with existing Level Four designations. Public opposition raised concerns about traffic, safety, noise, lighting, property values, litter, competition, and quality of life. At the same time, the applicant stated the project would meet all city standards, include sidewalks, and rely on a completed traffic impact analysis showing no degradation in peak-hour service levels. Planning Commission unanimously recommended approval of the comprehensive plan amendment, which is scheduled for City Council consideration before the rezone, and staff notes that traffic,

lighting, litter, and pedestrian safety are addressed through existing ordinances and requirements. Based on the comprehensive plan, surrounding land uses, and supporting studies, staff recommends approval of the rezone, subject to the property being platted.

The discussion clarifies that the City does not currently control all of the right-of-way along Oneida or Kenosha Streets, though it may own a portion of it. If the project is approved, additional right-of-way could be required and obtained through the platting and site review process, particularly if future roadway expansion is planned, with any new right-of-way likely coming from the project's west side.

Lou Reynolds, of Eller & Deitrich, explains that the Planning Commission previously approved a more intensive PUD for the nearby Iron Buck site and argues that the proposed grocery store represents a less impactful use consistent with the recommended comprehensive plan level. They address past concerns by stating that stormwater, litter, and other impacts will be handled under existing ordinances, that traffic studies show no adverse effects, and that the development would improve quality of life and property values, citing positive outcomes from similar commercial projects in other parts of the city.

Mr. Reynolds explains that the traffic impact analysis was voluntarily commissioned rather than required at the zoning stage to address concerns about traffic and pedestrian safety proactively. They note that sidewalks will be installed on both sides of the property, lighting will comply with city standards to prevent spillover onto neighboring properties, and the grocery store is not expected to create noise issues. The applicant characterizes the project as a positive development for the area and asks the commission to approve the request as recommended by staff.

MOTION: A motion was made by Jason Coan, seconded by Jaylee Klempa Move to Approve Item 26-133 BAZ-002565-202 (Rezoning), Oneta71, LLC, approximately 16.875 acres, AG (Agricultural) to CG (Commercial General) located approximately one-tenth mile north of the northwest corner of E. Kenosha Street (71st Street) and Oneta Road (241st E. Avenue).

The motion carried by the following vote:

Aye: 5 -

Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

B. 26-145

Public hearing, consideration, and possible action regarding PUD-002514-2025 (Planned Unit Development) and BAZ-002575-2025 (Rezoning), Pediatrics Plus, 14.55 acres, RS (Residential Single-Family) and RM (Residential Multi-Family) to AG (Agricultural) and CG (Commercial General), located just south of Washington St (91st Street) and just east of Aspen Ave (145th E Avenue)

Jose Jimenez, Planner II, presented Item 26-145. The request involves a public hearing on a planned unit development and rezone for a 14.55-acre site to allow a therapeutic farm associated with Pediatrics Plus, with the property proposed to be split between Commercial General and Agricultural zoning. The PUD would accommodate the farm use on the rear portion of the site and includes a request to adjust the landscaping requirements for the internal buffer yard. Staff reviewed surrounding land uses, comprehensive plan designations, available utilities, and the presence of a portion of the site within the 100-year floodplain, and recommends approval of both the PUD and rezoning, subject to floodplain considerations.

The discussion focuses on buffer yard requirements within the proposed PUD, clarifying that because the different zoning areas are under single ownership and part of one planned unit development, interior buffer yards are not required where the zones meet. Staff explains that this treatment is tied to the PUD and remains with the property regardless of ownership, meaning the same PUD regulations would bind any future owner unless they returned to the Planning Commission to amend or remove the PUD. This process would likely be necessary for a substantially different use.

David Tapp, the applicant, explains that the project would be a weekday, non-overnight therapeutic farm for children with autism, operating Monday through Friday and designed to feel residential rather than commercial. The development would include a farmhouse with therapy spaces, gyms, and kitchens, along with agricultural elements such as a barn, greenhouse, garden, and animals to support hands-on therapy and life-skills training. The goal is to help children develop practical skills for future employment, and the applicant emphasizes maintaining a natural, low-impact setting with minimal lighting while meeting all city standards, expressing enthusiasm about locating the project in Broken Arrow.

The discussion highlights strong support for the proposed therapeutic farm, with commissioners praising its mission, community benefit, and fit for Broken Arrow. Mr. Tapp described the scale and operations of similar facilities, including weekday, non-overnight therapy for children ages five to eighteen, supervised farm activities, limited monthly community farmers markets, and extensive safety protocols such as cameras, staffing ratios,

and behavioral safeguards. Questions addressed staffing levels, parking, animal care, child and staff safety history, and the organization's long track record of operating pediatric therapy facilities without significant incidents. Mr. Tapp outlined a tentative timeline to begin construction in May, following approvals, with an estimated ten-month build. He expressed enthusiasm about serving the community and meeting the growing need for autism services.

Further discussion addresses concerns about animal limits within city limits, with staff explaining that city ordinances primarily regulate the placement of animal enclosures rather than the number of typical farm animals, and that agricultural zoning within the PUD was intentionally included to accommodate barnyard animals appropriately. Commissioners noted that the PUD would remain tied to the property and that any future issues could be addressed through existing processes, such as variances or City Council review. Mr. Tapp confirmed that roosters would not be kept, minimizing potential noise impacts. He emphasized the preservation of tree lines and buffers to maintain a quiet, rural character and provide a smooth transition between commercial and residential areas.

MOTION: A motion was made by Mindy Payne, seconded by Jonathan Townsend Move to Approve Item 26-145 PUD-002514-2025 (Planned Unit Development) and BAZ-002575-2025 (Rezoning), Pediatrics Plus, 14.55 acres, RS (Residential Single-Family) and RM (Residential Multi-Family) to AG (Agricultural) and CG (Commercial General), located just south of Washington St (91st Street) and just east of Aspen Ave (145th E Avenue)

The motion carried by the following vote:

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

C. 26-150 Public hearing, consideration, and possible action regarding PUD-002550-2025 (Planned Unit Development) and BAZ-002374-2025 (Rezoning), D&B Processing, 9.15 acres, AG (Agricultural) to IL (Industrial Light)/PUD-002550-2025, abrogation of PUD-193, located one-half mile south of Washington Street (91st Street), one-half mile east of the Creek Turnpike

Mackenzie Hackett, Staff Planner, presented Item 26-150. The request involves a public hearing on a planned unit development and rezoning of a 9.15-acre unplatted tract from Agricultural to Industrial Light to allow a storage yard serving an existing DMV processing facility located south of the site. The property was initially included in a 2008 PUD that limited its use to indoor RV storage. Still, that second phase never developed, and the applicant is seeking to abrogate the prior PUD to pursue a new storage-yard concept. The proposed PUD would allow phased development with no buildings, access from East Gary Street, and compliance with Level Six comprehensive plan criteria, with utilities available and no floodplain impacts. Based on the comprehensive plan, site conditions, and surrounding industrial uses, the staff recommends approval of the new PUD and rezoning and abrogation of the previous PUD on the property.

The discussion centers on clarifying procedural questions and addressing design concerns related to the proposed PUD and rezoning, with Commissioner Mindy Payne expressing concern about the proposed fencing requirements. Commissioner Jason Coan ensured that the wetland area is explicitly protected in the PUD, particularly with respect to fencing, landscaping, and long-term aesthetics, given the nearby amphitheater and potential future traffic. Commissioners expressed concern that existing and proposed metal fencing, especially along Gary Street and the west property line, could negatively affect the area's appearance if vegetation were to be lost. They emphasized a desire for enhanced or replacement fencing tied to landscaping conditions. The applicant, Rob Coday, of Rob Coday Architect LLC, acknowledged these concerns, noted plans to relocate fencing and add landscaping buffers, and agreed to work with staff on improved designs. To keep the project on schedule for City Council consideration on February 3, the Planning Commission decided to continue the item to the January 22 meeting so revised fence and landscape concepts could be reviewed, while also confirming that protections for the on-site stream and wetlands are already embedded in the PUD and would remain binding on future owners.

MOTION: A motion was made by Mindy Payne, seconded by Jason Coan

Move to Continue Item 26-150 to the January 22, 2026, meeting

The motion carried by the following vote:

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

7. Appeals - NONE

8. General Commission Business – NONE

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

The commission uses closing remarks to clarify process and authority: City Council can

“remand” any item that comes before it back to Planning Commission with specific instructions, often to take additional evidence or reopen public comment, and related items (like a rezone following a comprehensive plan amendment) can be left in limbo unless Council also sends them back. They also discuss when traffic studies can be requested, concluding that the Planning Commission or City Council can ask them at any stage if traffic is a concern, even though applicants often wait until later in the development process to avoid spending money before approvals. The group then reviews why zoning and conditional use permits are sometimes handled as separate motions—especially on controversial items—to allow City Council to make distinct decisions and preserve flexibility. Finally, staff explains a significant code change: Broken Arrow no longer requires rezonings to be “subject to platting” as a condition the way it did from 1984 to 2025; zoning now takes effect when Council approves the ordinance, while platting remains a required later step before development to address rights-of-way, easements, access, grades/elevations, and other site constraints. They also clarify how PUDs relate to platting and timing: historically, PUDs could have time limits tied to platting, and once the property is platted, the PUD is considered in effect for phased development unless changed by Council.

10. Adjournment

The meeting was adjourned at 6:47 p.m.

MOTION: A motion was made by Robert Goranson, seconded by Mindy Payne
Move to Adjourn

The motion carried by the following vote:

Aye: 5 -

Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson



City of Broken Arrow

Request for Action

File #: 26-204, **Version:** 1

City of Broken Arrow City Council
Meeting of: 02/03/2026

Title:

Acknowledgement of submittal of the revised Manual of Fees for Fiscal Year 2026

Background:

The city council approved the Manual of Fees by Resolution 1704 on September 16, 2025. It was recently discovered that the alarm permit had been removed from the manual of fees. In 2023, there was a discussion about removing this fee or just the renewal. It was decided that there would be an initial fee of \$25.00 and no renewal fee. This was when the fee was inadvertently removed from the manual of fees. This revision just reinstated the initial fee of \$25.00. See page 8.

The other change was from Ordinance 3902 which was approved on January 6, 2026, amending Fire prevention and protection. In the manual of fees, the dollar amount of these services did not change just the verbiage. See page 21 for details.

The resolution also grants the city manager the authority to make periodic adjustments as needed, but for transparency purposes staff felt that it should be brought back to council for acknowledgment.

Cost: \$0

Funding Source: N/A

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: List of changes, Amended Manual of Fees

Recommendation:

Acknowledgement of submittal of the revised Manual of fees for FY 26



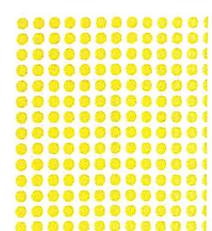
BROKEN ARROW

Where opportunity lives

CITY OF BROKEN ARROW

MANUAL OF FEES EFFECTIVE 10/01/2025

Revised February 3, 2026



City of Broken Arrow Fees

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1. COMMUNITY DEVELOPMENT FEES

INFRASTRUCTURE BONDS

Public Improvement / Utility Bonds	100% performance and maintenance bonds only. Expiration date of bonds to be one (1) year from the date of on all improvements except sidewalk. Sidewalks require performance acceptance by the City.
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INFRASTRUCTURE INSPECTION FEES

Infrastructure Inspection Fee; Special Conditions	\$300.00 (minimum) per 4-hour block for inspections that occur on holidays or more than 2 years after start of construction.
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BUILDING PERMIT FEES

Plan Review and Application fee residential \$103.00	
Plan Review and Application Fee commercial \$180.00	
Revised Commercial Plan Review \$ \$103.00	
Total Area	Permit Fees
Less than 200 square feet	\$68.00
200 square feet to 499 square feet	\$103.00
500 square feet to 999 square feet	\$153.00
1,000 square feet to 1,499 square feet	\$211.00
1,500 square feet to 1,999 square feet	\$273.00
2,000 square feet to 2,499 square feet	\$330.00
2,500 square feet to 2,999 square feet	\$512.00
3,000 square feet to 3,499 square feet	\$596.00
3,500 square feet to 3,999 square feet	\$682.00
4,000 square feet to 4,499 square feet	\$739.00
4,500 square feet to 4,999 square feet	\$823.00
5,000 square feet or more = the square footage × \$46.00 × 0.33 × 0.01 plus \$108.00	
*Multi – Story Building Calculated on Total Square Footage of All Floors.	

Parks & Recreation Fee (Collected with Building Permit)	For single family home = \$195.00 + \$55per bedroom or duplex houses = per bedroom \$195.00 + 55 per For Multi-family home -\$315.00/structure + \$53.00 per bedroom
Room additions and remodels	\$3.47 × est. cost × .001 + \$45.00 or a \$53.00 minimum
Swimming pools and spas:	\$3.47 × est. cost × .001 + \$45.00
Storage buildings to follow above table	(based on sq. ft.)
Pod (commercial) 10 days prior & 10 days post const. (180 max.)	\$68.00
Pod (residential) 30 days max.	\$68.00
Storm shelters	\$68.00
Retaining wall (3' height or greater)	\$68.00
Fuel tanks (in-ground/above ground) installation or removal	\$2.69 per \$1,000 plus \$55.00
Canopy, patio covers, and decks	\$.45 per square foot + \$55.00
Temporary buildings or tents	\$155.00
Mobile/manufactured homes	\$90.00
Job Trailers	\$90.00
Recreational Vehicles (3 days plus extension: 10 day max.)	\$68.00
Demolition permit (residential/commercial) structure	\$90.00
Automatic fire-extinguishing system/fire suppression system permit	\$68.00
Fire alarm system permit	\$68.00
Temporary certificate of occupancy	\$77.00
Reissuance of Certificate of Occupancy	\$27.00
Data Retention Fee	\$5.15 per permit
Permit Reinstatement	\$52.00
Work started without a permit	\$155.00

Oklahoma Uniform Building Code Commission (OUBCC) fees in addition to the above: state \$4.00 and city \$0.50

TRADE PERMITS FOR RESIDENTIAL CONSTRUCTION

Square foot	1,000– 1,499	1,500– 1,999	2,000– 2,499	2,500– 2,999	3,000– 3,499	3,500– 3,999	4,000– 4,499	4,500 or greater
Trade ¹								
Electric*	\$237.00	\$247.00	\$258.00	\$269.00	\$298.00	\$342.00	\$460.00	\$625.00
Mechanical*	\$129.00	\$155.00	\$179.00	\$179.00	\$257.00	\$257.00	\$334.00	\$334.00

Plumbing*	\$267.00	\$344.00	\$363.00	\$461.00	\$461.00	\$525.00	\$587.00	\$713.00
Gas Pipe	\$42.00	\$44.00	\$46.00	\$52.00	\$58.00	\$58.00	\$58.00	\$58.00
Gas Meter	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00

* Permit fee includes all required inspections

TRADE PERMITS (INCLUDES ONE INSPECTION)

Backflow preventer (replacement or repair)	\$68.00
Irrigation Installation Permit	\$68.00
Trade permit (replacement or repair)	
Plumbing	\$68.00
Electrical	\$68.00
Mechanical	\$68.00
Building (not specified elsewhere)	\$68.00
Permit Reinstatement Fee	\$52.00

BUILDING INSPECTIONS

Walk-Thru Inspection	\$88.00
Disapproved Inspection Fee	\$67.00

ELECTRICAL INSPECTION FEES

Electric Service per meter	\$31.00
Rough-in inspection	\$31.00
Circuits added to existing building or structures	\$31.00
Any motor not included in the schedule of devices	\$31.00
Luminous tube signs, border lights or outline lighting, per transformer	\$31.00
Elevators, in addition to fee for motors, each elevator	\$31.00
Rectifiers	\$31.00
Electrical work done in/on structures composed wholly/partially of canvas	\$31.00
Temporary power connections (saw poles, etc.)	\$31.00
All work not covered elsewhere in this schedule	\$31.00
Final inspection	\$31.00
Disapproved inspection fee	\$67.00
Walk-thru inspection	\$88.00
Work started without a permit, plus cost of permit	\$155.00

PLUMBING INSPECTION FEES

Gas meter	\$31.00
Gas piping per meter	\$31.00
Sewer connection to riser	\$31.00
Sewer tap	\$31.00
New water connection	\$31.00
Rough plumbing inspection	\$31.00
Top-out inspection	\$31.00
Backflow preventer	\$31.00
Control valve and head installation when required by inspection division	\$31.00
Final inspection	\$31.00
All work not covered elsewhere in this schedule	\$31.00
Disapproved inspection fee	\$67.00
Underground Fire line piping inspection	\$31.00
Underground Fire line 150 lb. pressure test	\$31.00
Underground Fire line blocking inspection	\$31.00
Underground Fire line riser inspection	\$31.00
Walk-thru inspection	\$88.00
Work started without a permit, plus cost of permit	\$155.00

MECHANICAL INSPECTION FEES

Gas meter	\$31.00
Gas piping, per meter	\$31.00
Heating	
Each appliance	\$31.00
Ducts, per system, per trip	\$31.00
Residential HVAC change-out of furnace, coil, and/or condenser (first system inspection fee is included in permit fee)	\$31.00
Temporary gas service for construction purposes	\$31.00
Air compressors and tanks, per receiver	\$31.00
Pressure vessels	\$31.00
Refrigeration unit, per unit	\$31.00
Hot and/or chilled water piping, per coil	\$31.00
Replacement of any major part of a mechanical system	\$31.00
Inspections call on work to be concealed, per trip	\$31.00
Final inspection	\$31.00
All work not covered elsewhere in this schedule	\$31.00
Disapproved inspection fee	\$67.00
Walk-thru inspection	\$88.00
Work started without a permit, plus cost of permit	\$155.00

AUTOMATIC FIRE-EXTINGUISHING SYSTEM INSPECTION FEES

Automatic fire-extinguishing system inspections	\$31.00
All work not covered elsewhere in this schedule	\$31.00
Fire suppression above ground	\$31.00
50% installation inspection	\$31.00
Final inspection	\$31.00
Disapproved inspection fee	\$67.00
Walk-thru inspection	\$88.00
Work started without a permit, plus cost of permit	\$155.00

AUTOMATIC FIRE ALARM SYSTEM INSPECTION FEES

All work not covered elsewhere in this schedule	\$31.00
Final inspection	\$31.00
Disapproved inspection fee	\$67.00
Walk-thru inspection	\$88.00
Work started without a permit, plus cost of permit	\$155.00

**FIRE AND LIFE SAFETY CODE INSPECTIONS FOR NEW CONSTRUCTION AND/OR
RENOVATIONS
REQUIRING A BUILDING PERMIT**

Inspections not covered elsewhere in this schedule	\$31.00
Final inspection	\$67.00
Disapproved inspection fee	\$88.00
Walk-thru inspection	\$85.00
Work started without a permit, plus cost of permit	\$150.00

SIGN PERMIT FEES

Permanent ground sign - Height under 12 feet	\$124.00
Permanent ground sign - Height 12 feet to 20 feet	\$232.00
Permanent ground sign – Height 20 feet & higher	\$345.00
Accessory/Secondary Ground Sign	\$52.00
Wall sign – Principal Sign	\$93.00
Wall sign – Secondary/Additional wall signs	\$52.00
Awnings/Canopy sign	\$52.00
Construction sign	\$52.00
Copy Change, Remove & Rehang	\$62.00
Temporary/Banner/Inflatable/Mobile Ground sign	\$62.00
Work started without a permit, plus permit cost	\$155.00

MISCELLANEOUS PERMIT FEES

Alarm Permit initial- no renewal fee	\$25.00
Recreational fire	No Fee
Residential burn permits (less than 5 acres)	\$57.00
Burn permit (5 acres or greater) i.e., agricultural	\$103.00
Commercial burn permit	\$155.00
Commercial fireworks display	\$113.00
Parking lot (new, addition or renovation)	\$103.00
Curb cut/street cut	\$103.00
Liquefied petroleum gas equipment	\$68.00
Blasting permit, per day	\$45.00
Application for Temporary Use Permit	\$58.00
Generator Permit (Permanent Installation)	\$68.00
Special Assessment	\$52.00
Grease Interceptor	\$77.00
Sanitary Sewer Tap: Residential/Commercial new tap on main line	\$48.00
Solar Panel	\$155.00
Farmers Market Yearly Fee	\$41.00
Farmers Market fee per market date	\$21.00/per market date

EASEMENTS, VACATIONS & RIGHTS-OF-WAYS

Closure of Easement & Right-of-Way (Proposed Construction)	\$1,000.00 (Non-Refundable)
Closure of Easement & Right-of-Way (Existing Encroachment)	\$1,000.00 (Non-Refundable)
Closure of Easement & Right-of-Way (General)	\$1,000.00 (Non-Refundable)
Encroachment Agreement	\$500.00 (Non-Refundable)
Vacation of Plat	\$1,000.00 (Non-Refundable)
Notice of Easement or Right-of-Way Closing	\$6.00 per mailing label
Filing Fee	\$15.00 for the first sheet \$2.00 for each additional sheet
Application Review Fee	\$25.00

ANNEXATION FEES

Annexation or De-annexation	\$ 550.00
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*+ \$6.00 per mailed notice

COMPREHENSIVE PLAN FEES

Comprehensive Plan Change or Amendment	\$412.00
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*+ \$6.00 per mailed notice

ZONING APPLICATION FEES

Zoning Application Fee	\$258.00
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*+ \$6.00 per mailed notice

SPECIFIC USE FEES

Specific Use Permits	\$386.00
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*+ \$6.00 per mailed notice

PLANNED UNIT DEVELOPMENT (PUD) APPLICATION FEES

New Application	\$386.00
Major Amendment	\$386.00
Minor Amendment	\$335.00

*+ \$6.00 per mailed notice

PLATTING/DEVELOPMENT FEES

Preliminary Plat Application	\$206.00+15.00per lot
Conditional Final Plat Application	\$206.00+15.00 per lot
Plat Filing/Release Fee	\$206.00+15.00 per lot

ENGINEERING PLAN REVIEW

Engineering Plan Review:	Fee
First Submittal Administration Fee	\$200
Initial Plan Review Fee (Per Page)	\$100 *
Additional Reviews Fee (Per Revised Page)	\$100 **
Stormwater Prevention Pollution Plan Review Fee (Per Review)	\$100
Detention Report (Hydrology Analysis) Review Fee (Per Review)	\$100
Addendum for NET Plans(per revised pages)	\$100.00
Submittal to DEQ for water and sanitary sewer packages	\$25.00

*Schematic Sheets, not required to be signed and sealed may be excluded from the fee

**Sheets specifically identified to be revised by the reviewer

SITE PLAN FEES/LANDSCAPE PLAN FEES

First Submittal Administration Fee	\$100.00 *
Site Plan/Landscape Plan	\$100.00 *

*Plan reviews requiring engineering reviews will use the engineering plan review fees schedule.

BOARD OF ADJUSTMENT

Board of Adjustment	\$375.00*
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*+ \$6.00 per mailed notice

MISCELLANEOUS FEES

Newspaper Publication Fee	175.00
Public Hearing Appeals	\$154.00
Lot Split	\$129.00
Lot Combination	\$129.00
Limit of No Access (LNA)	\$129.00
Zoning Verification Letter and Record's Request	\$75.00
Excess Capacity Fee (Final Plat)	\$700.00 per acre
Street signs	\$175.00 per sign
Replacement Key	\$25.00
Honorary Street Sign – 6" sign	\$90.00
Honorary Street Sign – 9" sign	\$105.00
Sidewalk Escrow*	\$65.00 per square yard
*Fee applies where sidewalk escrow is approved by Community Development and Engineering & Construction Departments in lieu of sidewalk installation	

ZONING CLEARANCE-COMPLIANCE

Permit Application/Review Fee Penalty	\$100.00 (Non-Refundable)
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SMALL CELL FACILITY

Small Cell Wireless	\$350.00
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WATER METER TAP FEES

Tap Size (in inches)	Cost
¾"	By Plumber \$411.00 City Crew \$1,244.00
1"	By plumber \$530.00 City Crew \$1,409.00
1½"	Irrigation \$3,274.19 Domestic \$6,492.00
2"	Irrigation \$4,109.00 Domestic \$7,421.00
2" for Automatic Flushing Device (AFD)	\$4,109.00
3"	\$15,930.00
4"	\$17,256.00
6"	\$22,357.78

8" or larger	Reimbursement of the actual cost of materials and labor to the City of Broken Arrow
¾ meter Restocking Fee	\$125.00
1' Meter restocking Fee	\$162.00

NON-METERED TAPS

Reimbursement of the actual cost of materials and labor

<i>Tap Type/Line Size</i>	<i>4" to 12"</i>	<i>greater than 12" to 24"</i>
Main line or fire line taps	\$2600.00 Escrow	\$3,700.00 Escrow
Greater than 24"	Actual cost	Actual cost

STREET CROSSING FOR WATER METER INSIDE CITY

Line Size	Permit Fees
3/4"	\$953.00
1"	\$1,006.00
1 1/2" or larger	Reimbursement of the actual cost of materials and labor to the City of Broken Arrow
Rock crossings @ contractor's expense	Maximum crossing distance is 37 feet.

2.

CEMETERY FEES

Grave Space for City of Broken Arrow Residents	\$1919.00
Grave Space for non-residents	\$3,094.00
Grave Opening or closing	\$1,324.00
Opening for cremation interment at grave site	\$743.00
Disinterment,	\$2,474.00
Babyland grave space	\$123.00
Babyland grave opening or closing	\$123.00
Monument settings per square inch	\$.71
Overtime fee	\$619.00
Saturday service fee	\$619.00
Deed for transfer for tradition or cremation niche	\$33.00
Single Occupancy Cremation Niches (includes opening/closing and engraving)	
Center Columbarium, Bottom Row	\$1447.00
Center Columbarium, Second Row UP	\$1570.00
Center Columbarium, Third Row Up	\$1688.00
Center Columbarium, Fourth Row Up	\$1810.00
Center Columbarium, Fifth Row Up	\$1932.00

Center Columbarium, Top Row	\$2053.00
Wing or 48 Niche Columbarium, Bottom Row	\$1447.00
Wing or 48 Niche Columbarium, Second Row Up	\$1570.00
Wing or 48 Niche Columbarium, Third Row Up	\$1810.00
Wing or 48 Niche Columbarium, Top Row	\$1932.00
Memorial bench (Order item)	Retail price plus setting fee
Niche space for non-resident	\$303.00
Change a previously owned or occupied single niche to a double (includes additional opening/closing, additional engraving, and deed change) (May require urn charge)	\$354.00 (plus cost of replacement front panel if required 0
Purchase niche as a double (includes additional opening/closing, additional engraving) (Restricted urn size)	\$242.00
Columbarium disinterment or re-opening for other reason	\$118.00each occurrence

3. CONTRACTOR REGISTRATIONS

Electrical Contractor Registration	\$171.00 plus escrow deposit of \$500.00	Birthday
Fire Suppression Contractor Registration	\$85.00plus escrow deposit of \$250.00	Birthday
Fire Alarm Contractor Registration	\$85.00plus escrow deposit of \$250.00	Birthday
General Contractor/Builder Registration	\$85.00plus escrow deposit of \$250.00	Birthday
Irrigation Contractor Registration	\$171.00plus escrow deposit of \$250.00	Birthday
Mechanical Contractor Registration	\$171.00plus escrow deposit of \$500.00	Birthday
Oversized Load Company Annual Reg	\$107.00(*)	Specific date
Roofing Contractor Registration	\$171.00 plus escrow deposit of \$250.00	Birthday
Plumbing Contractor Registration	\$171.00plus escrow deposit of \$500.00	Birthday
Sign Contractor Registration	\$171.00plus escrow deposit of \$250.00	Birthday
Water Tap Contractor Registration	\$171.00 plus escrow deposit of \$500.00	Annually

* \$12.00 Per Load

4. LICENSE/REGISTRATION FEES (OTHERS)

License Type	Cost/year	Expiration
Transfer Ambulance Service Annual License	\$515.00	One Year
Adopt-A Mile fee	\$50 for businesses and \$25 for individuals and non-profits	One Year

Animal Adoption Fee	\$65.00	
Animal Hobbyist Permit	\$60.00	Sept. 30th
Certificate of Compliance	\$31.00	
Curbside Recycle (Business License)	\$238.00	one year
Exotic Animal	\$119.00	Specific dates
Food License Establishment	Per County	June 30th
Food License Vehicle	Per County	June 30th
Gated Community	\$31.00	Dec. 31st
Hotel/Motel Operation Fee	\$31.00	Dec 31st
House Movers	\$119.00	Sept. 30th
Limousine Driver	\$15.00 per person	April 30th
Limousine Service	\$30.00 per vehicle	April 30th
Medical Marijuana-Dispensary-initial	\$1030.00	
Medical Marijuana-Dispensary- renewal	\$773.00	Sept 30th
Medical Marijuana-Grower-initial	\$1030.00	
Medical Marijuana-Grower- renewal	\$773.00	Sept 30th
Medical Marijuana-Processor-initial	\$1030.00	
Medical Marijuana-Processor-renewal	\$773.00	Sept 30th
Mobile Food Vendor: See Vendor		
Motor Vehicle Escort Guide	per vehicle \$30.00	April 30th
Occupation Fee/Hotel Beverage License	\$980.00	one year
Occupation Fee/Hotel Beverage License Renewal	\$880.00	one year
Occupation Fee/Beer & wine License	\$500.00	one year
Occupation Fee/Beer & wine Renewal	\$450.00	one year
Occupation Fee/Caterer License (w/occasional liquor)	\$1,005.00	one year
Occupation Fee/Caterer Renewal	\$905.00	one year
Occupation Fee/Brewer License	\$1,225.00	one year
Occupation Fee/Brewer Renewal	\$100.00	one year
Occupation Fee/ Small Brewer	\$100.00	One year
Occupation Fee/ Small Brewer Renewal	\$100.00	One year
Occupation Fee/Distiller License	\$3100.00	one year
Occupation Fee/Liquor Store/Retail Package Store	\$880.00	April 30th
Occupation Fee/Mixed Beverage	\$1,005.00	April 30th
Occupation Fee/Mixed Beverage Renewal	\$905.00	April 30 th
Occupation Fee/Mixed Beverage-Caterer combo license	\$1,250.00	one year
Occupation Fee/Rectifier (blended alcohol)	\$3,125.00	one year
Occupation Fee/Special Event Beer/Liquor	\$55.00	Specific dates
Occupation Fee/Wholesaler (spirits, wine, strong beer)	\$2,975.00	one year

Occupation Fee/Winemaker (out of state applicant)	\$600.00	one year
Occupation Fee/Oklahoma winemaker	\$50.00	one year
Pawn Broker	\$58.00	April 30th
Peddler/Solicitors License	\$52.00per company plus \$5.00 per card	up to 60 days/180days maximum
Public Dance Establishment	\$238.00	one year
Recreation Center for Adults	\$238.00	one year
Recreation Center for Family	\$238.00	one year
Sexually Oriented Business License Application, Application Renewal and Investigation Fee	\$1190.00	one year
Sexually Oriented Business Annual License Fee	\$541.00	one year
Sexually Oriented Business Employee Application and Renewal Fee	\$163.00	one year
Shooting Range	\$62.00	one year
Short Term Rental	\$515.00	One year
Trash Service (Refuse)	\$238.00	April 30th
Taxi Cab	\$41.00/vehicle	April 30th
Taxi Cab Driver	\$15.00/person	April 30th
Vendor – Mobile	\$31.00	Per year
Vendor - Push Cart	\$31.00	Per year
Vendor – Stationary	\$31.00	per year

5. UTILITY CHARGES

WATER SERVICE INITIATION FEE CHARGE

<i>Initiation Fee and Transfer Fee</i>	<i>Fee</i>
Single Family	\$30.00
Multifamily/Commercial/Office/Light Industrial	\$30.00
Location Transfer	\$30.00

APPLICATION FOR SERVICE DEPOSIT CHARGE

<i>Location Type</i>	<i>FEE</i>
Single Family	\$100.00
Multifamily/Commercial/Office/Light Industrial	Based on consumption
Heavy Industrial/Park/Cemetery/Golf Course	\$225.00

TEMPORARY/CONSTRUCTION METERS SERVICE CHARGES

<i>Service</i>	<i>Fee</i>
Meter Deposit	\$1,500
Initiation fee	\$30.00
Daily Rental	\$5.00

Note: Only City-issued construction meters are authorized to be connected to a City fire hydrant.

METER TESTING CHARGES

<i>Meter Size (in inches)</i>	<i>Fee</i>
3/4"	\$50.00
1	\$50.00
Over 1 "	Reimbursement of the actual cost to the City of Broken Arrow for material and labor

CHARGES ASSOCIATED WITH DISCONTINUATION OF SERVICE

<i>Type of Charge</i>	<i>Fee</i>	
Returned Check /Insufficient funds	\$30.00	
Delinquent fee	\$75.00	
Water meter replacement	Cost of Labor and Materials	
Replacement of water meter box	\$150.00	
Broken Lock	\$75.00	
Broken Loops/Stop	\$150.00	
Meter Pull	\$60.00	
AMR Register	\$210.00	
AMR Antenna	\$30.00	
Water Line Tampering	\$100.00	
Charges associated with replacement of water meter vaults	Cost of Labor, Materials, and equipment	
* service performed after normal working hours, add \$75.00		

REREAD AND LEAK TEST CHARGES

<i>Type of Charge</i>	<i>Fee</i>
Leak test and reread charge (AMR graph provided)	\$60.00

WATER RATES

<i>Water Meter Size</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
3/4 inch or less in size	\$13.05	\$14.40
1 inch	\$14.25	\$15.85
1 1/2 inch	\$18.90	\$20.90
2 inch	\$26.50	\$29.20
3 inch	\$59.50	\$66.00
4 inch	\$97.00	\$108.50
6 inch	\$113.00	\$119.00
8 inch	\$159.00	\$168.00
10 or more inches	\$214.00	\$226.00
Volume water charges per 1,000 gallons	Inside City Limits	Outside City Limits
Residential	\$6.86	\$7.84
Commercial	\$6.86	\$7.84
Parks/Cemeteries/Golf Courses	\$9.37	None

SPECIAL CONTRACT WATER RATES

Base Charge for meter used during limited term	\$133.06 per month
Default Charge Per 1,000 gallons or fraction thereof	\$6.42
Customer takes less than 50% during peak months	\$6.37
Customer takes 50% or more during peak months	\$7.28
Emergency Service with no contract	\$8.75
<i>Peak Months: June, July, August, September</i>	<i>rates are Per 1,000 gallons or fraction thereof</i>

STORMWATER FEES

Stormwater Monthly Drainage System Service Charge	\$10.72 for each equivalent service unit assigned to a lot, tract or parcel of real estate
Fee-in-Lieu of Detention Rate	\$.48 per square foot of increased impervious area added to the property
Stormwater Development Fee	\$120.64
Floodplain Development Fee	\$180.94
Earth Change Fee	\$120.64

STREETLIGHT FEE

Streetlight Fee	\$ 2.50
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SANITARY SEWER RATES

<i>Water Meter Size</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
3/4 inch or less in size	\$16.65	\$17.85
1 inch	\$18.30	\$19.70
1 1/2 inch	\$24.10	\$26.00
2 inch	\$32.50	\$37.20
3 inch	\$76.50	\$83.00
4 inch	\$125.00	\$135.50
6 inch	\$146.00	\$150.00
8 inch	\$205.00	\$211.00
10 or more inches	\$275.00	\$283.00
Volume charges per 1,000 gallons Residential		
Commercial Contract		
Residential	\$6.46	\$7.51
Commercial	\$7.07	\$7.86
Contract	\$7.36	None

FLAT SERVICE SANITARY SEWER FEES FOR CUSTOMERS THAT DON'T RECEIVE CITY WATER

Flat Service Charge*	\$64.10 inside city limits \$72.40 outside city limits
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* Applies to residential customers only. Outside City service and volume charges will apply to non-residential customers.

INDUSTRIAL PRETREATMENT CHARGES AND FEES

<i>Type of Charge</i>	<i>Inside City Limits</i>	<i>Outside City Limits</i>
Permit Application Fee	\$400.00	\$600.00
Biannual Permit Renewal	\$400.00	\$600.00
Monitoring, Inspecting, Surveillance*	\$50.00	\$50.00
Appeal Processing Fee (per appeal)	\$50.00	\$50.00
Biochemical Oxygen Demand (BOD) Surcharge (per pound)	\$0.50	\$0.59
Total Suspended Solids (TSS) Surcharge (per pound)	\$0.16	\$0.19

Oil and Grease Surcharge (per pound)	\$0.16	\$0.19
Hauled septic/industrial waste	\$65.00 per 1,000 gallons	\$65.00 per 1,000 gallons
*this fee is in addition to direct charges for testing by independent laboratories if required		

SOLID WASTE AND RECYCLING CHARGES

Residential Fee (regardless of Cart size)	\$26.75
Opt-out of recycling	<u>No reduction of fees</u>
Recycling Cart Contamination	\$25.00
Additional refuse cart/month 96- gal size only	\$7.50
Additional recycle Cart	\$7.50
Refuse cart size change fee	\$20.00
Cart add/remove fee	\$20.00
Late set out/return service fee	\$10.50
Cart Replacement	\$55.00 Replacement Cost
Extra bag refuse outside cart	\$5.00 per bag
Extra recyclables outside cart-no plastic bags	\$5.00
Extra yard waste outside of cart in excess of 20 must be in clear 30 gallon bags	\$5.00 per bag
All bags larger than 30 gallons	Charged as 2 bags
Bulky Pick up-maximum volume per set out is 8 cubic yards min charge \$40- yard waste can also be scheduled as a bulky pick-up	
Mattress and/or Spring Sets	Call for Bulky
Hot Water Heaters	Call for Bulky
Major Appliances	Call for Bulky
Disassembled Swing Sets	Call for Bulky
Each item of Furniture	Call for Bulky
Loose Brush Pick Ups Per cubic yard	\$20.00
Bulk pickup	\$20.00 per yard min charge 2 yards

6. PARKS AND RECREATION FEES

CITY FACILITIES RENTALS

<i>Central Park Community Center-1500 S. Main Street</i>	<i>Resident Fee</i>	<i>Non-Resident Fee</i>
Meeting Room w/o Kitchen	\$35.00/hr.	\$45.00/hr.
Kitchen Flat Fee	\$50 flat fee	\$60.00 flat fee
Art Room	\$25.00/hr.	\$30.00/hr.
Gym #1	\$45.00/hr.	\$60.00/hr.
Gym #2	\$40.00/hr.	\$55.00/hr.
Gym #3	\$40.00/hr.	\$55.00/hr.
Flooring for Gyms	\$150.00/event/gym	\$200.00/event/gym

Cleanup Deposit	\$125.00	\$125.00
Nienhuis Park Community Center – 3201 N. 9th Street		
Meeting Room w/Kitchenette	\$35.00/hr.	\$45.00/hr.
Gym #1	\$40.00/hr.	\$55.00/hr.
Gym #2	\$40.00/hr.	\$55.00/hr.
Flooring for Gyms	\$150.00/event/gym	\$200.00/event/gym
Cleanup Deposit	\$125.00	\$125.00
Rose District Pavilion Rental		
Monday-Sunday	\$40.00/hr.	\$60.00/hr.
Clean-up Deposit	\$250.00	\$250.00
Ray Harral Nature Center		
	Resident Fee	Non-resident Fee
Meeting Room	\$25.00/hr.	\$30.00/hr.
Camino Villa –Park Building		
Meeting Room	\$30.00/hr.	\$35.00/hr.
Clean up Deposit	\$200.00	\$200.00

***\$1 million General Liability Insurance Policy may be required depending on activity/event at facility.**

***Fees for the Broken Arrow Community Playhouse, the Main Place, the Broken Arrow Museum and the Broken Arrow Military History Center are set by the organizations who lease these facilities.**

SPECIAL EVENT FEES

Special Event Permit	\$25.00
Film Permit Fee	\$25.00 per application
Road Closure	\$25.00/hr. per employee (2hr min.)
Police Officer ***	\$70 hr. per Officer (2 hr. min.)
Building Maintenance (Setup/Event/Teardown)	\$25.00/hr. per employee
Fire/Emergency Services***	\$50.00/hr. per employee
Event Merchant/Vendor	\$30.00per event
Tent or temporary structure	\$150.00
Pole Banner installation	\$100.00 per block (up to 8 banners)
Mobile Stage (Public Park use only)	\$500.00
Health Department Permit*	Per County
Facility Rental	See section related to facility rentals**

***Other permits or licenses may be required depending on regulations from the State or respective County.**

****Deposits may be required**

*****Hourly rate listed is budgetary – time will be billed as an actual expense.**

CITY SWIMMING POOL FEES

<i>Pools</i>	<i>Daily Fees:</i>	<i>Daily Fees:</i>	<i>Private Rental:</i>	<i>Private Rental:</i>
	<i>Under 3 free Under 48" 55+</i>	<i>Over 48"</i>	<i>Resident</i>	<i>Non-Resident</i>
Family Aquatic Center-1400 S. Main Street	\$5.00	\$5.00	\$250.00 /hr.	\$350.00 /hr.
Nienhuis Park Aquatic Facility-3201 N. 9th	\$5.00	\$5.00	\$250.00 /hr.	\$350.00 /hr.
Country Aire Pool-100 N Fir Ave	\$5.00	\$5.00	\$150.00/hr.	\$200.00 /hr.
Pool Punch Cards for Residents Only	10 visits \$40.00			
Note: 2 hour minimum on private pool party reservations				

SHELTERS

<i>Park Shelters Reservations</i>	<i>Resident</i>	<i>Non-Resident</i>
Jackson, Haskell, Sieling, Events Park, Leisure Park Country Aire, Nienhuis and Central	\$15.00/hr.	\$25.00/hr.
60 minutes allowance between reservations		

BATTLE CREEK GOLF COURSE FEES

	October 1, 2025
Individual Membership	\$233.00 monthly, \$2700.00 annually plus tax
Family Membership	\$266.33 monthly, \$3100.00 annually plus tax
Weekday Membership	\$198.83monthly \$2,290.00 annually plus tax
<i>Public Rates with Cart</i>	
Regular Rate	\$52.00-Weekdays plus tax,\$55.00 Weekends & Holidays plus tax
Twilight 2:30pm	plus tax
Seniors 55+ (Weekdays Only)	\$42.00Vplus tax
Battle Card	\$42.00 plus tax, Weekdays \$49.00 Weekends & Holidays plus tax
Battle Card (Twilight 1:30)	\$34.00
Senior Battle Card	\$49.00 plus tax weekends \$37.00 plus tax weekdays
9-hole	\$35.00 plus tax Weekdays \$28.62 plus tax walking Weekdays \$41.34 plus tax Weekends \$34.98 tax walking weekends

7. FIRE DEPARTMENT FEES

EMERGENCY MEDICAL SERVICES

<i>Chargemaster Item</i>	<i>Rate</i>
ALS1 Emergency/Non-Emergency Base Rate	\$1,800.00
ALS2 Base Rate	\$2,300.00
BLS Emergency/Non-Emergency Base Rate	\$1,300.00
BLS Emergency Charge Per Mile	\$18.00
BLS Non-Emergency Charge Per Mile	\$18.00

Standby fee for special events \$150 for a fire suppression unit per hour, \$100 for an ambulance per hour and \$50 per hour each additional firefighter

LIFE RIDE AND OUT OF CITY FIRE SUBSCRIPTION MEMBERSHIP FEES

LifeRide Single Family Household Within City Limits	\$77.40 Annual Fee
LifeRide Single Family Household Outside City Limits	\$102.00 Annual Fee
LifeRide Apartment Unit	\$77.40 Annual Fee
LifeRide Skilled/Unskilled Care Facilities Per Resident	\$77.40 Annual Fee
Out of City Fire Subscription –without LifeRide	\$90.00 Annual Fee
Out of City LifeRide and Fire Subscribers Reduced Rate	\$150.00 Annual Fee

FIRE RESPONSE FEES

Outside City limits only -Fire Suppression for Residential or Commercial Structure Fire (Including mobile homes and out-buildings)	\$700.00 per truck /per hour
In or outside the City limits -Contract for Fire Protection Services for non-residential/non-agricultural properties	\$1,000.00 per truck/per hour
Outside City limits only -Fire Suppression for Vehicles, Grass or Wildland, Rubbish, Trash, or other	\$300.00 per truck per hour
In or outside the City Limits -Hazardous Materials Response (plus supplies, contracted mitigation expenses, and mutual aid expenses)	\$700.00 per truck /per hour
In or outside the City Limits -False Alarms/Calls (at the discretion of the Fire Chief after two (2) documented false calls in rolling calendar year)	\$100.00 per truck/per hour
EMS Calls (Non-Liferide Subscribers) with or without transport (plus expendable EMS equipment)	\$100.00 per truck/ per hour

Note: minimum billing is one hour per truck; additional time shall be calculated to the nearest quarter hour after first hour. On most structure fires, a minimum of five (5) trucks are dispatched. An expected minimum for any structure fire would exceed \$3500.00

8. COPY AND SEARCH FEES

Copies of the Comprehensive Plan, Zoning Ordinance, Land Subdivision Code, Standard Construction Specifications and Development Policy Handbook	\$ Direct cost of copying
Copy Charge (8 1/2 x 14 or less)	\$0.25 per page
Copy Charge: Special Size Paper (larger than 8 1/2 x 14)	\$0.55 per page
Certified copy charge	\$1.00 per page
Paper larger than 11 x 17, microfilm, photographic paper or other specialty paper	Direct cost of reproduction
Any other media copy charge (such as flash or thumb drive, external hard drive, memory card, or other specialty media)	Direct cost of media reproduction
Audio/DVD/VCR/CD copy charge	\$10.00 per copy
Request solely for commercial purposes	direct cost of record search & copying \$20.00 per hour
Request that disrupts the essential functions of the City	direct cost of record search & copying \$20.00 per hour

The City Manager is authorized to waive any fee, or any portion of a fee, contained in this Manual of Fees if it is determined by the City Manager to be in the best interest of the City and within the authority granted by the Broken Arrow Code of Ordinances.



City of Broken Arrow

Request for Action

File #: 26-226, Version: 1

**Broken Arrow City Council
Meeting of: 2-3-2026**

Title:

Approval of and authorization to execute Agreement, Gas Facilities Relocation, between Oklahoma Natural Gas and the City of Broken Arrow, for North Olive Avenue, between West Kenosha Street and West Albany Street (Project Number ST1710)

Background:

The City of Broken Arrow plans to improve North Olive Avenue, between West Kenosha Street and West Albany Street as part of the 2014 GO Bond. In order to accommodate the new construction, existing Oklahoma Natural Gas Company (ONG) gas facilities need to be relocated. Portions of these existing facilities are located within existing private ONG easements, and as such, the City must reimburse ONG for the cost of relocating those portions of the facilities. ONG will bear the cost of relocating the portions of the facilities that do not occupy private easements, or for improvements (betterments) to their facilities completed as part of this project.

The total anticipated construction cost for this work is \$163,392.00. Of which, the City portion is \$64,776.00 (39.64%). ONG's share is \$98,616.00 (60.36%), which includes any betterment. The attached Agreement details these costs and serves as authorization for ONG to begin the relocation process.

Staff recommends approval of the Agreement with ONG to relocate the gas facilities for an estimated cost to the City of \$64,776.00.

Cost: \$64,776.00

Funding Source: 2014 General Obligation Bond

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

Approved By: City Manager's Office

Attachments: Agreement, Gas Facilities Relocation, between ONG and City of Broken Arrow

Recommendation:

Approve and authorize execution of Agreement, Gas Facilities Relocation, between Oklahoma Natural Gas and the City of Broken Arrow, for North Olive Avenue, between West Kenosha Street and West Albany Street (Project Number ST1710)

**AGREEMENT
GAS FACILITIES RELOCATION
ONG Broken Arrow Fct 055 NDU - 2" PE Exposure, approx 400 ft N of S 129th E Ave and 67th St
S intersection, east side (COBA# ST1710)**

Oklahoma Natural Gas Company, a Division of ONE Gas, Inc., hereinafter called "Company," owns various medium-pressure natural gas pipelines within the construction limits of the referenced project in the City of Broken Arrow, Tulsa County, Oklahoma, which Company utilizes in the discharge of its duties as a public service corporation.

City of Broken Arrow, Oklahoma, a municipal corporation, hereinafter called "City," has requested Company to relocate these facilities to accommodate the proposed construction of the referenced project as shown on plans therefore, the latest of which were received electronically by Company on July 7, 2025. City agrees to reimburse Company in the extent and manner hereinafter stated for that portion of the cost of relocating said facilities which is for the benefit of City.

Company proposes to perform the necessary relocation of its facilities in substantial accordance with the attached plan sheets and cost estimate(s). Company will bear the cost of relocating the portions of the facilities which do not occupy private rights-of-way. The City's share of the estimated cost of the necessary relocation will be \$64,776 all of which is to be reimbursed to Company by City.

City by accepting the proposal agrees that City shall reimburse Company for its share of the total actual relocation costs, said costs being arrived at in the same manner as used in Company's estimated cost of the project attached hereto.

Such relocation costs will be based upon, but not necessarily limited to, material suppliers', work contractors', and equipment-rental invoices; and at then-current rates and prices, company's transfer and stores expense charges for warehoused materials; payroll time sheets; indirect labor charges; auto, truck, and equipment use records; expense statements; and standard allocated overhead charges. Company's award of and payment for contracted work will be based upon competitive bids or continuing contract, whichever appears to the Company will be most practical and economical.

It is further understood, and City by accepting this proposal agrees, that City will reimburse the Company in accordance with this agreement within thirty (30) days after the said relocation work has been completed and Company's statement for City's costs thereof has been submitted. Company agrees that in the event Company should determine prior to commencement of construction that the revised estimated amount of the reimbursement by the City may exceed the estimated cost as stated herein, Company shall notify the City of such determination in writing. City shall have the right to terminate this agreement within ten (10) days of receipt of such said written notice. If City elects to so terminate, City shall pay Company the City's share of any engineering cost incurred to date of termination. If the City does not terminate the agreement within the ten (10) days, it shall remain in full force and effect.

The Company by agreeing to or by abandoning, relocating, or modifying any of its facilities pursuant to this agreement shall not thereby be deemed to have abandoned, modified, released, or otherwise destroyed any of its rights existing at the time of the execution of this agreement under valid and subsisting private right-of-way easements granted to, obtained by or through condemnation, or otherwise vested in the Company unless the Company shall have released same by written instrument.

Further, should the Company in the course of relocating the above-described facilities relocate any of such facilities presently located on private right-of-way onto public right-of-way, the Company shall be deemed in respect to such facilities to have retained sufficient easement and other rights such that if said facilities are encompassed within any future governmental project requiring relocation, adjustment, or abandonment of such facilities, that the Company shall be entitled to reimbursement for the cost of such relocation, adjustment, or abandonment from the governmental agency requiring the same; provided, however, this provision shall not be construed as requiring reimbursement by the City of

Broken Arrow except when such relocation, adjustment, or abandonment is required for a project of the City of Broken Arrow.

Any changes made by the City in this proposal as submitted by the Company shall be subject to the written acceptance thereof by the Company before there is any binding contract between the parties.

City by accepting this proposal warrants that it now has or will have unencumbered funds available with which to pay the relocation costs to the extent herein above provided.

If this proposal is not accepted by the City within one (1) year from the date of this letter, this proposal shall automatically terminate and thereafter shall not be subject to acceptance by the City unless the proposal is reinstated by Company.

Company respectfully requests that the City of Broken Arrow agree to the terms of this proposal by signing in the space provided below and returning one executed copy to us.

ATTEST:

Brian Shore
Signer ID: SMGSEWBQEM
Secretary - Brian Shore

**OKLAHOMA NATURAL GAS COMPANY,
A DIVISION OF ONE Gas, INC.**

By: David Williams
Signer ID: 0G5DOEC3B5M
Vice President of Operations – David Williams

Date: 01/20/2026 PST

APPROVED AND ADOPTED by the City Council of the City of Broken Arrow this 3rd day of February, 2025.

ATTEST:

**CITY OF BROKEN ARROW
A MUNICIPAL CORPORATION**

City Clerk

Mayor

APPROVED as to form and legality

D. Graham Parker 1/29/2026

City Attorney

**OKLAHOMA NATURAL GAS COMPANY
ESTIMATED GAS FACILITIES RELOCATION COST**

2" PE Exposure, approx 400 ft N of S 129th E Ave and 67th St S intersection
City of Broken Arrow
12/22/2025

Pipe Footage in Private Easement	=	540	ft
Pipe Footage in Public Easement	=	0	ft
Total Project Footage	=	540	ft
Estimated Project Cost (Like Kind and Size)	=	\$64,776	
Estimated Project Cost (Actual Installation)	=	\$163,392	
Betterment (Actual - Like Kind and Size)	=	\$98,616	

Breakdown of Estimated Project Cost Like Kind and Size			
ONG Share	+	Entity Share	= Total
0	+	540	= 540
540	+	540	= 540
0.00%	+	100.00%	= 100.00%
\$0	+	\$64,776	= \$64,776

Betterment Cost Allocation				
Sub-Total Estimated Cost	=	Entity Share	+	Betterment
Total Estimated ONG Cost	=	\$0	+	\$98,616 = \$98,616
Total Estimated Entity Cost	=	\$64,776	+	\$0 = \$64,776
Total Estimated Cost of Actual Replacement				= \$163,392

Composite Percentage of Project				
ONG SHARE	=	$\frac{\$0}{\$163,392}$	=	0.00%
ONG BETTERMENT	=	$\frac{\$98,616}{\$163,392}$	=	60.36%
ENTITY SHARE	=	$\frac{\$64,776}{\$163,392}$	=	39.64%

Cost Summary Report

CUE Number	49862
CUE Description	ONG Broken Arrow Fct 055 NDU - 2" PE Exposure, approx 400 ft N of S 129th E Ave and 67th St S intersection, east side (COBA# ST1710)
CUE Status	RTAPPR
Parent WO	2025-1001046764
Capital Project Number	
Project Function	055
Version Number	1
Version Description	
Version Estimate Type	DESIGN
Version Estimate Status	RTAPPR
Estimator ID	OKE12547
Estimator Name	Helbig, Tim W.
Cost Center	2980
Project Funding Number	021.055.2989.FP010001
Funding Type	NDU
Target Start Date	Jul 16, 2025
Target Finish Date	Jul 16, 2026

Table 1

	Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
	<i>Install Cost</i>	2211.04	121168.10	486.43	44.18	39481.32	0.00	163391.07	0.00	163391.07
	<i>SubTotal</i>	2211.04	121168.10	486.43	44.18	39481.32	0.00	163391.07		163391.07

Table 2

WP #	Task Number	WP Description	Materials & Consumables			Labor Breakdown		Overheads			Total Costs	
			Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH		Vehicle OH
20	CU	Tracing, Cathodic Protection	201.04	0.00	0.00	0.00	0.00	44.23	0.00	64.33	0.00	309.60
10	CU	Install Main	1,997.4	0.00	0.00	241.44	120926.66	439.43	44.18	39412.96	0.00	163062.07
11	CU	Retire Main	12.6	0.00	0.00	0.00	0.00	2.77	0.00	4.03	0.00	19.40
<i>SubTotal</i>			2,211.04	0.00	0.00	241.44	120,926.66	486.43	44.18	39,481.32	0.00	163,391.07

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	COUPLING,2 IN IPS,HDPE,ELECTF 100 PSIG,BLACK,ASTM D2513		27.88	2	EACH	340000215
10	I			CONTRACT	0	REDUCER,4 IN IPS X 2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		9.9	2	EACH	340000455
10	I			CONTRACT	0	ELBOW,2 IN IPS,MDPE,BUTT FUSION,90 DEG, 100 PSIG,ASTM D2513		11	4	EACH	340000345
10	I			CONTRACT	0	COUPLING,4 IN IPS,HDPE,ELECTF 100 PSIG,BLACK,ASTM D2513		31.02	2	EACH	340000235
10	I			CONTRACT	0	TEE,4 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		17	2	EACH	340000705
10	I	37600	1590020	CONTRACT	0	PIPE,MDPE,2.00 IN IPS,DR 11,20 FT STICKS, 0.216 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW,P/		18.2	20	FEET	330000045
10	I	37600	1590040	CONTRACT	0	PIPE HDPE,PE4710/ PE100,COIL, 4.000 IN IPS,DR 11,500 FT COIL, 0.409 IN WALL,BIMODAL, 500 FT COIL,NO REGRIND ALLOWED,ASTM D2513,BLACK W YELLOW STRIPES		1882.4	520	FEET	330005006

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
11	I			CONTRACT	0	CAP,END,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		4	2	EACH	34000065
11	I			CONTRACT	0	CAP,END,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,ASTM D2513		8.6	2	EACH	34000080
20	I			CONTRACT	0	ANODE,5 LB,CAST,H1 MAGNESIUM ALLOY,PACKED W 10 FT, 0.05 CU LEAD		71.44	2	EACH	24000020
20	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YELL 30 MIL INSULATION, 500 FT,HIGH,TRACER, GAS PIPELINE		129.6	540	FEET	34200080

Page 1 - Original Like Kind & Size

Cost Summary Report

CUE Number	49862
CUE Description	ONG Broken Arrow Fct 055 NDU - 2" PE Exposure, approx 400 ft N of S 129th E Ave and 67th St S intersection, east side (COBA# ST1710)
CUE Status	RTAPPR
Parent WO	2025-1001046764
Capital Project Number	
Project Function	055
Version Number	2
Version Description	Like kind and size
Version Estimate Type	COSTONLY
Version Estimate Status	ESTIMATED
Estimator ID	OKE12547
Estimator Name	Helbig, Tim W.
Cost Center	2980
Project Funding Number	021.055.2989.FP010001
Funding Type	NDU
Target Start Date	Jul 16, 2025
Target Finish Date	Jul 16, 2026

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
<i>Install Cost</i>	798.60	90468.98	175.70	44.18	29205.62	0.00	120693.08	0.00	120693.08
<i>SubTotal</i>	798.60	90468.98	175.70	44.18	29205.62	0.00	120693.08		120693.08

Table 2

WP #	Task Number	WP Description	Materials & Consumables			Labor Breakdown		Overheads			Total Costs	
			Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH		Vehicle OH
20	CU	Tracing, Cathodic Protection	201.04	0.00	0.00	0.00	0.00	44.23	0.00	64.33	0.00	309.60
10	CU	Install Main	589.56	0.00	0.00	241.44	90227.54	129.71	44.18	29138.73	0.00	120371.16
11	CU	Retire Main	8	0.00	0.00	0.00	0.00	1.76	0.00	2.56	0.00	12.32
<i>SubTotal</i>			798.60	0.00	0.00	241.44	90,227.54	175.70	44.18	29,205.62	0.00	120,693.08

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	COUPLING,2 IN IPS,HDPE,ELECTF 100 PSIG,BLACK,ASTM D2513		55.76	4	EACH	340000215
10	I			CONTRACT	0	ELBOW,2 IN IPS,MDPE,BUTT FUSION,90 DEG, 100 PSIG,ASTM D2513		11	4	EACH	340000345
10	I			CONTRACT	0	TEE,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		5.4	2	EACH	340000670
10	I	37600	1590020	CONTRACT	0	PIPE,MDPE,2.00 IN IPS,DR 11,20 FT STICKS, 0.216 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW,P/		18.2	20	FEET	330000045
10	I	37600	1590020	CONTRACT	0	PIPE HDPE,PE4710/ PE100,COIL, 2,000 IN IPS,DR11,500 FT COIL,0.216 IN WALL,BIMODAL, 500 FT COIL,NO REGRIND ALLOWED,ASTM D2513,BLACK W YELLOW STRIPES		499.2	520	FEET	330000504
11	I			CONTRACT	0	CAP,END,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		8	4	EACH	340000065

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
20	I			CONTRACT	0	ANODE,5 LB,CAST,H1 MAGNESIUM ALLOY,PACKED W 10 FT, 0.05 CU LEAD		71.44	2	EACH	24000020
20	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YELL 30 MIL INSULATION, 500 FT,HIGH,TRACER, GAS PIPELINE		129.6	540	FEET	34200080

Cost Summary Report

CUE Number	49862
CUE Description	ONG Broken Arrow Fct 055 NDU - 2" PE Exposure, approx 400 ft N of S 129th E Ave and 67th St S intersection, east side (COBA# ST1710)
CUE Status	AFEAPPR
Parent WO	2025-1001046764
Capital Project Number	021.055.2980.010428
Project Function	055
Version Number	4
Version Description	Like Kind & Size - Minimum Bore
Version Estimate Type	COSTONLY
Version Estimate Status	ESTIMATED
Estimator ID	OKE19642
Estimator Name	Yost, Cody M.
Cost Center	2980
Project Funding Number	021.055.2989.FP010001
Funding Type	NDU
Target Start Date	Jul 16, 2025
Target Finish Date	Jul 16, 2026

Table :

	Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
<i>Install Cost</i>	379.80	41889.61	83.56	38.66	13526.20	0.00	55917.83	0.00	55917.83	
<i>SubTotal</i>	379.80	41889.61	83.56	38.66	13526.20	0.00	55917.83		55917.83	

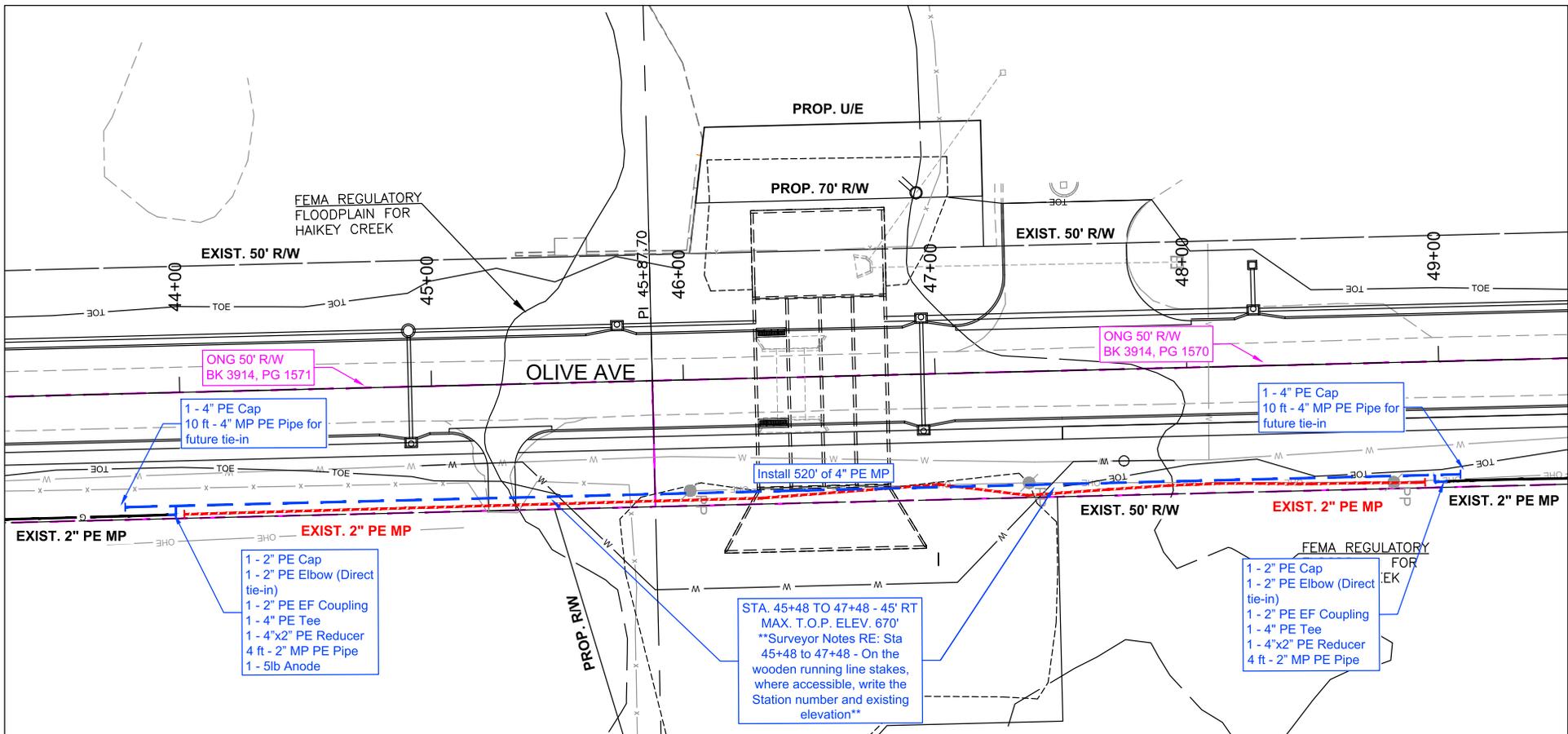
Table :

WP Task #	WP Description	Materials & Consumables			Labor Breakdown		Stores OH	Overheads		COH	Vehicle OH	Total Costs
		Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor		Labor Attends				
20	CU Tracing, Cathodic Protection	113.44	0.00	0.00	0.00	0.00	24.96	0.00	36.30	0.00	0.00	174.70
10	CU Install Main	258.36	0.00	0.00	211.26	41678.35	56.84	38.66	13487.34	0.00	0.00	55730.81
11	CU Retire Main	8	0.00	0.00	0.00	0.00	1.76	0.00	2.56	0.00	0.00	12.32
	<i>SubTotal</i>	379.80	0.00	0.00	211.26	41,678.35	83.56	38.66	13,526.20	0.00	0.00	55,917.83

Table 3 - Materials Deta

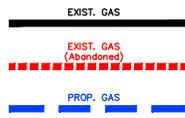
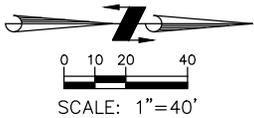
Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	COUPLING,2 IN IPS,HDPE,ELE PSIG,BLACK,A D2513		55.76	4	EACH	340000215
10	I			CONTRACT	0	ELBOW,2 IN IPS,MDPE,BUT FUSION,90 DEG,100 PSIG,ASTM D2513		11	4	EACH	340000345
10	I			CONTRACT	0	TEE,2 IN IPS,MDPE,BUT FUSION,DR 11,100 PSIG,ASTM D2513		5.4	2	EACH	340000670
10	I	37600	1590020	CONTRACT	0	PIPE,MDPE,2.0 IN IPS,DR 11,20 FT STICKS,0.216 IN WALL,BIMODAL REGRIND ALLOWED,AST D2513,YELLO QTY 1760 FT		18.2	20	FEET	330000045
10	I	37600	1590020	CONTRACT	0	PIPE HDPE,PE4710/P IN IPS,DR11,500 FT COIL,0.216 IN WALL,BIMODAL FT COIL,NO REGRIND ALLOWED,AST D2513,BLACK W YELLOW STRIPES		168	175	FEET	330005004
11	I			CONTRACT	0	CAP,END,2 IN IPS,MDPE,BUT FUSION,DR 11,100 PSIG,ASTM D2513		8	4	EACH	340000065
20	I			CONTRACT	0	ANODE,5 LB,CAST,H1 MAGNESIUM ALLOY,PACKED W 10 FT, 0.05 CU LEAD		71.44	2	EACH	240000020
20	I			CONTRACT	0	WIRE,SOLID,10		42	175	FEET	342000080

GA, HMW
PE, COPPER, YE
MIL
INSULATION, 50
FT, HIGH, TRAC
GAS PIPELINE



Notes:

- All Proposed pipeline to be installed a minimum of 4' below existing grade unless otherwise noted.
- All service lines to be 3/4" MDPE unless otherwise noted.



OKLAHOMA NATURAL GAS

A Division of ONE Gas

MISSION

Providing reliable natural gas services to customers in Oklahoma.

VISION

The customer's choice.

CORE VALUES

Ethics • Quality • Loyalty
Value • Service

REVISED			PRINTS ISSUED		
DATE	BY	ITEM	DATE	NO.	TO

OKLAHOMA NATURAL GAS COMPANY

CITY OF BROKEN ARROW

(ST1710) 2" PE EXPOSURE
APPROX 400' N OF S 129TH E AVE
AND 67TH ST S INTERSECTION, EAST SIDE

DESIGNED	T.H.	SURVEY	NONE	DATE	9/25/25
DRAWN	SJBII	JO#		SCALE	AS SHOWN
CHECKED				SHEET NO.	
FILE NO.		DWG. NO.		OF	1

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between

Clint Cross and Melba M. Cross, husband and wife

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$1.00

and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Tulsa

State of Oklahoma, and more particularly identified and described as follows, to-wit:

A gas line to be installed within the West 50 feet of the SW 1/4 NW 1/4 of Section 4,

Township 18 North, Range 14 East,

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of, and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right-of way agreement this 17 day of January, 1970,

STATE OF OKLAHOMA
TULSA COUNTY
FILED ON RECORDED

JAN 22 2 42 PM '70

CLYDE WINTERKING
COUNTY CLERK

STATE OF OKLAHOMA
COUNTY OF TULSA

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 17 day of January, 1970, personally appeared

Clint Cross and Melba M. Cross, husband and wife

same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

J. R. Hillard
Notary Public

My Commission Expires, Sept. 14, 1971

RECORDING DATA

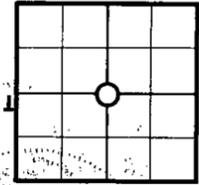


Return to:
OKLAHOMA NATURAL GAS COMPANY
Land & Geological Department
Box 871
Tulsa, Oklahoma 74102

Negotiated by J. R. Hillard

Line A-600 Service I.O. 515-14-73

Entered Indexed



05 11 54 1 3 03 10

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day

of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to

me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes

herein set forth.

Witness my hand and official seal.

Notary Public: _____

My Commission expires _____

STATE OF OKLAHOMA, }
COUNTY OF _____ }
ss. _____

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day

of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to

me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes

herein set forth.

Witness my hand and official seal.

Notary Public: _____

My Commission expires _____

STATE OF OKLAHOMA, }
COUNTY OF _____ }
ss. _____

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day

of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to

me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes

herein set forth.

Witness my hand and official seal.

Notary Public: _____

My Commission expires _____

STATE OF _____, }
COUNTY OF _____ }
ss. _____

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____

of _____, 19____, personally appeared _____

to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instru-

ment as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed,

and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires _____

Notary Public: _____





OKLAHOMA NATURAL GAS COMPANY

Post Office Box 871

TULSA, OKLAHOMA 74102

December 22, 1969

Mr. Clint Cross
5319 South Irvington
Tulsa, Oklahoma 74135

Dear Mr. Cross:

RE: RIGHT-OF-WAY FOR INSTALLATION OF
2" M.P. GAS MAIN IN SW/4 OF NW/4
SEC. 4, T18N, R14E, TULSA COUNTY.

Oklahoma Natural Gas Company is proposing to install a 2" medium pressure gas line across the above described property. It is understood that you are contemplating future industrial development of this tract with possibility of installation of a forging plant. It is further understood that you were in doubt as to the capacity of the proposed line to serve the operation when the development occurs.

This is to assure you that we have adequate supply to increase pressures on the 2" main or in event this is inadequate to serve your load, we will install an additional main to meet your requirements.

Sincerely,

J. W. Williams
J. W. Williams

RIGHT OF WAY AGREEMENT

FORM 428 11-59

THIS AGREEMENT, made and entered into by and between

Boyd Cook and Little Cook, husband and wife

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$ 1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Tulsa

State of Oklahoma, and more particularly identified and described as follows, to-wit:

A gas line to be installed within the West 50 feet of the North 340 feet of the NW/4

NW/4 SW/4 of Section 4, Township 18 North, Range 14 East.

4-18N-14E

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 11th day of DECEMBER, 1969

STATE OF OKLAHOMA

TULSA COUNTY

FILED OR RECORDED

JAN 22 2 42 PM '70

Little Cook

Boyd Cook
Little Cook

CLYDE WINTERKING

COUNTY CLERK

STATE OF OKLAHOMA

COUNTY OF TULSA

SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 11 day of December, 19 69, personally appeared Boyd Cook and Little Cook, husband and wife

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

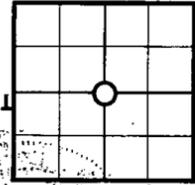
My Commission Expires Sept. 14, 1971

RECORDING DATA

Notary Public



Return to:
OKLAHOMA NATURAL GAS COMPANY
Land & Geological Department
Box 871
Tulsa, Oklahoma 74102



Entered Indexed
Line A-600 Service I. O. 515-14-73 R/W#
Negotiated by J. R. Hillard R/W# 21

202

STATE OF OKLAHOMA, COUNTY OF _____

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day of _____, 19____, personally appeared _____

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as free and voluntary act and deed, for the uses and purposes herein set forth.

Witness my hand and official seal. My Commission expires _____

Notary Public: _____

STATE OF OKLAHOMA, COUNTY OF _____

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day of _____, 19____, personally appeared _____

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as free and voluntary act and deed, for the uses and purposes herein set forth.

Witness my hand and official seal. My Commission expires _____

Notary Public: _____

STATE OF OKLAHOMA, COUNTY OF _____

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day of _____, 19____, personally appeared _____

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as free and voluntary act and deed, for the uses and purposes herein set forth.

Witness my hand and official seal. My Commission expires _____

Notary Public: _____

STATE OF _____, COUNTY OF _____

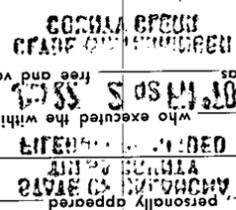
Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____

to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written. My Commission Expires _____

Notary Public: _____

CORPORATION ACKNOWLEDGMENT



Signature Certificate



Envelope Ref:8757a5136c87b9773eafe418d5aabf2ebba12b4d

Author: Cody Yost Creation Date: 22 Dec 2025, 09:06:09, PST Completion Date: 20 Jan 2026, 09:21:06, PST

Document Details:



Name: Reimbursement Package - COBA# ST1710 REV1A

Type:

Document Ref: 9e5c1880f7f71be675a46478a128d9221c2951eaa420ac99f3bad74391c8a471

Document Total Pages: 21

Document Signed By:

Name: Cody Yost
Email: cody.yost@onegas.com
IP: 12.216.62.6
Location: OKLAHOMA CITY, OK (US)
Date: 22 Dec 2025, 09:09:17, PST
Consent: eSignature Consent Accepted

Cody Yost
Signer ID: 9FPJOYWSZ4...

Security Level: Email
Name: Morgan Pilkington
Email: OKE19789@onegas.com
IP: 107.127.9.11
Location: COLUMBUS, OH (US)
Date: 22 Dec 2025, 09:28:19, PST
Consent: eSignature Consent Accepted

Morgan Pilkington
Signer ID: ZKSPOYPP15...

Security Level: Email
Name: Tonya Means
Email: oke22014@onegas.com
IP: 165.85.35.23
Location: DENVER, CO (US)
Date: 31 Dec 2025, 10:49:06, PST
Consent: eSignature Consent Accepted

Tonya Means
Signer ID: CXRFWC1112...

Security Level: Email
Name: David Williams

David Williams
Signer ID: 0GDQEC3D5M...

Email: david.williams@onegas.com
 IP: 12.216.62.6
 Location: OKLAHOMA CITY, OK (US)
 Date: 20 Jan 2026, 08:33:44, PST
 Consent: eSignature Consent Accepted
 Security Level: Email

Name: Brian Shore
 Email: brian.shore@onegas.com


 Signer ID: SMGCEWBDEM...

IP: 12.216.62.6
 Location: OKLAHOMA CITY, OK (US)
 Date: 20 Jan 2026, 09:21:05, PST
 Consent: eSignature Consent Accepted
 Security Level: Email

Name: OKE11872@onegas.com Meghan A.

Email: meghan.booker@onegas.com


 Signer ID: USOQRW1GH7...

IP: 12.216.62.6
 Location: OKLAHOMA CITY, OK (US)
 Date: 22 Dec 2025, 13:38:39, PST
 Consent: eSignature Consent Accepted
 Security Level: Email

Document History:

Envelope Created	Cody Yost created this envelope on 22 Dec 2025, 09:06:09, PST
Invitation Sent	Invitation sent to Cody Yost on 22 Dec 2025, 09:09:12, PST
Invitation Accepted	Invitation accepted by Cody Yost on 22 Dec 2025, 09:09:12, PST
Signed by Cody Yost	Cody Yost signed this Envelope on 22 Dec 2025, 09:09:17, PST
Invitation Sent	Invitation sent to Morgan Pilkington on 22 Dec 2025, 09:09:17, PST
Invitation Accepted	Invitation accepted by Morgan Pilkington on 22 Dec 2025, 09:28:12, PST
Signed by Morgan Pilkington	Morgan Pilkington signed this Envelope on 22 Dec 2025, 09:28:19, PST
Invitation Sent	Invitation sent to OKE11872@onegas.com Meghan A. on 22 Dec 2025, 09:28:20, PST
Invitation Accepted	Invitation accepted by OKE11872@onegas.com Meghan A. on 22 Dec 2025, 13:36:52, PST
Signed by OKE11872@onegas.com Meghan A.	OKE11872@onegas.com Meghan A. signed this Envelope on 22 Dec 2025, 13:38:39, PST
Invitation Sent	Invitation sent to Tonya Means on 22 Dec 2025, 13:38:39, PST
Invitation Accepted	Invitation accepted by Tonya Means on 30 Dec 2025, 08:32:58, PST
Signed by Tonya Means	Tonya Means signed this Envelope on 31 Dec 2025, 10:49:06, PST
Invitation Sent	Invitation sent to David Williams on 31 Dec 2025, 10:49:06, PST

Invitation Accepted	Invitation accepted by David Williams on 20 Jan 2026, 08:33:08, PST
Signed by David Williams	David Williams signed this Envelope on 20 Jan 2026, 08:33:44, PST
Invitation Sent	Invitation sent to Brian Shore on 20 Jan 2026, 08:33:44, PST
Invitation Accepted	Invitation accepted by Brian Shore on 20 Jan 2026, 09:20:47, PST
Signed by Brian Shore	Brian Shore signed this Envelope on 20 Jan 2026, 09:21:05, PST
Executed	Document(s) successfully executed on 20 Jan 2026, 09:21:06, PST
Signed Document(s)	Link emailed to cody.yost@onegas.com
Signed Document(s)	Link emailed to OKE19789@onegas.com
Signed Document(s)	Link emailed to megan.booker@onegas.com
Signed Document(s)	Link emailed to oke22014@onegas.com
Signed Document(s)	Link emailed to david.williams@onegas.com
Signed Document(s)	Link emailed to brian.shore@onegas.com



City of Broken Arrow

Request for Action

File #: 26-203, Version: 1

**Broken Arrow City Council
Meeting of: 02-03-2026**

Title:

Approval of and authorization to execute Resolution No. 1735, a Resolution of Necessity to Condemn Property located at 4777 South 209th East Avenue, Broken Arrow, OK 74014, located in Section 29, Township 19 North, Range 15 East of the Indian Meridian, Tulsa County, Oklahoma, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 8.0 (Project No. ST21390)

Background:

The City of Broken Arrow's Right-of-Way Agent contacted the property owner, Norma Brown a/k/a Norma Carter Brown a/k/a Juhree Eyraud a/k/a Jurhee Eyraud a/k/a Jurhee Eyraud, Trustee of the Jurhee Eyraud Revocable Trust, Dated September 1, 2005, a/k/a Norma Alexander, in relation to right-of-way acquisition for the 37th Street Roadway Widening from Omaha Street to Dearborn Street. The City extended an offer of \$25,230 on August 19, 2025, based on an appraised value. The property owner did not respond. The Agent submitted said offer, along with a copy of the appraisal, to the property owner's attorney on October 14, 2025. After multiple follow-up attempts, no response was received from the attorney.

The City's Right-of-Way Agent has attempted unsuccessfully to negotiate with the property owner on Parcel 8.0, located at 4777 South 209th East Avenue in Broken Arrow, Oklahoma, in Section 29 Township 19 North, Range 15 East. The attached Resolution of Necessity No. 1735 recommends that condemnation proceed on Parcel 8.0, for the described parcel.

Cost: \$25,230 plus costs

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1735
Right of Way Agent's Log
Parcel 8.0 Legal Exhibit

Recommendation:

Approve Resolution No. 1735 and authorize its execution.

PERMANENT RIGHT OF WAY
PARCEL NO. 8.0

EXHIBIT A

LEGAL DESCRIPTION

A part of the Lot 4, Block 2, Sun City III, a subdivision to Wagoner County, Oklahoma, and said part being more particularly described as follows;
Beginning at the Southwest corner of said Lot 4,
thence North 01 degrees 18 minutes 27 seconds West a distance of 306.04 feet to the grantor's north property line;
thence along said north property line
North 88 degrees 39 minutes 26 seconds East a distance of 25.00 feet;
thence leaving said north property line
South 01 degrees 18 minutes 27 seconds East a distance of 306.04 feet to the grantor's south property line;
thence along said south property line
South 88 degrees 39 minutes 20 seconds West a distance of 25.00 feet to the POINT OF BEGINNING (P.O.B.), containing 7,651 square feet or 0.18 acres.

Bearings based on the Oklahoma State Plane Grid North Zone.

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Paul Walla, Oklahoma PLS # 1903

Paul Walla,
Professional Land Surveyor
Oklahoma PLS # 1903
McClelland Consulting Engineers, Inc.



PROJ. MANAGER:	DRAWN BY:
PW	JJM
DATE:	REVISION:
03/29/2025	
SCALE:	PROJ. NUMBER:
AS NOTED	217104

RIGHT-OF-WAY
DEDICATION

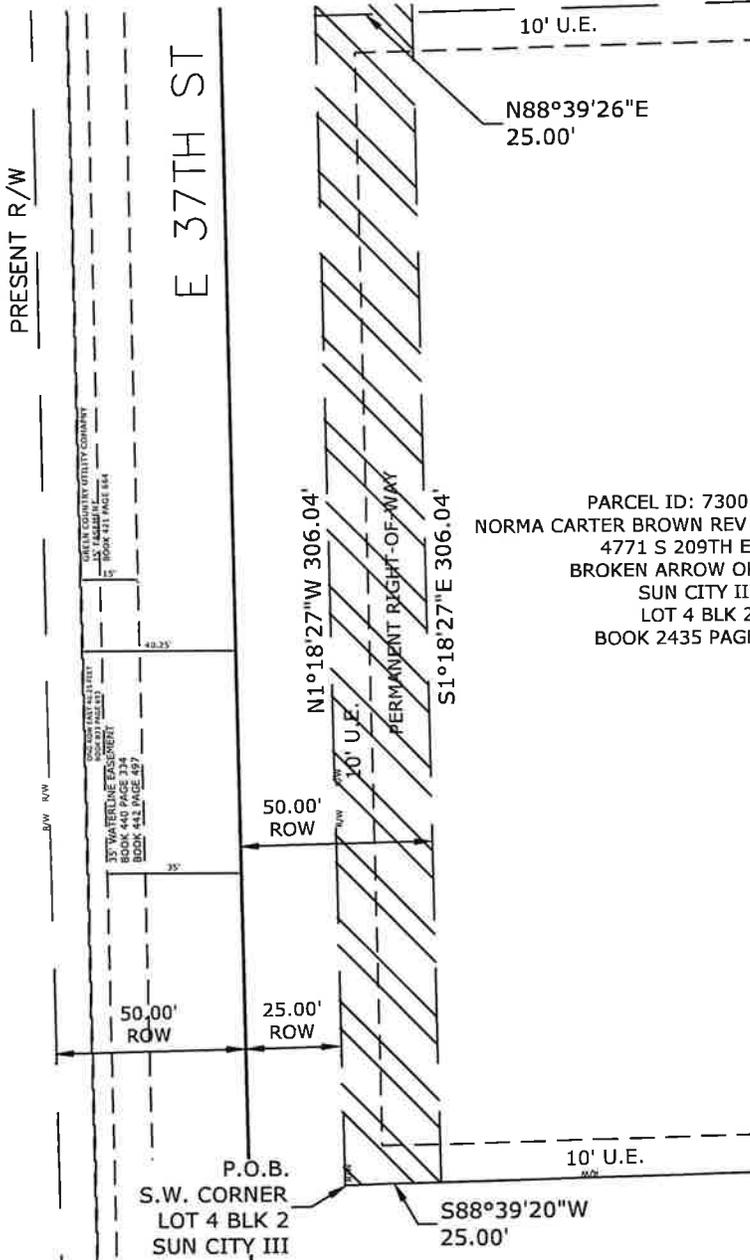
PERMANENT RIGHT OF WAY
AREA: 0.18 ACRES (7651 SQ. FT.)
OWNER: NORMA CARTER BROWN REV LIV TR DTD 9/2/0
ADDRESS: 4771 S 209TH E AVE, BROKEN ARROW, OK 74014

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM

1 OF 2

PERMANENT RIGHT OF WAY
PARCEL NO. 8.0

EXHIBIT A



PARCEL ID: 730010893
 NORMA CARTER BROWN REV LIV TR DTD 9/2/0
 4771 S 209TH E AVE
 BROKEN ARROW OK 74014
 SUN CITY III
 LOT 4 BLK 2
 BOOK 2435 PAGE 756



PROJ. MANAGER: PW	DRAWN BY: JJM
DATE: 03/29/2025	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 217104
2 OF 2	

**RIGHT-OF-WAY
DEDICATION**

**PERMANENT RIGHT OF WAY
AREA: 0.18 ACRES (7651 SQ. FT.)**
 OWNER: NORMA CARTER BROWN REV LIV TR DTD 9/2/0
 ADDRESS: 4771 S 209TH E AVE, BROKEN ARROW, OK 74014

MCE McCLELLAND
 CONSULTING
 ENGINEERS, INC.
 7302 KANIS RD
 LITTLE ROCK, AR 72204
 (479) 443-2377
 HTTP://WWW.MCE.US.COM

RIGHT OF WAY AGENT'S LOG

PROPERTY LOCATION:

Wagoner County Parcel # 730010893
 4777 S 209th East Avenue
 Broken Arrow, OK 74014

PARCEL NO: 8.0

37th Street Roadway Widening from Omaha St to Dearborn St

Lot 4, Block 2, SUN CITY III
SW/4 Section 29 Township 19 North, Range 15 East

PROJECT NO: ST21390
COUNTY: WAGONER

NOT SECURED

OWNER/ADDRESS/TELEPHONE:

Norma Brown a/k/a Norma Carter Brown a/k/a
 Juhree Eyraud a/k/a Jurhee Eyraud a/k/a Jurhee
 Eyraud, Trustee of the Jurhee Eyraud Revocable
 Trust, Dated September 1, 2005, a/k/a Norma Alexander
 Phone #: unknown

PROPERTY DIRECTIONS:

The property is located east of South 209th
 East Avenue and north of 48th Street.

MAILING ADDRESS:

4771 S 209th East Avenue
 Broken Arrow, OK 74014

MORTGAGES:

None found.

AUTHORIZED NEGOTIATION AMOUNT:

	Original	Revised		<u>OFFER</u>	<u>OFFER</u>	<u>AMOUNT</u>
RIGHT-OF-WAY Parcel 8.0	0.18 Acres			\$71,000/Acre		\$12,780.00
IMPROVEMENTS:						\$11,845.50

5 strand barbed wire fence 25 Linear Feet (LF) x \$7.00/LF = \$175
 Metal sheets double (25 x 2) 50 LF x \$3.20 = \$160
 Wood posts 16 x \$10/each = \$160
 16 x 150 gravel drive – 2,400 Square Feet (SF) x \$2.00/SF = \$4,800
 Metal sheets double (50 x 2) 100 LF x \$3.20 = \$320
 10 x 15 Carport 150 SF x \$17.00/SF = \$2,550
 Metal sheets for carport (15 x 10) 25 LF x \$3.20/LF = \$80
 Field fence south of drive 25 LF x \$7.50/LF = \$187.50
 Field fence north of drive 25 LF x \$7.50/LF = \$187.50
 25 x 22 Gravel parking 550 SF x \$2.00/SF = \$1,100
 10 x 8 Carport 80 SF x \$17.00/SF = \$1,360
 Field fence north boundary 25 LF x \$7.50/LF = \$187.50
 Labor to Install metal sheets 1 @ \$578/Unit = \$578

DAMAGES:

Relocate portable storage shed 1 Unit x \$200/Unit = \$200
 Relocate 10' gates at entry 2 Units x \$200/Unit = \$400

\$600.00

JUST COMPENSATION TOTAL: \$25,230.00

REPORT OF ALL CONTACTS:

1/22/2025

Requested title report from JF. KP.

3/31/2025

Requested status on title report from JF. KP

4/15/2025

Title report received from JF. AO

4/24/2025

Intro letter mailed to NB. AO

5/14/2025

Requested appraisal from BC. KP

5/28/2025

USPS returned Intro Letter undelivered Receipt #95890710527018966524-24. AO

6/13/2025

AO attempted hand-delivery of Intro Letter-unable to access property. AO

6/17/2025

Intro Letter mailed to address '4771' instead of property address; USPS Certified mail receipt for delivery 95890710527018966520-42. AO

6/28/2025

Owner Contact info received. AO

7/10/2025

Appraisal received for right-of-way and temporary construction easement; received information from BC that NB/JE remarried and has the last name of Alexander. KP

8/19/2025

Parcel 8.1 for temporary construction easement removed from plans, per TS. Offer Letter mailed via regular mail. AO

8/20/2025

Amended appraisal received, removing Parcel 8.1. AO

9/5/2025

2nd Attempt Offer Letter was mailed via regular mail. AO

9/19/2025

Letter received from KER, as Attorney for NB. AO

9/22/2025

Documents requested by property owner's attorney delivered to Graham. AO

10/14/2025

Emailed KER to touch base. KER replied he'll be out of town and won't be ready to respond until around the first week of November. AO

11/13/2025

Emailed KER to request NB's decision on the offer. AO

12/01/2025

Emailed KER to request NB's decision on the offer and check if NB would be getting a secondary appraisal. AO

12/15/2025

Emailed KER to request NB's decision on the offer by the end of the week. AO

12/23/2025

Mailed preferred condemnation letter to KER via certified mail to both the Pryor and Shawnee office addresses. AO

12/29/2025

Preferred condemnation letter received by attorney's office, USPS Certified mail receipt for delivery 95890710527018966510-83.

LEGEND:

KP – Karen Pax, Right of Way Agent for the City of Broken Arrow, Oklahoma

AO – Amy O’Laughlin, Right of Way Agent for the City of Broken Arrow, Oklahoma

NB – Norma Brown – Property Owner

BC – Betty Cagle - Appraiser

TS – Travis Small, P.E., Transportation Division Manager, City of Broken Arrow, Oklahoma

JF – Joe Francis, Attorney, Kivell, Rayment and Francis, P.C.

KER - K. Ellis Ritchie, Attorney at Law



City of Broken Arrow

Request for Action

File #: 26-225, Version: 1

**Broken Arrow City Council
Meeting of: February 3, 2026**

Title:

Approval of and authorization to execute Amendment No. 2 to the Master Service Agreement and Statement of Work No. 1 with Virta Medical P.C. effective February 1, 2026

Background:

As part of the City's health plan for employees and eligible dependents, Virta Diabetes Management Program has been offered to qualifying participants since September 2020 and has offered an obesity reversal service for those who have a BMI of 25> since 2024.

The Parties agree to amend the agreement and change billing arrangements from Net 30 to Net 45 to ensure the HR Benefits Team has adequate time to reconcile and pay invoices as they are received.

No other changes to this agreement. Staff recommends approval.

Cost: no change in cost

Funding Source: Group Health and Life Operational Budget Fund 661

Requested By: Kelly Cox, Human Resources Director

Approved By: City Manager's Office

Attachments: Broken Arrow pay period amendment 01272026

Recommendation:

Approve Amendment No. 2 to the Master Service Agreement and Statement of Work No. 1 with Virta Medical P.C. effective February 1, 2026

CITY OF BROKEN ARROW - VIRTA MEDICAL P.C.
AMENDMENT No. 2 to MASTER SERVICES AGREEMENT and STATEMENT OF WORK NO. 1

This Amendment No. 2 to the Statement of Work No. 1 (this “**Amendment**” or “**Second Amendment**” or “**Amendment No. 2**”), is entered into and effective as of February 1, 2026, by and between **Virta Medical P.C.**, a California Professional Corporation and its affiliates (“**Virta**” or the “**Company**”), and City of Broken Arrow, on behalf of itself and its affiliates, with offices at 220 South 1st Street, Broken Arrow, Oklahoma 74012, United States (“**Customer**” or “**City of Broken Arrow**”). *Customer and Virta shall each be referred to individually as a “Party” and collectively as the “Parties”.*

WHEREAS, Customer and Virta entered into that certain Master Services Agreement (“**Agreement**”, and as amended), effective January 1, 2023 and that certain Statement of Work No. 1 (“**SOW No. 1**”, and as amended), effective January 1, 2023, pursuant to which Virta provides certain Services to Customer.

WHEREAS, the Parties now mutually desire to amend the Agreement and SOW No. 1 to update certain terms and conditions.

NOW THEREFORE, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Authority. Each Party represents and warrants that (i) it has all requisite corporate power and authority to enter, and perform pursuant to this Amendment; (ii) the execution, delivery and performance of this Amendment and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; and (iii) this Amendment has been duly executed and delivered by such Party.
2. Amendment. The Agreement is hereby amended as follows:
 - a. Section 4.1, Invoices, is hereby deleted in its entirety and replaced with the following:

4.1 Invoices. As set forth in the SOW, Virta will either (i) invoice the Customer directly (“Invoice”), or (ii) file claims with the Customer’s health plan administrator (the “Claims Administrator”) directly (a “Claim”). Each Invoice will include any fees incurred since the prior Claim or Invoice was generated and in either case, payment is due within forty-five (45) days of the Invoice date or the Claim date.
3. Conflict/Other Terms Unchanged. In the event of a conflict between the terms of this Amendment or the Agreement and SOW No. 1, the terms of this Amendment shall control. Where new terms are added in this Amendment or terms are delineated as applicable to all services, those terms shall apply to the Agreement and SOW No. 1 also. Except as expressly amended or noted herein, all other terms and conditions as set forth in the Agreement and SOW No. 1 shall remain unchanged. The Agreement and SOW No. 1 as amended by this Amendment, shall remain and continue in full force and effect, and shall continue to be binding on the Parties hereto.

IN WITNESS WHEREOF, Virta and Customer have executed this Amendment as of the effective date above.

Agreed to and Accepted by:
VIRTA MEDICAL, P.C.

Agreed to and Accepted by:
CITY OF BROKEN ARROW

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



City of Broken Arrow

Request for Action

File #: 26-227, Version: 1

**Broken Arrow City Council
Meeting of: February 3, 2025**

Title:

Approval of and authorization to execute Interlocal Agreement between Wagoner County and the City of Broken Arrow for Identification of Responsibilities and Duties Regarding the Operations, Maintenance, Construction, and Financial Obligations for Public Rights-of-Ways

Background:

On June 22, 2022, the City of Broken Arrow approved an interlocal agreement between the City and Wagoner County in an effort to better define each agency's role and to provide clear distinction for each entity's responsibilities and duties specifically regarding the ownership, construction, maintenance, operations, and financial responsibilities for public infrastructure directly associated with jurisdictional boundary roadways. On January 2, 2024, the City of Broken Arrow approved Amendment Number 1 that modified each entity's responsibilities regarding a few specific boundary roadways and clarified all intersection responsibilities.

The proposed Interlocal Agreement between Wagoner County and the City of Broken Arrow for Identification of Responsibilities and Duties Regarding the Operations, Maintenance, Construction, and Financial Obligations for Public Rights-of-Ways replaces the original agreement to comply with the requirements of the Interlocal Cooperation Act, 74 O.S. §§ 1001 *et seq.* Further, the proposed agreement extends the responsibilities and duties as defined by the prior agreement for the City of Broken Arrow with respect to E. 81st Street South from 257th E. Avenue to 265th E. Avenue, including the E. 81st Street South and 257th E. Avenue intersection. Additionally, it extends the City of Broken Arrow's responsibilities and duties to include 209th E. Avenue from E. 41st Street South to E. 31st Street South, including the 209th E. Avenue and E. 41st Street South intersection. The E. 31st Street South and 209th E. Avenue intersection is not covered in this Agreement since it is a part of either entity's inventory of streets.

This Agreement, specifically Exhibit "A" that identifies the intersections that are the responsibility of the City and Wagoner County as identified in Exhibit "A" to the Interlocal Agreement, is anticipated to be updated periodically as provided in Section 6.1 of the Agreement.

Cost: N/A

Funding Source: N/A

Requested By: Kenneth D. Schwab, P.E., S.E., CFM, Assistant City Manager

Approved By: City Manager's Office

Attachments: Interlocal Agreement between Wagoner County and the City of Broken Arrow for Identification of Responsibilities and Duties Regarding the Operations, Maintenance, Construction, and Financial Obligations for Public Rights-of-Ways

Recommendation:

Approve and authorize the execution of the Interlocal Agreement between Wagoner County and the City of Broken Arrow for Identification of Responsibilities and Duties Regarding the Operations, Maintenance, Construction, and Financial Obligations for Public Rights-of-Ways.

**INTERLOCAL AGREEMENT
BETWEEN
WAGONER COUNTY AND
THE CITY OF BROKEN ARROW
FOR
IDENTIFICATION OF RESPONSIBILITIES AND DUTIES REGARDING THE
OPERATIONS, MAINTENANCE, CONSTRUCTION, AND FINANCIAL
OBLIGATIONS FOR PUBLIC RIGHT-OF-WAYS**

This Agreement (hereinafter the “Agreement”) is made pursuant to 69 O.S. §§ 1903 and 1968 by and between Wagoner County, Oklahoma (hereinafter the “COUNTY”), and the City of Broken Arrow, Oklahoma (hereinafter the “CITY”) for the following intents and purposes and subject to the following terms and conditions, to wit:

SECTION 1. PURPOSE

WHEREAS, Title 69 of the Oklahoma Statutes, Sections 1903(B) and 1968(A), authorize this Agreement; and

WHEREAS, the COUNTY and CITY share responsibilities and duties regarding the ownership, operation, maintenance, construction, and financial obligation of public rights-of-way along several State of Oklahoma political subdivision boundary borders; and

WHEREAS, the COUNTY and CITY individually exercise certain responsibilities and duties regarding the ownership, operation, maintenance, construction, and financial obligation of public rights-of-way solely within each entity's jurisdiction; and

WHEREAS, these responsibilities and duties include, but are not limited to, the public transportation facilities, such as roads, streets, bridges, sidewalks, trails, signals, traffic signage, and public stormwater and drainage systems coupled with other public appurtenances associated with the public transportation facilities; and

WHEREAS, these responsibilities and duties do not include specific responsibilities and duties directly associated with public utility infrastructure, which will remain the obligation of the owner of the public utility; and

WHEREAS, the COUNTY is charged under Oklahoma State Statutes, Title 19, with ownership, operation, maintenance, construction and financial obligation for said public rights-of-way and the public infrastructure as identified above and contained solely within COUNTY jurisdiction; and

WHEREAS, the CITY is charged under Oklahoma State Statutes, Title 11, with ownership, operation, maintenance, construction and financial obligation for said public rights-of-way and the public infrastructure as identified above and contained solely within CITY jurisdiction; and

WHEREAS, the COUNTY and the CITY deem it is mutually beneficial to each party, as well as to the residents of each party, to identify the responsibilities and duties regarding the ownership, operation, maintenance, construction, and financial obligation for rights-of-way for locations as identified in Exhibit “A” attached to this Agreement; and

WHEREAS, the COUNTY and the CITY have independently investigated the present conditions of the rights-of-way and the public infrastructure as defined above and as identified in Exhibit “A” attached hereto, and agree to accept as-is said infrastructure in its current condition.

NOW THEREFORE, BE IT AGREED that both parties shall perform their responsibilities and duties for all public rights-of-way as defined above and as detailed in the sections below.

SECTION 2. RESPONSIBILITIES OF THE COUNTY

- 2.1** The COUNTY accepts responsibilities and duties for all public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for public transportation facilities and public stormwater and drainage systems associated with the public transportation facilities contained within rights-of-way for locations as identified in Exhibit “A” attached.
- 2.2** The COUNTY relinquishes responsibilities and duties for all current public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for public transportation facilities and public storm water and drainage systems associated with the public transportation facilities contained within right-of-way for locations that are in conflict with those locations as identified in Exhibit “A” attached, unless there is an amendment or supplemental agreement to this Agreement that defines otherwise.
- 2.3** The COUNTY accepts the responsibilities and duties for all public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for signalized and non-signalized intersections identified in Exhibit “A” attached, unless there is an amendment or supplemental agreement to this Agreement that defines otherwise.
- 2.4** The COUNTY grants and conveys all rights associated with the public rights-of-way for those areas under the COUNTY'S jurisdiction to the CITY for those areas identified as the responsibility and duty of the CITY.
- 2.5** The COUNTY shall advise the CITY of all actions with respect to any capital improvement project scheduled to be completed on a COUNTY public transportation facility or public stormwater and drainage system for which part of said improvement falls within CITY jurisdiction.

SECTION 3. REPSONSIBILITIES OF THE CITY

- 3.1** The CITY accepts the responsibilities and duties for all public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for public

transportation facilities and public stormwater and drainage systems associated with the public transportation facilities contained within rights-of-way for locations as identified in Exhibit “A” attached.

- 3.2 The CITY relinquishes the responsibilities and duties for all current public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for public transportation facilities and public stormwater and drainage systems associated with the public transportation facilities contained within rights-of-way for locations that are in conflict with those locations as identified in Exhibit “A” attached, unless there is an amendment or supplemental agreement to this Agreement that defines otherwise.
- 3.3 The CITY accepts the responsibilities and duties for all public rights-of-way regarding ownership, operation, maintenance, construction and financial obligation for signalized and non-signalized intersections identified in Exhibit “A” attached, unless there is an amendment or supplemental agreement to this Agreement that defines otherwise.
- 3.4 The CITY grants and conveys all rights associated with the public rights-of-way for those areas under the CITY'S jurisdiction to the COUNTY for those areas identified as the responsibility and duty of the COUNTY.
- 3.5 The CITY shall advise the COUNTY of all actions with respect to any capital improvement project scheduled to be completed on a CITY public transportation facility or public stormwater and drainage system for which part of said improvement falls within COUNTY jurisdiction.

SECTION 4. EFFECTIVE DATE AND DURATION

- 4.1 This Agreement shall become effective upon signature of both parties and shall be effective until June 30, 2026. This Agreement shall automatically renew on July 1, 2026, and each subsequent year thereafter, without lapse, unless terminated pursuant to Section 5, herein.

SECTION 5. TERMINATION

- 5.1 This Agreement may be terminated at any time by either party, with or without cause, upon tendering written notice of such termination to the Authorized Representative of the other party thirty (30) days prior to the effective date of such termination. However, nothing herein shall obligate either party to this Agreement passed either party’s current fiscal year in violation of applicable laws.

SECTION 6. AMENDMENTS OR MODIFICATIONS

- 6.1 No changes, revisions, amendments, alterations, nor modifications to this Agreement shall be effective unless reduced to writing and mutually executed by both parties with the same formalities as are observed in the execution of this Agreement.

SECTION 7. PREVIOUS AGREEMENTS

- 7.1 This Agreement supersedes and replaces any prior agreement between the COUNTY and the CITY pertaining to the ownership, operation, maintenance, construction, and financial obligation for public transportation facilities and public stormwater and drainage systems associated with the public transportation facilities contained within certain rights-of-way identified herein, including, but not limited to the “Interlocal Agreement Between Wagoner County and The City of Broken Arrow for Identification of Responsibilities and Duties Regarding the Operations, Maintenance, construction, and Financial Obligations for Public Right-of-Ways” executed July 5, 2022.

SECTION 8. GENERAL PROVISIONS

- 8.1 **Organization.** No new organization or separate legal or administrative entity is created by this Agreement.
- 8.2 **Settlement of Disagreements.** In the event of any disagreement(s) as to the administration of this Agreement, the Authorized Representative of the COUNTY and the Authorized Representative of the CITY on behalf of their respective jurisdictions and as administrators of this Agreement shall resolve the disagreement(s).
- 8.3 **Rules of Construction.** When any word in this Agreement is used in the singular, it shall include the plural, and the plural, the singular, except where a contrary intention plainly appears. When any word in this Agreement is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.
- 8.4 **No waiver of Applicable Laws.** Neither part hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act, 51 Oklahoma Statutes, Sections 151 *et. seq.*, common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this Agreement.
- 8.5 **Entire Agreement.** It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties and no agent or other party to this Agreement has the authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

[SIGNATURES TO FOLLOW]

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**INTERLOCAL AGREEMENT
BETWEEN
WAGONER COUNTY AND
THE CITY OF BROKEN ARROW
FOR
IDENTIFICATION OF RESPONSIBILITIES AND DUTIES REGARDING THE
OPERATIONS, MAINTENANCE, CONSTRUCTION, AND FINANCIAL
OBLICATIONS FOR PUBLIC RIGHT-OF-WAYS**

IN WITNESS WHEREOF, the Mayor of the City of Broken Arrow, Oklahoma, has set her hand, for and on behalf of the City of Broken Arrow and the COUNTY has executed same pursuant to authority prescribed by law for the COUNTY.

The COUNTY, Wagoner County, Oklahoma, on this _____ day of _____, 2026,
and

The CITY, the City of Broken Arrow, Oklahoma, on this _____ day of _____, 2026.

WAGONER COUNTY

ATTEST:

James Hanning, County Commissioner

Lori Hendricks, County Clerk

Randy Stamps, County Commissioner

SEAL

APPROVED AS TO FORM:

Tim Kelley, County Commissioner

Jack Thorp, District Attorney

CITY OF BROKEN ARROW

ATTEST:

Debra Wimpee, Mayor

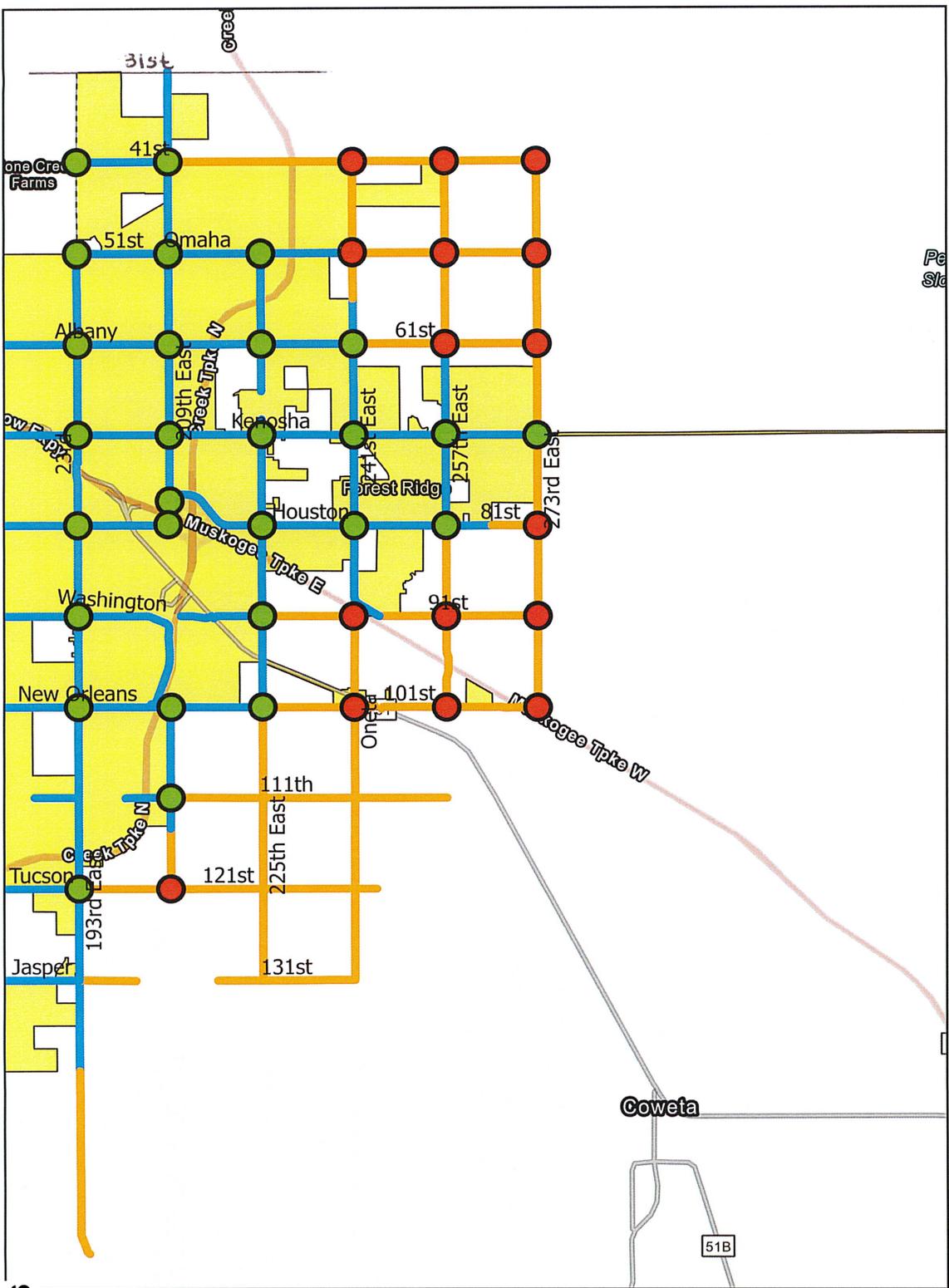
Curtis Green, City Clerk

APPROVED AS TO FORM:

SEAL

Trevor Dennis, City Attorney

Wagoner County and City of Broken Arrow Public Right of Way Responsibilities Identification



- Broken Arrow City Limits
- Intersection Maintenance**
- Broken Arrow
- Wagoner County
- Centerline Maintenance**
- Broken Arrow
- Wagoner County



EXHIBIT A

Rev. 2



City of Broken Arrow

Request for Action

File #: 26-228, Version: 1

**Broken Arrow City Council
Meeting of: February 3, 2025**

Title:

Approval of and authorization to execute Amendment No. 1 to the Mutual Law Enforcement Assistance Agreement between Wagoner County, Oklahoma and City of Broken Arrow, Oklahoma

Background:

On April 24, 2024, the City of Broken Arrow and Wagoner County, Oklahoma, entered into the Mutual Law Enforcement Assistance Agreement between Wagoner County, Oklahoma and City of Broken Arrow, Oklahoma. The City and County believe it is the best interest of the City and County to update the mutual-law enforcement assistance agreement in order for police officers of both City and County, while on duty, to be permitted to enforce the criminal laws of this State throughout the locations identified in the Interlocal Agreement between Wagoner County and the City of Broken Arrow for Identification of Responsibilities and Duties Regarding the Operations, Maintenance, Construction, and Financial Obligations for Public Rights-of-Ways.

Cost: N/A

Funding Source: N/A

Requested By: Norman Stephens, Assistant City Manager

Approved By: City Manager's Office

Attachments: Amendment No. 1 to the Mutual Law Enforcement Agreement between Wagoner County, Oklahoma and City of Broken Arrow, Oklahoma

Recommendation:

Approve and authorize the execution of Amendment No. 1 to the Mutual Law Enforcement Agreement between Wagoner County, Oklahoma and City of Broken Arrow, Oklahoma.

**MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT
BETWEEN
WAGONER COUNTY, OKLAHOMA
AND
CITY OF BROKEN ARROW, OKLAHOMA**

AMENDMENT No. 1

This Amendment (hereinafter “Amendment”) to the Mutual Law Enforcement Assistance Agreement between Wagoner County, Oklahoma and City of Broken Arrow, Oklahoma (hereinafter “Law Enforcement Agreement”), entered into April 4, 2024 and approved by the Office of the Attorney General on April 24, 2024, is entered into pursuant to Section 10, entitled “Amendments,” contained therein.

RECITALS:

WHEREAS, the COUNTY and CITY previously entered into the Interlocal Agreement between Wagoner County and the City of Broken Arrow for Identification of Responsibilities and Duties Regarding the Operations, Maintenance, Construction, and Financial Obligations for Public Rights-of-Ways (hereinafter “2022 Road Agreement”), dated July 5, 2022; and

WHEREAS, the COUNTY and CITY previously executed Amendment No. 1 to the 2022 Road Agreement, dated January 2, 2024; and

WHEREAS, the COUNTY and CITY previously entered into the Law Enforcement Agreement, dated April 4, 2024; and

WHEREAS, the Law Enforcement Agreement incorporated Amendment No. 1 to the 2022 Road Agreement as Exhibit “A;” and

WHEREAS, the COUNTY and CITY executed a new Interlocal Agreement between Wagoner County and the City of Broken Arrow for Identification of Responsibilities and Duties Regarding the Operations, Maintenance, Construction, and Financial Obligations for Public Rights-of-Ways (hereinafter “2026 Road Agreement”), dated _____, 2026; and

WHEREAS, the COUNTY and CITY desire to amend the Law Enforcement Agreement to disregard Amendment No. 1 to the 2022 Road Agreement and incorporate the 2026 Road Agreement solely as set forth herein; and

WHEREAS, except as expressly amended by this Amendment, the COUNTY and CITY intend the Law Enforcement Agreement remain in full force and effect without modification.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the COUNTY and CITY agree as follows:

AGREEMENTS:

- 1.1 Incorporation of Agreement.** The Law Enforcement Agreement is hereby incorporated by reference as if fully set forth herein. Except as expressly provided in this Amendment, all terms, conditions, covenants, and provisions of the Law Enforcement Agreement remain unchanged and in full force and effect.
- 1.2 Amendment to Exhibit “A.”** Exhibit “A” to the Law Enforcement Agreement is hereby amended and replaced in its entirety with the amended Exhibit “A” attached hereto, and incorporated herein by reference.
- 1.3 No Other Modifications.** Except for the amendment to Exhibit “A” described above, no other provisions of the Agreement are amended, modified, nor waived by this Agreement.
- 1.4 Effect of Amendment.** In the event of any conflict in the terms of this Amendment and the Agreement, the terms of this Amendment shall control. Otherwise, the Agreement and this Amendment shall be read and construed together as one instrument.
- 1.5 Effective Date and Duration.** This Amendment shall become effective upon signature of both parties and shall remain in effect until such time as the Agreement is terminated or is further amended.

[SIGNATURES TO FOLLOW]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

**MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT
BETWEEN
WAGONER COUNTY, OKLAHOMA
AND
CITY OF BROKEN ARROW, OKLAHOMA**

AMENDMENT No. 1

IN WITNESS WHEREOF, the Mayor of the City of Broken Arrow, Oklahoma, has set her hand, for and on behalf of the City of Broken Arrow and the COUNTY has executed same pursuant to authority prescribed by law for the COUNTY.

The COUNTY, Wagoner County, Oklahoma, on this _____ day of _____,
_____, and
The CITY, the City of Broken Arrow, Oklahoma, on this _____ day of _____,
_____.

WAGONER COUNTY

ATTEST:

James Hanning, County Commissioner

Lori Hendricks, County Clerk

Randy Stamps, County Commissioner

SEAL

APPROVED AS TO FORM:

Tim Kelley, County Commissioner

Jack Thorp, District Attorney

CITY OF BROKEN ARROW

ATTEST:

Debra Wimpee, Mayor

Curtis Green, City Clerk

APPROVED AS TO FORM:

SEAL

Trevor Dennis, City Attorney



City of Broken Arrow

Request for Action

File #: 26-208, **Version:** 1

**Broken Arrow City Council
Meeting of: 02-03-2026**

Title:

Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of \$50,000 or less

Background:

The City Council has authorized the City Manager, or his designee, by ordinance to execute contracts for the purchase of supplies, materials, and other services in accordance with the limitations prescribed by the City of Broken Arrow Purchasing manual or other procedures established by the City Manager. The Purchasing Manual establishes a limitation up to including \$50,000.00 for the City Manager and, in turn, the City Manager has identified a limitation up to and including \$15,000.00 for the Assistant City Managers.

In an effort to keep the governing body and the public apprised of administration's contractual actions. Staff is submitting the following contracts, including professional consultant contracts and amendments, and public construction contracts not subject to the State of Oklahoma Public Competitive Bid Act, for notification purposes only. No further action is required by the Governing Body.

The City Manager or Assistant City Managers have approved the following Professional Consultant Agreements:

- Professional Consultant Services Agreement to perform survey and engineering design professional services for Silvertree Drainage Improvements (SW26140) - POE & Associates.
-

Cost: \$36,194.00

Funding Source: Stormwater Professional Services

Requested By: Charlie Bright, PE, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: 20260114-Professional Service Agreement.Executed-SW26140

Recommendation:
No Action Required

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
SILVERTREE DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW26140**

1. PROFESSIONAL SERVICE PROVIDER:

- a. Name: POE & Associates, Inc.
- b. Telephone No.: 918.665.8800
- c. Address: 4606 S. Garnett Rd., Suite 600 Tulsa, OK 74146

2. PROJECT TITLE AND LOCATION: SILVERTREE DRAINAGE IMPROVEMENTS IS LOCATED NEAR 3825 S NARCISSUS AVE.

3. Contract for: Providing professional survey and engineering design services associated with public works projects for the City of Broken Arrow. Professional services to include providing surveying, engineering design and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

4. Compensation: Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Thirty-Six Thousand One Hundred Ninety-Four and No/100 (\$36,194.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

5. Invoicing and Payment: The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within ninety (90) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

7. Insurance: The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the City on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the City shall be named as an Additional Insured on each required policy:

- (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.

8. Indemnification: The Professional Services Provider agrees to defend, indemnify, and hold harmless the City, 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 The Professional Services Provider, its agents or employees.

9. Immigration Compliance: The Professional Service Provider shall 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”).

10. Firearms Industry Nondiscrimination: Professional Service Provider 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 Professional Service Provider 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 BAMA funds.

11. Governing Documents: The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Attachment A to this Contract

c. Duly Authorized Amendments arising out of this Contract

12. Electronic Signatures:

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

13. 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.

14. Entirety of Agreement: The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

15. Effective Date: This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:
Company

By: Michael Spurgeon
Michael Spurgeon, City Manager

By: Sean Kavanagh
Name: SEAN KAVANAGH

Date: 1/14/26

Title: VICE PRESIDENT

Attest: _____

Date: 08/06/2026

City Clerk [Seal]

Attest: John Bowman
By: _____

Date: _____

Name: John Bowman
Title: Sr. Vice President / COO

Date: 01/06/2026

Approved as to form:

D. Graham Parker 1/13/2026
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 6TH day of January 2025,
personally appeared Sean Kavanagh, known to me to be the (President,
~~Vice-President~~ Corporate Officer, Member, Partner or Other: Pac Associates, Inc. VP
(Please circle or specify) of Company to be the identical person who executed the within and
foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and
voluntary act and deed for the uses and purposes therein set forth.

Amanda Houska
Notary Public
January 9, 2029 13000270



**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
SILVERTREE DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW26140**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services associated with mitigation of flooding in the area around 3825 S Narcissus Ave. in the City of Broken Arrow. Services performed to include: a full topographic survey to delineate the adjacent rights-of-way, property lines, and easements; Engineering analysis and design of possible solutions to capture and divert runoff – including berms, channels, and storm sewer improvements; and providing construction documents for the proposed improvements. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:

2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:

3.1 The Professional Service Provider shall provide: a full topographic survey of the delineated area, the adjacent rights-of-way, property lines, and easements; Engineering analysis and design of the proposed mitigation; prepared construction documents for the proposed mitigation.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]



City of Broken Arrow

Request for Action

File #: 26-206, Version: 1

**Broken Arrow City Council
Meeting of: 02-03-2026**

Title:

Approval of and authorization for purchase and installation of (9) HVAC Replacement Split Systems for the City of Broken Arrow Training Center Phase 2 Facility, from Trane Company pursuant to the OMNIA Partners Purchasing Cooperative

Background:

The Maintenance Services Division has budgeted for the purchase of HVAC replacement units for the Training Center Phase 2 Facility. Funds for this project were approved by the governing body for the FY2026 budget as project 2635110 in the amount of \$525,000. A bid has been received from Trane Company, through the OMNIA Cooperative Purchasing contract Racine #3341 for the purchase and installation of (9) HVAC split systems for the amount of \$336,995.00 with a 5yr Parts/7yr Compressor AND 5yr Labor Warranty on defective parts included for the quoted equipment.

The HVAC systems that currently serve the facility have reached the end of their 20-year expected life-cycles. The life-cycle frequency for this equipment type has proven to be advantageous to the organization because it accounts for several factors including, expected serviceable life, downtime estimation, and repair part(s) availability; all of which contribute to the total cost of ownership for the specific equipment as well as the facility as a whole.

Section 2-27 (b)(5) of the Broken Arrow Code of Ordinances addresses exceptions to the established competitive bidding process. Supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set therefore by the state purchasing agency or any other state agency authorized to regulate prices for things purchased by the state (whether such price is determined by a contract negotiated with a vendor or otherwise); or from purchasing consortiums.

Section V.d of the *Broken Arrow Purchasing Manual* authorizes purchases from “the state contract or other purchasing consortiums,” stating that such purchases eliminate the need for formal competitive bidding.

OMNIA Partners Purchasing Cooperative is permissible by both the Broken Arrow Code of Ordinances as well as the Broken Arrow Purchasing Manual.

Staff recommends the governing body award the responsible bid to Trane Company, for the purchase and installation of (9) HVAC Split system Replacement units for the Training Center Phase 2 Facility.

Cost: \$336,995.00

Funding Source: Project String 2635110-3303501-570170

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

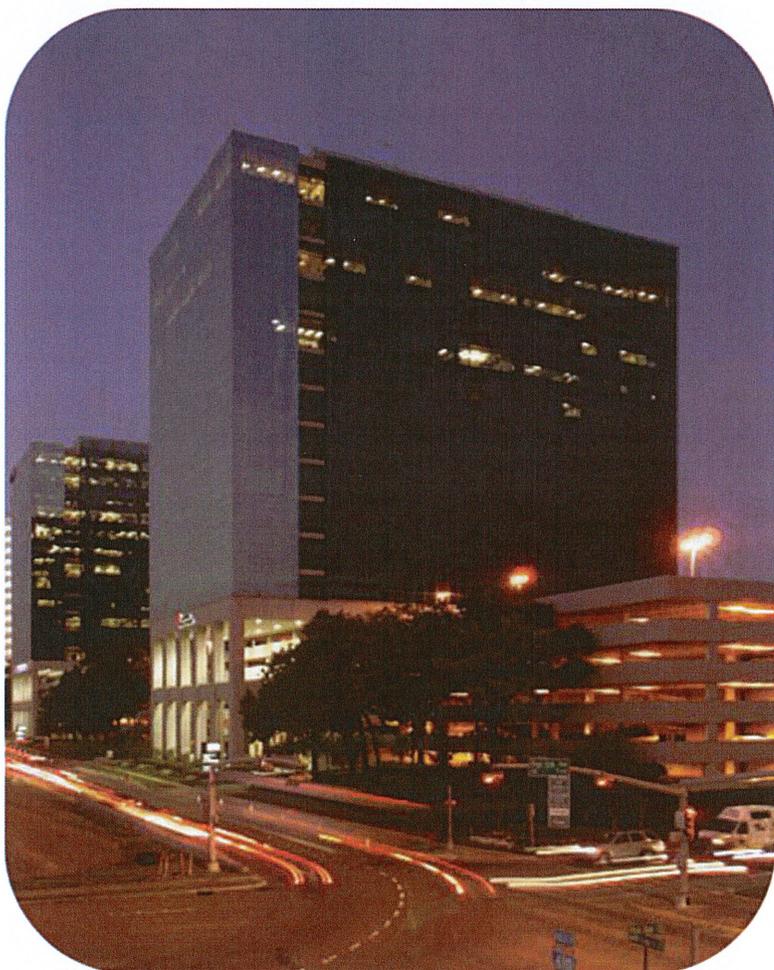
Attachments: T2-TRANE, 3341_TRANE_MAD_HVAC, 3341_Trane_HVAC_EXS

Recommendation:

Approve and authorize the purchase and installation of (9) HVAC split system Replacement units for the Training Center Phase 2 Facility, from Trane Company pursuant to the OMNIA Cooperative Purchasing contract



Trane Turnkey Proposal



Turnkey Proposal For:
City of Broken Arrow

Local Trane Office:
Trane U.S. Inc.
2201 N. Willow Avenue
Broken Arrow, OK 74012

Local Trane Representative:
Blake Faluotico
Cell Phone: 918-613-4771

Proposal ID: 7982899
COOP Quote Number: L2-QtRAAW-25-001
COOP or Federal Contract ID: OMNIA
Racine #3341

Date: January 21, 2026



Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help the City of Broken Arrow reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Broken Arrow City Of to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$73,006.13 USD. This investment will provide Broken Arrow City Of with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Broken Arrow City Of for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Blake Faluotico
Trane U.S. Inc.

Prepared For:
City of Broken Arrow

Date:
January 21, 2026

Job Name:
Training Facility Phase 2 unit Replacements

Proposal ID:
7982899

Delivery Terms:
Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:
Net 30

State Contractor License Number:

Proposal Expiration Date:
30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with the City of Broken Arrow and based on the site surveys performed during the year of 2025 between Blake Faluotico, Rob Holt and Jeff Ocker.

Tag Data - Performance Climate Changer (CSAA) (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	AHU-1, AHU-1-1	2	Performance Climate Changer (CSAA)	CSAA010UA

Product Data - Performance Climate Changer (CSAA)

Item: A1 Qty: 2 Tag(s): AHU-1, AHU-1-1

Unit level options

- Indoor unit
- Performance Climate Changer
- Unit size 10
- 6in. integral base frame
- UL listed unit
- Multiple composite handles/latches
- Galvanized door hinges
- All unit inner panels - galvanized
- 460 V
- 1.00x max design SP
- 170.315 Total unit length
- Short circuit current rating 5 kA
- Factory (supply fan+gas heat)
- 460/3/60
- 5 hp
- 3 pieces
- 1800 RPM
- No hurricane certification
- Standard construction - not seismic
- 1 level
- 4 Door count

Controls and VFD/starter

- Variable volume control system
- Symbio
- Unit mounted
- Medium control box
- Left
- 10k Type II
- 10k Type II
- Factory programmed PPS

1 Thermistor frost sensor - direct ship (Field Installed)
Supply fan VFD
Inverter balance with SGR
14 control points
1 low limit
129.72 Wiring
14 awg
Same side as high voltage
Symbio Module x 1
Symbio Module x 1
Symbio Module x 1
Factory - (Lock in/Default selections)
Variable Volume
Fixed Setpoint
DX
Gas Heat
Yes - cooling coil
Fixed Speed
2
Yes - Standard
Modulating

Warranty

5yr Parts AND Labor Warranty on defective parts.

Pipe cabinet section

Unit size 10
Seismic Pipe Cabinet

Hood section

C

Crate

Crate section
A

Filter section (Pos #1)

Filter
Angled filter
Door- left side
Outward swing
2in. filter frame
Side load filters
Pleated media (Field Installed)
MERV 8
Dirty filter switch
Right side 1 harness
7505 1st Dirty Filter Switch Signal
Same handing as supply fan

Coil section (Pos #2)

Horizontal coil
Factory optimized
12" door
Door- left side
Galvanized drain pan
Medium drain pan
Left side - drain connection
Condensate overflow switch
Left side - coil supply
Service panel opposite connection side
Unit coil height

Cooling coil
Refrigerant
Type "3F" coil
6 rows
28 in. (711 mm)
119 Coil fins per foot
Aluminum fins
Omega flo H (Hi efficient)
Internally enhanced Cu .0132" (0.335 mm)
3/8in. tube diameter (9.5 mm)
No preference
2 stage
Intertwined circuits
Full circuiting
3/16 (5mm) diameter 0.032" thick dist.
R-454B
Outside Scope of AHRI 410
Galvanized steel coil casing
Galvanized coil supports
Leaving air avg temp sensor
Leaving air low limit
Left
Under 1100 lbs
Right side 1 harness
Factory recommended coil results
With coil and with drain pan
Same handing as supply fan
7515 Averaging Temp Signal
7507 Overflow Switch
Coil connections - Standard
7506 DX Leak Sensor Signal
Medium Large

Fan section (Pos #3)

Fan section
Supply fan
Spring isolated
Door- left side
Outward swing
Door guard
16.5in. dd plenum, full width, H press
Higher efficiency
1 Fan quantity
1Plenum fan
Left side drive
Direct drive
NEMA premium compliant ODP
Voltage 460/3
NEMA motor hps only
5 max applied hp
1800 RPM
Inverter balance with shaft grounding
Airflow switch
Fan discharge temp sensor
Standard transmitter flow meter
Short circuit current rating 5 kA
VFD
External mounting

Left side 30 amp
Right side 1 harness
0 Total number of actuators
Plenum fan
Best available
Inshot Gas Heater
SF nema valid for SPP
Level 1
7607 Air Flow Switch
7616 Discharge Temp Sensor
7601 Fan Speed Control Signal
7611 Fan Start/Stop Signal
7615 Flow Meter 1 Signal
7606 2K9 Signal
7605 High Pressure Static Signal
Factory optimized
FEG85
0 - 25
184
1
10" Hi Pressure Static Device
In cabinet
Gen 2 fan

Gas heat (Pos #4)

Gas heat module
Unit size 10
Front-bottom discharge
1st level of stacked unit
Back air entering
Front air leaving
Left hand door
1
Gas supply left hand
460V
Voltage 460/60/3
Inshot tube - indirect
205 MBH output
10:1 Burner turndown ratio
UL/Factory Mutual
Natural gas
Digital readout annunciation module
16.5in. dd plenum, full width, H press
Plenum fan
Internal vestibule
Left side 30 amp
Right side 1 harness
Same handing as supply fan
7701 Gas heater signal
7714 Gas heat start/stop

Tag Data - Odyssey Split System Outdoor Unit (Qty: 6)

Item	Tag(s)	Qty	Description	Model Number
B1	CU1, CU2, CU3, CU4	4	6 - 25 Ton Unitary Split Systems Outdoor	TTA072K4AAA**BS010001
B2	CUAHU1, CUAHU2	2	6 - 25 Ton Unitary Split Systems Outdoor	TTA180K4DAA**BS010001

Product Data - Odyssey Split System Outdoor Unit

All Units

- Replacement
- A - Ship Cycle
- Split System Cooling
- R-454B refrigerant
- 460/60/3
- Generation B (208-230, 460, 575v)
- Symbio controls
- Standard condenser coil with coil guards
- Advanced Controller with BACnet communications interface
- Rubber-in-shear vibration isolators (Field Installed)
- Service valve kit (Field Installed)

5yr Parts AND Labor Warranty on defective parts.

Item: B1 Qty: 4 Tag(s): CU1, CU2, CU3, CU4

- 6 Ton
- Single Compressor / Single Circuit

Item: B2 Qty: 2 Tag(s): CUAHU1, CUAHU2

- 15 Ton
- Dual Compressors / Dual Circuit

Tag Data - Split System Air Conditioning Units (Small) (Qty: 17)

Item	Tag(s)	Qty	Description	Model Number
C1	Furnaces, Furnaces-1, Furnaces-2, Furnaces-3, Furnaces-4, Furnaces-5, Furnaces-6, Furnaces-7	8	1.5 - 5 Ton Unitary Split Systems (SSC)	S9X1B080U4PSB
C2	Coils, Coils-1, Coils-2, Coils-3, Coils-4, Coils-5, Coils-6, Coils-7	8	1.5 - 5 Ton Unitary Split Systems (SSC)	5TXCB006AS3HC
C3	F-5	1	1.5 - 5 Ton Unitary Split Systems (SSC)	5TTA4036A4 - S9X1B080U4PSB - 5TXCB006AS3HC

Product Data - Split System Air Conditioning Units (Small)

Item: C1 Qty: 8 Tag(s): Furnaces, Furnaces-1, Furnaces-2, Furnaces-3, Furnaces-4, Furnaces-5, Furnaces-6, Furnaces-7

S9X1B - Gas Furnace, 90%+ Efficiency, 1 Stage, Multi-Speed, 17.5" Wide
 80,000 BTUH Heating Input
 3-Way - Upflow, Horizontal Right or Horizontal Left
 4 Ton Airflow Capacity
 Permanent Split Capacitor Two Speed Inducer
 Standard 24 Volt Control

5yr Parts AND Labor Warranty on defective parts.

Item: C2 Qty: 8 Tag(s): Coils, Coils-1, Coils-2, Coils-3, Coils-4, Coils-5, Coils-6, Coils-7

5TXC - Aluminum Cased Convertible Coil, R-454B
 17.5" Coil Width
 48 MBH Nominal Cooling Capacity
 TXV-Non Bleed
 Convertible Coil (Upflow/Downflow/Horizontal Left or Right)

5yr Parts AND Labor Warranty on defective parts.

Item: C3 Qty: 1 Tag(s): F-5

5TTA4 - Split System Single Stage Cooling Outdoor Unit, Three Phase, R-454B
 3 Ton Nominal Cooling Capacity
 460/60/3
 S9X1B - Gas Furnace, 90%+ Efficiency, 1 Stage, Multi-Speed, 17.5" Wide
 80,000 BTUH Heating Input
 3-Way - Upflow, Horizontal Right or Horizontal Left
 4 Ton Airflow Capacity
 Permanent Split Capacitor Two Speed Inducer
 Standard 24 Volt Control

5TXC - Aluminum Cased Convertible Coil, R-454B
 17.5" Coil Width
 48 MBH Nominal Cooling Capacity
 TXV-Non Bleed
 Convertible Coil (Upflow/Downflow/Horizontal Left or Right)

5yr Parts AND Labor Warranty on defective parts.

Turnkey Installation of HVAC Equipment

- Provide all new Trane Equipment and accessories outlined in the scope of work.
- Provide Trane factory start-up and commissioning of new units
- All Equipment to include Extended warranties and maintenance included as described in Scope of Work.

Mechanical Installation

Replace 5 Furnace systems:

1. Install 9 95% AFUE condensing furnaces with ECM motors.
2. Install 9 indoor coils.
3. Install 9 condensing units. 11.0 EER
4. Evacuate and recover refrigerant.
5. Review all IO&M manuals for new requirements.
6. Disconnect the piping and prepare for new units.
7. Remove the equipment and legally dispose of it.
8. Set the new condensing units on the existing concrete pad.
9. Replace refrigerant piping that is not properly sized, provide new insulation for exterior linesets and any accessible damaged insulation.
10. Connect the new furnaces to existing PVC flues and combustion airs, if they meet manufactures requirements as specified in IOM. Provide new flue piping as required
11. Install dirt legs on existing gas piping and connect to new furnaces.
12. Install condensate overflow safety switches on new coils and connect to system.
13. Reconnect existing electrical to new systems.
14. Install new set of air filters.
15. Connect new coil drain with trap and cleanout to existing copper condensate piping.
16. Connect furnace drains to new 3/4" PVC drains and extend to floor drain, cap copper drain piping. Trane furnaces have and internal trap with clog sensor that will not tolerate external traps.
17. Add supports to gas piping so that furnace or gas valve is not carrying the weight.
18. Start system and check for proper operation.
19. Install required components for R454B safety systems.
20. Install new set of air filters.
21. Prepare for third party system test and balance, participate as required.
22. All copper piping to be brazed joints. No pressed fittings allowed.

Replace AHU-1 & AHU-2 systems:

1. Hire drywall expert to cut and patch openings for equipment, and to do paint and finish matches. **Owner to remove and protect mural.**
2. Hoist equipment onto mezzanine.
3. Install new AHU-1 & AHU-2 indoor units.
4. Install (2) condensing units on existing concrete pad.
5. Disconnect the piping and prepare for new units.
6. Review all IO&M manuals for new requirements.
7. Evacuate and recover refrigerant.
8. Remove the equipment and legally dispose of it.
9. Replace refrigerant piping that is not properly sized, provide new insulation for exterior linesets and any damaged insulation.
10. Connect the new furnace modules to existing flues, provide new flue piping as required.
11. Install dirt legs on existing gas piping and connect to new furnace modules.
12. Install float type condensate overflow safety switches on new coils and connect to system.
13. Install new set of air filters.
14. Connect new coil drain with 4" deep trap and threaded cleanout to existing PVC condensate piping.
15. Furnish and install new duct transitions for new unit if required.
16. Add supports to gas piping so that furnace or gas valve is not carrying the weight.
17. Install new Trane control package.
18. Start system and check for proper operation.
19. Prepare for third party system test and balance, participate as required.
20. All copper piping to be brazed joints. No pressed fittings allowed.

Electrical Installation

1. Shutdown HVAC systems and lock out/tag out equipment.
2. Disconnect equipment and reconnect after new component install.
3. Relocate temperature controls sensors.
4. Install new thermostats and reconnect.
5. Wire overflow switches.

Pricing and Acceptance

Broken Arrow City Of

Price

Total Net Price (excluding sales tax) \$336,995.00

Financial items not included

- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Blake Faluotico
Trane U.S. Inc.
Office Phone: (918) 250-5522

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Commercial Turnkey Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Blake Faluotico	Cell: 918-613-4771 Office: (918) 250-5522 Proposal Date: January 21, 2026
CUSTOMER ACCEPTANCE Broken Arrow City Of	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative Blake Faluotico
Printed Name	Printed Name
Title	Title Acct Mngr
Purchase Order	Signature Date: 01/21/2025
Acceptance Date:	License Number: 43800



TERMS AND CONDITIONS – COMMERCIAL TURNKEY INSTALLATION – Trane Equipment and Related Work

“Trane” or “Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions, and the final Proposal price (“Proposal Price”). If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes.

a. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

b. **Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code.** For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.

5. Exclusions from Work. Company's obligation is limited to the Work as written and defined under the scope of Work and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company in accordance with the Change of Work process defined hereunder.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. For Work requiring a longer construction schedule and progress payments, Customer shall pay Company or cause Company to be paid for the Services as follows: (a) **Initial Payment:** For Upon execution hereof, [Initial Payment]% of the Contract Price (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due; and (b) **Progress and Final Payments:** Company will invoice in accordance with the Proposal for all materials and equipment delivered to the job site (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within ten (10) calendar days of its date shall be past due. All amounts outstanding ten (10) calendar days beyond the due date shall bear interest payable to Trane at the maximum allowable legal rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due from Customer. For all other Work, Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Equipment Location & Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. When Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

a. **Substantial Completion.** When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed “punch list” listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Work (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Work is sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been

completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of Substantial Completion, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items included on the punch list.

b. Final Completion. Upon Customer's receipt of written notice from Trane that the installation work included in the Work is ready for final inspection and acceptance, Customer and Trane shall inspect the installation services and determine whether the same has been performed in accordance with the Proposal. If Customer considers the installation work to have been performed in accordance with the Proposal, Customer shall issue a Certificate of Final Completion and Acceptance, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

11. Changes in Work

a. Customer, by written change order, may request that Trane perform services in addition to the Work ("Change Order"). Trane shall be obligated to perform such additional services only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional services, the amount of any adjustment in the Proposal Price, and the extent of any adjustment in the contract time.

b. If a Change Order provides for an adjustment to the Proposal Price, such adjustment shall be based on one of the following methods:

- (1) A lump sum agreed to by Customer and Trane;
- (2) Unit prices set forth in this Agreement or subsequently agreed to; or
- (3) Cost of the work ordered plus a fee agreed to by the parties.

c. The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

- (1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
- (2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
- (3) the costs of renting machinery and equipment, except hand tools;
- (4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
- (5) additional costs of supervision and field office personnel directly attributable to the additional work.

12. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

13. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

14. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Proposal Price, contract time, or both.

15. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

16. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

19. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, LIQUIDATED INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

21. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL**

COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

22. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

23. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

24 Insurance.

a. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

b. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate. (b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Proposal Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than \$5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer. (c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment. (d) Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

25. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

26. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

27. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment



individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

28. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

29. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

30. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

31. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10 (07072025)
Supersedes 1-26.251-10(0325)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
"Equipment" shall have the meaning set forth in the Agreement.
"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
"Services" shall have the meaning set forth in the Agreement.
2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data: Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. **Customer Data: Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane's information security contact is Local Sales Office.
9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. **Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct.

This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2

Racine County, Wisconsin

Contract # 3341

for

**HVAC Products, Installation, Labor Based Solutions and
Related Product and Services**

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the IFB, incorporated by reference



**HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED
PRODUCT AND SERVICES CONTRACT 2022**

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

For good and valuable consideration, the parties agree as follows:

1. **WORK:** CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:

The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.

2. **TERM:** September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT:** HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE:** Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION:** This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: DocuSigned by:
Jonathan Delagrave 8/17/2022
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BY: DocuSigned by:
Michael J. Lanzdorf 8/17/2022
36F9231CFBA8401...

BY: DocuSigned by:
Wendy Christensen 8/17/2022
FC1B3339B9654BD...

BY: DocuSigned by:
Steven Zimmer 8/16/2022
14A5552654004D4...

Trane U.S. Inc.
BY: DocuSigned by:
Greg Spencer 8/16/2022
93FF4CCACB964F1...



HVAC Products, Installation, Labor Based Solutions, and Related Products and Services
Executive Summary

Lead Agency: Racine County, Wisconsin

Solicitation: RC2022-1001

Solicitation Issued: June 15, 2022

Pre-Bid Date: June 29, 2022

Response Due Date: July 21, 2022

Awarded to: Trane U.S. Inc.

Racine County, Wisconsin issued IFB #RC2022-1001 on June 15, 2022, to establish a national cooperative contract for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.

The solicitation included cooperative purchasing language in Section II. INSTRUCTION TO BIDDERS, K. National Contract:

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment D – National Cooperative Contract, or as otherwise agreed to. Attachment D – National Cooperative Contract contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Racine County website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)

Version July 14, 2022

- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Sun
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the Invitation to Bid.

On Thursday July 21, 2022, bids were received from the following offerors:

- Trane U.S. Inc.

Trane U.S. Inc. was the lowest responsive, responsible, and qualified bidder based on the requirements issued in the IFB. The County Executive, who was granted authority on January 11, 2022 by the Racine County Commissioners, approved the contract award. The contract was executed on August 17, 2022 with an effective date of September 1, 2022.

Contract includes HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. Trane U.S. Inc. can provide products and services covering the following areas:

- Operate, Maintain & Repair
 - Connectivity and Cloud Services
 - HVAC System Management
 - HVAC System Repair
 - Rental Solutions
 - Parts and Supplies
- Energy & Sustainability
 - Energy conservation Measures
 - Energy Monitoring & Analysis
 - Active Energy Management
 - Financing & Energy Services Contracting
- Design, Upgrade & Modernize
 - Upgrading Existing Equipment
 - Building Systems Design and Upgrades
 - HVAC System Retrofits
 - Indoor Air Quality (IAQ)
- Building Systems and Technologies
 - Variable Refrigerant Flow (VRF) and Ductless Systems
 - Chillers
 - Packages Units and Split Systems

- Air Handlers, Terminal Devices, Vav and Fan Coils
- Variable Frequency Drives (VFD)
- Energy Storage
- Precision Cooling
- Building Management and Automation
 - Solutions for Large Buildings and Campuses
 - Small Building Solutions
 - Air-Fi® Wireless Communications
 - Lighting Solutions
 - Controls Solutions for Light Commercial Contractors
- Design and Analysis Software Tools

Term:

- September 1, 2022 to August 31, 2027 with the option to renew for one (1) additional five (5) year period. The anticipated full term of the contract is ten (10) years. Trane U.S. Inc. has the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

Pricing/Discount:

- Bid Form Available Upon Request.



City of Broken Arrow

Request for Action

File #: 26-230, Version: 1

**Broken Arrow City Council
Meeting of: 02-03-2026**

Title:

Approval of PUD-002550-2025 (Planned Unit Development) and BAZ-002374-2025 (Rezoning), D&B Processing, AG (Agricultural) to IL (Industrial Light)/PUD-002550-2025 and abrogation of PUD-193, 9.15 acres, located one-half mile south of Washington Street (91st Street), one-half mile east of the Creek Turnpike

Background:

PUD-002550-2025 and BAZ-002374-2025 are requests to change the zoning to Industrial Light and PUD-002550-2025 and abrogate PUD-193 on approximately 9.15 acres, generally located one-half mile south of Washington Street (91st Street), one-half mile east of the Creek Turnpike. The property is currently unplatted and undeveloped.

The subject property is designated as Level 6 in the Comprehensive Plan, which supports the requested rezoning to IL if a PUD (Planned Unit Development) is present. PUD-002550-2025 is a Planned Unit Development for a future storage yard.

SUMMARY OF DEVIATION FROM THE BROKEN ARROW ZONING ORDINANCE

PUD-002550-2025 is proposed to be developed in accordance with the IL district of Zoning Ordinance except as specified below.

- No onsite parking required (parking provided at existing D&B Processing facility south of Gary Street)
- Allowed uses include: office, business or professional; research laboratory; general industrial services; assembly, light; manufacturing, light; office warehouse; storage yard; warehouse; wholesale establishment
- Landscape edge provided along Gary Street per Zoning Ordinance and additional 8' buffer provided around existing wetland
- The existing wire fence on the north side of the property between the railroad right-of-way and this development will be preserved. The fence on the south side of the property will be an 8' opaque metal fence with gate and columns, which can be either the existing fence or the design shown in Exhibit E. On the west side of the property will be a minimum 6' tall fence of either chain link or opaque material. No fence is required on the east side of the property.

ACCESS AND CIRCULATION

Access to this development is available from East Gary Street to the south. No paving or structures are proposed on the property.

PUD-002550-2025 & BAZ-002374-2025 were heard by Planning Commission on January 8, 2026, where Planning Commission expressed concern with the original fencing requirements in the PUD. Planning Commission requested the applicant update the design statement with additional fencing requirements and details, and continued the item to January 22, 2026 with a 5-0 vote. At the January 22, 2026 meeting, Planning Commission recommended approval of the PUD and rezoning with addition of a chain link or opaque 6' fence being required on the west side of the property. This recommendation passed with a 5-0 vote. No members of the public spoke on this item at either meeting.

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Director of Community Development

Approved By: City Manager's Office

Attachments: Planning Commission Staff Report
Case Map
Aerial Map
PUD-002550-2025 Design Statement

Recommendation:

Approve PUD-002550-2025 & BAZ-002374-2025 per Planning Commission and Staff recommendation.



City of Broken Arrow

Request for Action

File #: 26-196, **Version:** 1

Broken Arrow Planning Commission
01-22-2026

To: Chair and Commission Members
From: Community Development Department
Title:

Consideration, discussion, and possible action regarding PUD-002550-2025 (Planned Unit Development) and BAZ-002374-2025 (Rezoning), D&B Processing, 9.15 acres, AG (Agricultural) to IL (Industrial Light)/PUD-002550-2025, abrogation of PUD-193, located one-half mile south of Washington Street (91st Street), one-half mile east of the Creek Turnpike

Background:

Applicant: Rob Coday, Rob Coday Architect LLC
Owner: Doug Burgess, D&B Processing
Developer: D&B Processing
Engineer: Daryl Worley, Worley Consulting
Location: One-half mile south of Washington Street (91st Street), one-half mile east of the Creek Turnpike
Size of Tract: 9.15 acres
Present Zoning: AG (Agricultural)
Proposed Zoning: IL (Industrial Light)/PUD-002550-2025
Comp Plan: Level 6 (Regional Commercial/Employment)

Planned Unit Development (PUD)-002550-2025, D&B Processing, is a proposed development consisting of 9.15 acres generally located one-half mile south of Washington Street (91st Street), one-half mile east of the Creek Turnpike. BAZ-002374-2025 is a concurrent request to change the underlying zoning on the property from AG (Agricultural) to IL (Industrial Light). The property is currently one unplatted lot. This item was continued from the January 8, 2026 Planning Commission meeting. At that meeting, Planning Commission expressed concern regarding proposed screening details in the PUD, specifically the appearance of the southern frontage-facing fence and the preservation of the existing wire fence to the west.

This development is a proposed storage yard to serve the existing D&B Processing facility across East Gary Street to the south. This property, along with the property to the east, was approved as part of PUD-193 and BAZ-1818 on November 8, 2008 for Coach Port storage facility. The property to the east developed per PUD-193, with the subject property currently under consideration initially planned as a second phase of development. The second phase never developed and was not platted along with the Coach Port subdivision.

PUD-193 restricts the uses on this parcel to indoor RV storage, and the current developer would like to abrogate PUD-193 in order to develop under a different concept.

SUMMARY OF DEVIATION FROM THE BROKEN ARROW ZONING ORDINANCE

PUD-002550-2025 consists of one development area with two potential phases of development. The site will be used as a storage yard where raw materials will be stored for use at the existing D&B Processing manufacturing facility located in the industrial development to the south across Gary Street. No structures are proposed on this site.

IL (Industrial Light) is a possible use in Level 6 of the Comprehensive Plan, provided certain criteria are met, including the requirement of a PUD and abutting existing industrial areas. Storage yards are allowed in the IL zoning designation.

Item	Zoning Ordinance Requirement	Updated PUD-002550-2025 Request
Permitted Uses:	Uses permitted by right in IL district.	<ul style="list-style-type: none"> • Office, Business or Professional • Research Laboratory • General Industrial Services • Assembly, Light • Manufacturing, Light • Office Warehouse • Storage Yard • Warehouse • Wholesale Establishment
Parking Requirements:	1 space per 2,000 square feet of storage area.	No onsite parking required, offsite parking provided at existing D&B Processing facility.
Screening Fence:	Outdoor storage areas shall be screened with an opaque fence 6'-8' in height	<ul style="list-style-type: none"> • South: 8' opaque metal fence with gate and columns • East: No fence required abutting the same zoning designation • North: Existing wire fence will be preserved as screening between this development and the railroad right-of-way • West: Existing wire fence will be preserved in order to limit damage to existing vegetation. If vegetation to the west is removed, an opaque screening fence matching the front-facing fence will be constructed.

Landscape Requirements:	<ul style="list-style-type: none"> • 10' wide landscape edge required along street frontage • 1 tree per 35 linear feet of frontage required • At least 50% of trees shall be medium to large • Irrigation required for all landscaped areas 	Landscape edge provided along Gary Street per Zoning Ordinance. 8' buffer provided around existing wetland, which will be preserved in its natural state.
-------------------------	--	---

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Development Guide	Zoning	Land Use
North	N/A	AG	Railroad
East	Level 6	IL/PUD-193	RV & Mini Storage
South	Level 6	IL	Industrial
West	Public/Semi-Public	AG	Public School

Access to this site will be available from East Gary Street to the south.

According to FEMA maps, none of the property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow.

- Attachments:**
- Case map
 - Aerial photo
 - Comprehensive Plan
 - PUD-002550-2025 Design Statement & Fence Detail

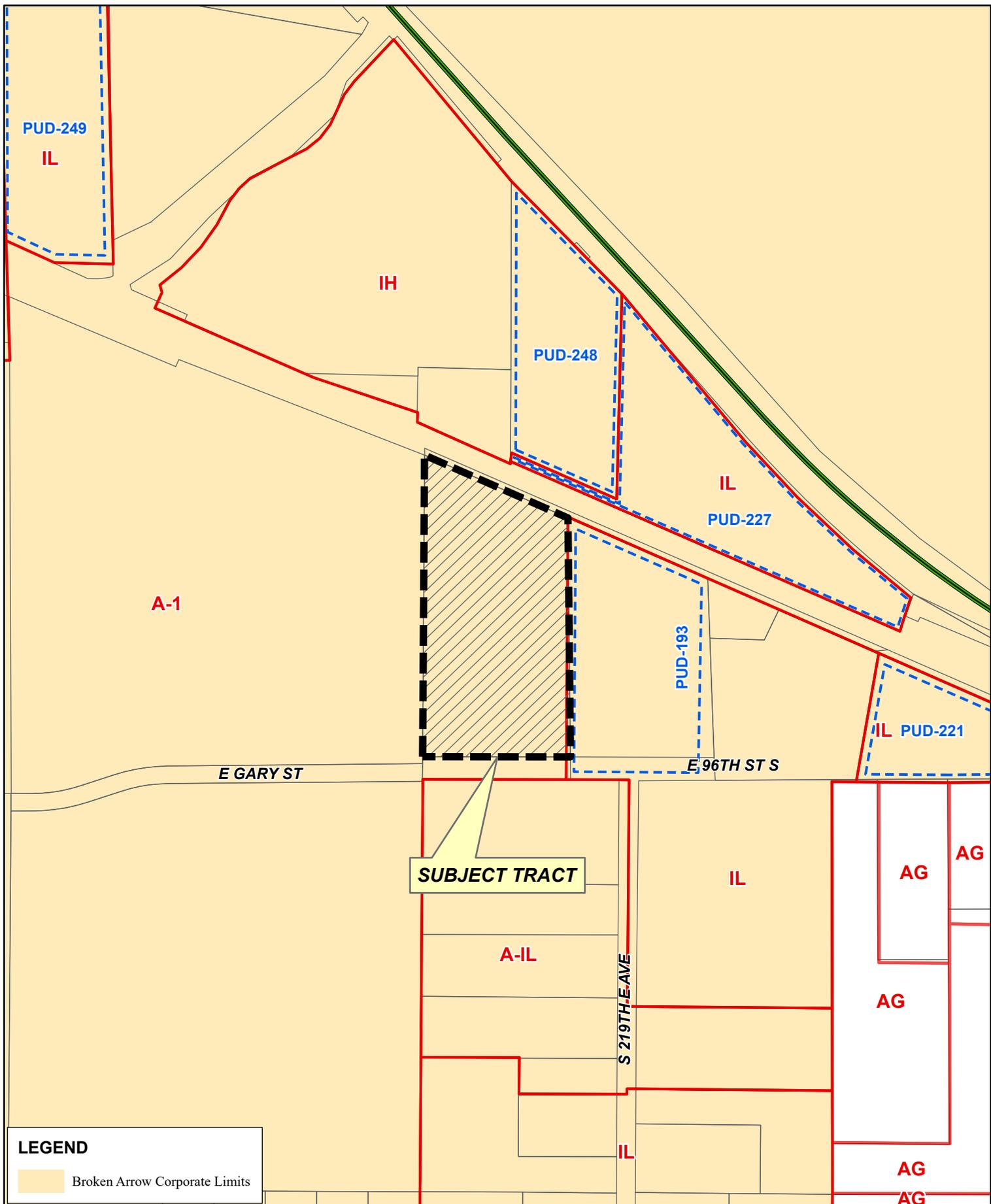
Recommendation:

Based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that PUD-002550-2025 and BAZ-002374-2025 be approved and that PUD-193 on this property be abrogated.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel

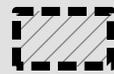
MEH



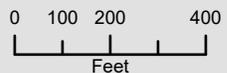
LEGEND

 Broken Arrow Corporate Limits

 300' Radius

 Subject Tract

PUD-002550-2025
BAZ-002374-2025



20 18-15





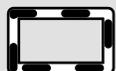
E GARY ST

E 96TH ST S

S 219TH E AVE

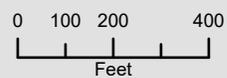
SUBJECT TRACT

Note: Graphic overlays may not precisely align with physical features on the ground.
Aerial Photo Date: 2025



Subject Tract

PUD-002550-2025
BAZ-002374-2025



20 18-15



LAY-DOWN YARD PUD

for

D & B

Case number: PUD-002550-2025 and
BAZ-002374-2025

Owner: Doug Burgess, D & B Processing, LLC.
9750 South 219th E Avenue
Broken Arrow, Oklahoma

Architect: rob coday architect, llc, aia
13721 w 168th pl s
Sapulpa, OK 74066

Civil Engineer: Daryl Worley, P.E.
Worley Consulting

Location: One-half mile south of Washington Street
(91st Street), one-half mile east of the
Creek Turnpike

Present zoning: AG (Agricultural)

Proposed zoning: IL (Industrial Light)/PUD-002550-202

Comp Plan: Level 6 (Regional Commercial/Employment

LAY-DOWN YARD INDEX

PAGE	TITLE
1	SHEET INDEX
2	DEVELOPMENT STANDARDS
3	DEVELOPMENT CRITERIA
4	SITE PLAN
5	VICINITY ZONING PLAN
EXHIBIT "A"	WETLAND AQUATIC DELINEATION REPORT
EXHIBIT "B"	PRELIMINARY CIVIL ENGINEERING
EXHIBIT "C"	SURVEY
EXHIBIT "D"	COACHPORT PUD 193 (REFERENCE ONLY)
EXHIBIT "E"	FENCES

DEVELOPMENT STANDARDS:

ZONING: I-L, LIGHT INDUSTRIAL DISTRICT

BUILDING SETBACK

REQUIREMENTS:

NORTH SETBACK: 30 FT

EAST SETBACK: 0 FT

SOUTH SETBACK: 30 FT

WEST SETBACK: 30 FT

PERMITTED USES:

OFFICE, OFFICE BUSINESS AND PROFESSIONAL, RESEARCH LABORATORY, GENERAL INDUSTRIAL SERVICE, ASSEMBLY, LIGHT MANUFACTURING, LIGHT OFFICE/WAREHOUSE, **[STORAGE YARD]**, WAREHOUSE AND WHOLESALE ESTABLISHMENT BY RIGHT.

MINIMUM LOT FRONTAGE:

MINIMUM FRONTAGE: 150 FT

PROVIDED: 460 FT, COMPLIES

MAXIMUM BLDG

HEIGHT:

DOES NOT APPLY, NO BUILDINGS

OFF-STREET

PARKING:

NO EMPLOYEES THIS SITE, OFF-STREET PARKING PROVIDED ACROSS STREET AT MAIN PLANT.

LANDSCAPING:

LANDSCAPING CONFORMING TO CITY OF BROKEN ARROW ZONING CODE WILL BE PROVIDED AT PROPERTY LINE ALONG EAST GARY STREET. REGULATED WETLAND AREA WILL BE PROTECTED WITH AN EIGHT- FOOT- WIDE BUFFER. WETLAND WILL NOT BE SPRINKLERED AS IT WILL REMAIN IN ITS NATURAL STATE.

SCREEN FENCES:

SOUTH:

AN EIGHT- FOOT-HIGH METAL PANEL FENCE WITH GATE WILL BE PROVIDED AT THE SOUTH SIDE OF THE PROPERTY, ELEVEN FOOT INSIDE THE PROPERTY.

EAST:

NO FENCE WILL BE PROVIDED AT THE EAST PROPERTY LINE, IL IS ADJACENT.

NORTH:

AN EXISTING WIRE FENCE WILL REMAIN AT THE NORTH PROPERTY LINE ALONG THE UNION PACIFIC RAILROAD RIGHT-OF-WAY.

WEST:

6' HIGH CHAIN LINK OR OPAQUE FENCE.

EXTERIOR LIGHTING:

NO EXTERIOR LIGHTING IS TO BE PROVIDED.

SIGNS:

NO SIGNS EXCEPT THE REQUIRED ADDRESS SIGN WILL BE PROVIDED. BUILDING FACADES AND DESIGN: NO BUILDING(S) WILL BE CONSTRUCTED.

WETLAND;

REFER EXHIBIT "A", WETLAND WILL BE PROTECTED PER AQUATIC RESOURCES DELINEATION REPORT PREPARED BY APEX COMPANIES, LLC. APPROPRIATE FEDERAL PERMITS AND APPROVALS ALONG WITH STATE OF OKLAHOMA AND CITY OF BROKEN ARROW RULES AND REGULATIONS WILL BE OBSERVED. THE WETLAND WILL NOT BE DESIGNED WITH THE STORMWATER SYSTEM AS IT WILL BE PROTECTED IN ITS "NATURAL" STATE.

STORMWATER CONTROL:

THE SITE IS SUBJECT TO RECEIVING OFF-SITE STORMWATER AS WELL AS HAVING A DETENTION AREA FROM THE PROPERTY TO THE EAST. THE REQUIREMENTS WILL BE STUDIED BY A REGISTERED OKLAHOMA CIVIL ENGINEER AND, IF ANY REWORK OF THE STORMWATER DRAINAGE IS REQUIRED, THAT DESIGN WILL BE SUBMITTED FOR REVIEW AND APPROVAL OF THE CITY OF BROKEN ARROW.

MATERIAL STORAGE:

MATERIAL IS UNLOADED FROM TRUCKS BY FORKLIFTS AND PLACED UPON RAILROAD TIES. THE HEIGHT OF THE RAILROAD TIES ALLOWS STORMWATER TO FLOW UNIMPEDED BELOW THE STEEL. THE YARD IS KEPT CLEAN AS IT IS CONSTANTLY HAVING MATERIAL MOVED THUS THERE IS NEVER AN AREA OF THE YARD WHICH WILL IMPEDE THE FLOW OF THE WATER (EXCEPT THE AREA WHICH IS DESIGNED TO BE A DETENTION AREA).

DEVELOPMENT CRITERIA

The PUD's occupancy will be as a "lay-down" yard, a staging area for metal sheets which are used by the D & B manufacturing facilities across East Gary Street (E 96th St S). Yard will be screened from the street by an 8' high metal fence.

No structures are to be built on the site. No employees will be placed there except temporarily to accept shipments and to pick up materials to transfer to the manufacturing buildings.

A wetlands area is located on the site. The wetlands regulatory area has been studied and an assessment report prepared by Apex Companies, LLC. The Owner will protect the defined wetlands during construction and of occupancy of Phase ONE and will secure, prior to commencing construction, the proper permits for the construction of Phase TWO.

A portion of the site is utilized as a detention and stormwater flow path for stormwater from the east and north. The use of this site for the lay-down staging works well as the steel is placed on railroad ties which enables stormwater to freely flow throughout the site as well as enable protection and free flow of the wetlands area.

South fence:
8' high screen fence. Smooth metal panels, factory finished. Vertical panel design, +/- 6" panel appearance. CMU w/ cementitious coating pilasters at +/- 18' center to center. Or existing fence to be moved 11' north of the property line.
East fence:
No fence, same zoning for both PUDs.
North fence:
Existing wire fence between PUD and railroad to remain.
West fence:
6' high chain link or opaque fence.

EXISTING CONDITIONS:

- 1E Parcel is zoned IL.
- 2E Parcel is m/l
- 3E Existing parcel surface has existing gravel, detention easements, drainage easements, sanitary sewer easement and a regulated wetland easement.
- 4E Area north of the wetlands currently has limited accessibility Phase ONE, 89,622.27 SF (2.057 ACRES) = will consist

DEVELOPMENT PLANS:

1D PUD will consist of two phases:
Phase ONE, 89,622.27 SF (2.057 ACRES) = will consist of the south portion of the site, between Gary and the wetlands. Work this phase will consist of moving an existing metal screen fence north in order to provide a 10 foot street landscape buffer, gravel gravel yard to stage pre-production metal. The wetlands will be protected during the construction and occupancy of Phase I.

Phase TWO 253,627.58 SF (5.83 ACRES, including wetlands with buffer) will consist of the north portion of the site, between the south edge of the 8' wide wetlands "buffer" and the RR. Work will consist of design and securing required permits for implementation of protection of the wetlands, constructing the 8' wide "buffer" strip, grading and gravel placement.

Not included in the above cited area tabulations are the various easements.

AREA TABULATIONS

TOTAL AREA OF PARCEL:	398,703.86 SQ FT	9.15 ACRES (+/-)
PHASE ONE:	89,622.27 SQ FT	2.06 ACRES (+/-)
PHASE TWO:	253,627.58 SQ FT	5.82 ACRES (+/-)
PHASE TWO WITHOUT WETLANDS:	204,940.14 SQ FT	4.71 ACRES (+/-)
DETENTION EASEMENT:	120,647.07 SQ FT	2.77 ACRES (+/-)
20' DRAINAGE EASEMENT:	2,529.90 SQ FT	.06 ACRES (+/-)
30' SAN. SEWER EASEMENT:	20,416.50 SQ FT	0.47 ACRES (+/-)
TEMPORARY ACCESS EASEMENT:	3,360.34 SQ FT	0.07 ACRES (+/-)
EXISTING DETENTION BUFFER:	39,443.72 SQ FT	0.91 ACRES (+/-)
WETLAND AREA:	33,837.30 SQ FT	0.78 ACRES (+/-)
WETLAND WITH BUFFER:	46,687.44 SQ FT	1.07 ACRES (+/-)

LEGAL DESCRIPTION:

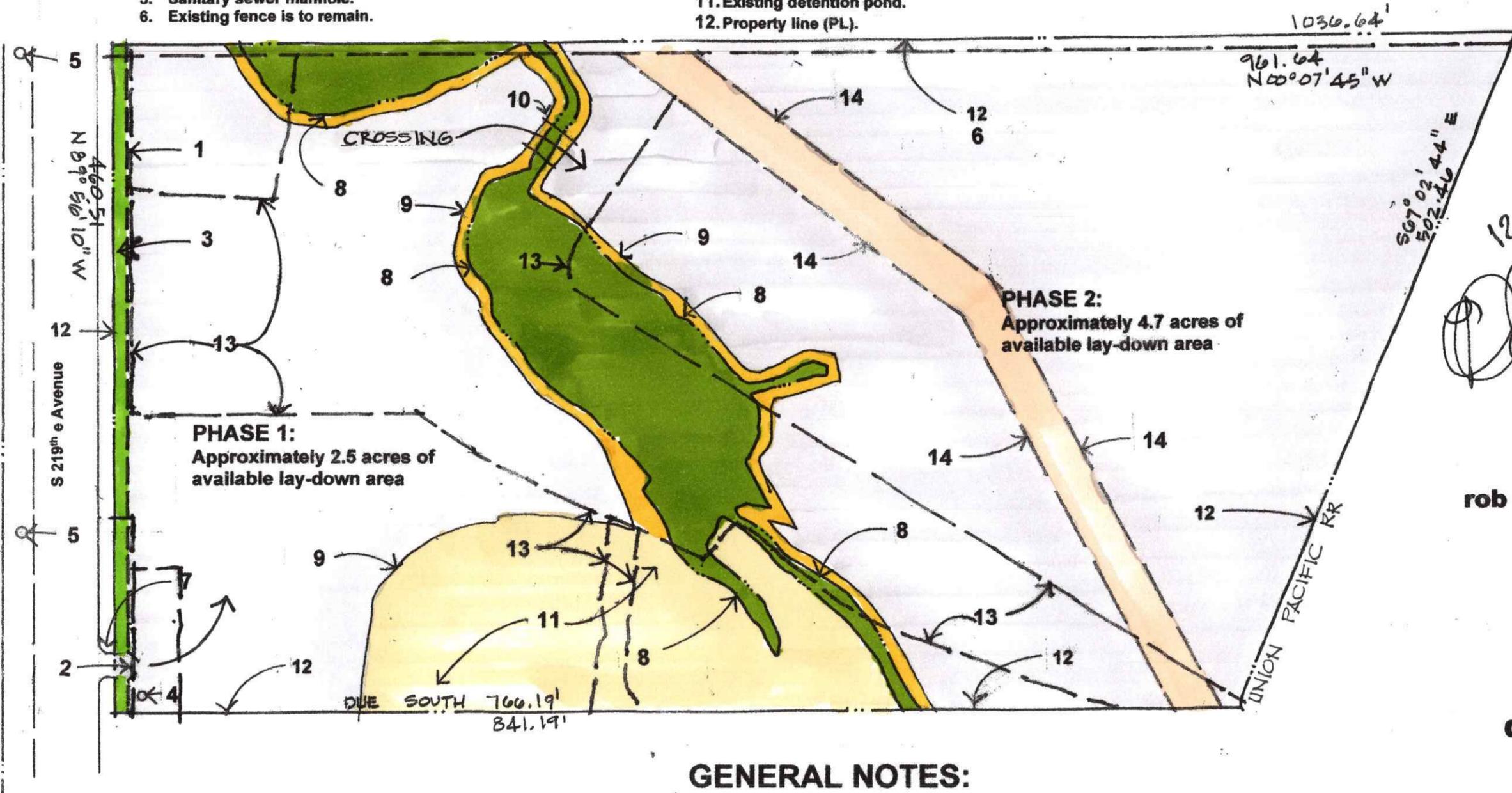
A tract of land in the Southwest Quarter of the Northeast Quarter (SW/4 NE/4) of Section Twenty (20), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows: Beginning at the Southwest corner of said NE/4, thence N 00°07'45" W along the Westerly line thereof a distance of 1036.64 feet to a point on the Southerly Right-of-Way line of the MK&T Railroad; thence S 67°02'44" E along said line a distance of 502.46 feet to the Northwest corner of Coach Port, an Addition in Wagoner County, State of Oklahoma, according to the recorded Plat thereof; thence due South and along the West line of said Coach Port, a distance of 841.19 feet to the South line of said NE/4; thence N 89°56'10" W along the Southerly line of said SW/4 NE/4 a distance of 460.34 feet to the Point of Beginning; LESS AND EXCEPT the South 75.00 feet thereof.

KEY NOTES:

1. 6-foot-high metal screening fence.
2. Metal access gate w/ Knox box.
3. 10-foot-wide landscaping strip complete with sprinkler system.
4. Water service with meter. Water service to supply sprinkler system with backflow prevention.
5. Sanitary sewer manhole.
6. Existing fence is to remain.

7. Existing 16" diameter plastic pipe culvert.
8. Boundary of regulated wetland.
9. 8 foot wide "buffer" between regulated wetland and new gravel for laydown yard.
10. Wetland crossing structure.
11. Existing detention pond.
12. Property line (PL).

13. Existing Drainage easement which directs offsite stormwater. Possible to be amended (per Civil Engineer's design) with final stormwater design. Line: _____
14. Sanitary Sewer Easement. Line: _____



12 AUG. 2025

[Signature]

Rob Coday
 No. 2145
 Kiefer
 Oklahoma
 LICENSED ARCHITECT

rob coday architect LLC
 p.o. box 128
 kiefer, ok 74041
 918 636 0574
rcodayarch@yahoo.com

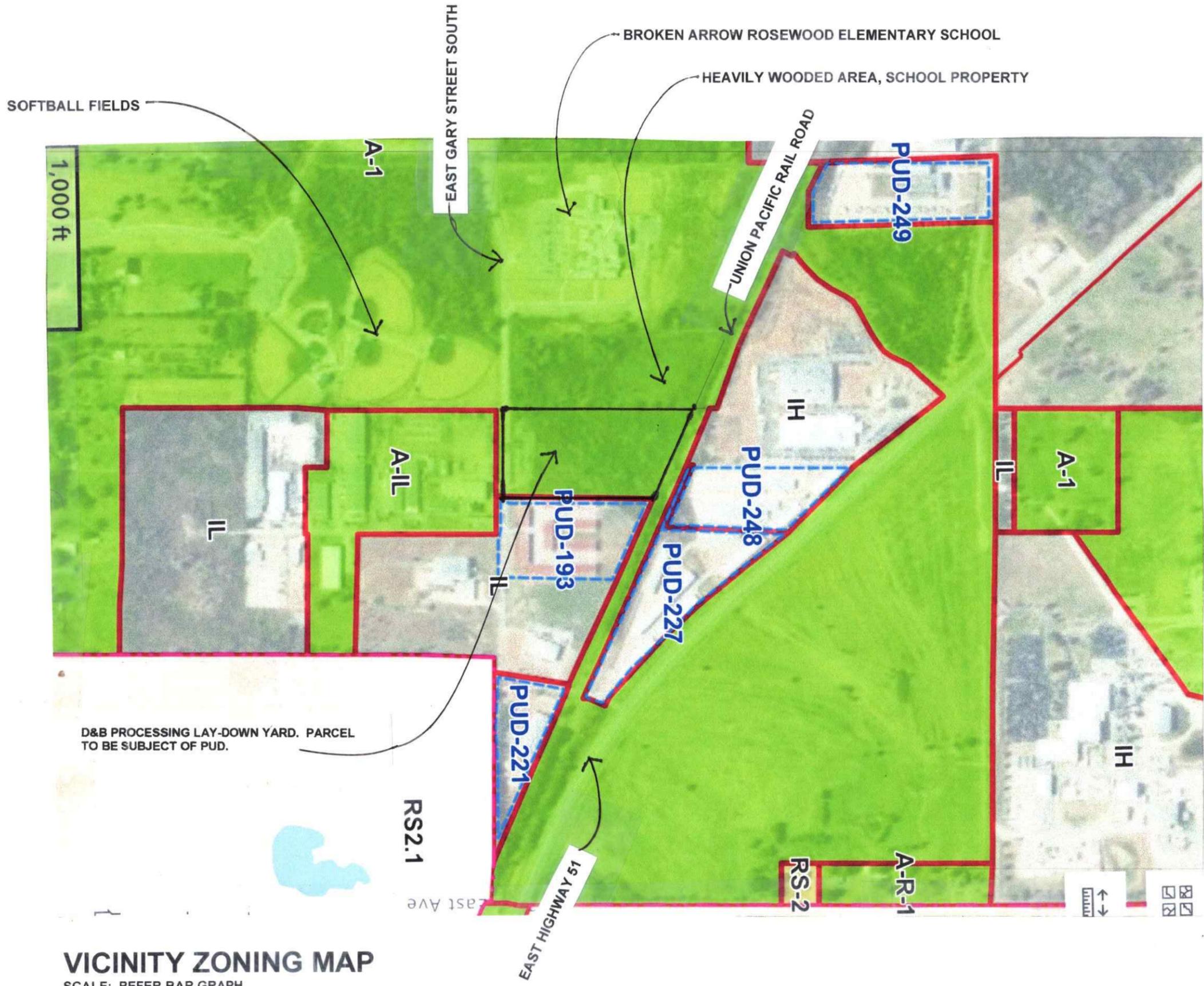
**zoning change
 for
 d & b processing
 laydown yard**

GENERAL NOTES:

1. Information provided is preliminary in nature and can change during actual design and project's permit review process.
2. Wetlands boundary is based upon consultant's review.
3. Future Platting: Property's internal stormwater easements may be amended based upon engineer's stormwater design; however, no change to off-site stormwater which affects this site will be reduced without engineer's study.
4. Lay-down area has a gravel surface with defined edge at the wetland edge. Refer Civil Engineer's drawings.

SITE PLAN
 1"=80'





VICINITY ZONING MAP
SCALE: REFER BAR GRAPH

EXHIBIT A



AQUATIC RESOURCES DELINEATION REPORT

**Laydown Yard
4600 E Gary St
Broken Arrow, OK 74014
Wagoner County**

Prepared for:

D&B Processing
9750 South 219th East Avenue
Broken Arrow, 74014

May 2025

Prepared by:

Apex Companies, LLC
6666 South Sheridan Road, Suite 250
Tulsa, OK 74133

Apex Project No. DBP001-0312045-25007888

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3.2	Project Area Description.....	3
3.3	Field Survey	3
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4.3	Normal Circumstances, Problematic Areas, and Atypical Situations.....	8
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5.1	USACE and EPA Jurisdictional Determination	8
6.0	SUMMARY AND CONCLUSIONS.....	9

Figures

Figure 1: Site Location Map

Figure 2: National Wetlands Inventory and USGS Topographic Map

Figure 3: Natural Resources Conservation Service Soils Report

Figure 4: Federal Emergency Management Agency National Flood Hazard Layer FIRMette

Figure 5: Delineated Features Map

Figure 6: Watershed Map

Tables

Table 1: Delineated Aquatic Features – Waterways

Table 2: Delineated Aquatic Features – Waterbodies

Table 3: Delineated Aquatic Features - Wetlands

Appendices

Appendix A – Figures

Appendix B – Wetland Determination Data Sheets

Appendix C – Antecedent Precipitation Tool Results

Appendix D – Photographic Log

1.0 INTRODUCTION

Apex Companies, LLC (Apex) completed an aquatic resources delineation for the approximately 9.2-acre property located at 4600 East Gary Street in Broken Arrow, OK, in Wagoner County (Project). The Project is mostly undeveloped except for a laydown yard in the southeast portion. The Project location is provided in **Figure 1**.

The purpose of the assessment was to identify water features within the Project and determine the locations and extent of potentially jurisdictional WOTUS subject to the Clean Water Act (CWA). Under Section 404 of the CWA, the United States Army Corps of Engineers (USACE) has the authority to permit the discharge of dredged or fill material into WOTUS.

2.0 REGULATORY OVERVIEW

WOTUS are regulated under Section 404 of the CWA and a subset of those waters are subject to Section 10 of the Rivers and Harbors Act. The Environmental Protection Agency (EPA) is responsible for administering the laws and regulations of the CWA; however, the USACE has the primary regulatory authority for enforcing Section 404/10 requirements for WOTUS, including wetlands.

The definition of WOTUS has been in transition. EPA promulgated the “Revised Definition of ‘Waters of the United States’” rule on March 20, 2023, to effectively replace the National Waters Protection Rule which was already remanded by a US Supreme Court decision. On August 29, 2023, EPA issued a final rule, the “Revised Definition of ‘Waters of the United States’; Conforming” rule, to align key aspects of the regulatory text to the US Supreme Court’s May 25, 2023, decision in the case of *Sackett v. EPA*. However, considering preliminary injunctions, the agencies are interpreting WOTUS consistent with the pre-2015 regulatory regime, plus the *Sackett* decision, in 26 states, including Oklahoma, until further notice.

Section 10 of the Rivers and Harbors Act applies to all navigable WOTUS, and those waters that are subject to the ebb and flow of tides, including any wetlands located below the mean high water line of tidal waters. Section 404 of the CWA applies to all waters, including wetlands, which have a continuous surface connection to other WOTUS. Wetlands have been defined by the USACE as areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

3.0 METHODOLOGY

3.1 Background Review

Prior to conducting field work, the following resources were evaluated to identify water features and areas that are prone to wetland formation within the Project. Referenced sources can be found in **Appendix A** including:

- National Oceanic and Atmospheric Administration (NOAA) National Weather Service data
- US Geological Survey (USGS) topographic map (**Figure 2**)
- US Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) database (**Figure 2**)

- US Department of Agriculture (USDA) National Resources Conservation Service (NRCS) digital soil database (**Figure 3**)
- Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM; **Figure 4**)
- Aerial Photography, Google Earth 1995-2025

The antecedent precipitation conditions at the Project were evaluated prior to conducting the fieldwork on May 14 and 16, 2025, using the USACE Antecedent Precipitation Tool (APT) version v.2.0.0. The generated result of APT evaluation is included in **Appendix B**. Based on this evaluation; the survey occurred during the wet season and the antecedent precipitation was wetter than normal during fieldwork in May 2025.

According to NOAA, 0.71 inches of precipitation was recorded on May 7-8, 2025, prior to the May 2025 survey at the Broken Arrow 1.5 WSW weather station in Broken Arrow, OK.

3.2 Project Area Description

Ecoregion and Land Use

The Project lies entirely within the Osage Cuestas EPA Level IV Ecoregion within the Central Irregular Plains EPA Level III Ecoregion. The Osage Cuestas ecoregion is an irregular to undulating plain that is underlain by interbedded, westward-dipping sandstone, shale, and limestone. Natural vegetation is mostly tall grass prairie, but a mix of tall grass prairie and oak-hickory forest is native to eastern areas. Today rangeland, cropland, riparian forests, and on rocky hills, oak woodland or oak forest occur. Rivers and streams typically have low gradients, slowly moving water, muddy banks, and meander in wide valleys. Stream substrates and habitats vary from a high quality, variable mix of conditions to silt- and mud-choked channels. (Woods et al. 2005).

The Project includes approximately 9.2 acres of mostly undeveloped land which includes an approximately 0.8-acre laydown yard for metal sheets on the southeast portion. A municipal wastewater utility right-of-way (ROW) transects the Project in the central portion as evidenced by active construction during the May 2025 survey. The Project consisted of mixed grassland on the southeastern portion which transitions to forested communities dominated by deciduous trees, such as green ash (*Fraxinus pennsylvanica*), common hackberry (*Celtis occidentalis*), American elm (*Ulmus americanus*), black willow (*Salix nigra*), and eastern cottonwood (*Populus deltoides*). Per USGS topographic maps, an unnamed riverine feature transects the Project from the northeast corner to the southeast corner.

3.3 Field Survey

The approximately 9.2-acre Project was assessed by project scientist, Gianna Spear, MS, on May 14 and 16, 2025. The assessment was conducted following the guidance of *USACE Wetlands Delineation Manual* (1987) and *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region* (Version 2.0, 2010). At the time of the May 2025 survey, there was active construction along the municipal wastewater utility ROW in response to a municipal wastewater pipeline break. Sewage had entered the environment; however, the volume and impact had not yet been determined at the time of the May 2025 survey. Due to safety concerns, the area of active construction and potential areas of

impact were avoided. Visual assessment of the areas was made from a safe distance. Lack of access to these portions of the Project is discussed in Section 4.3.

The field survey consisted of a visual presence/absence assessment of aquatic features within the Project. All aquatic features were digitally georeferenced/mapped using an Apple iPad tethered via Bluetooth connection with an iSxBlue II+ GNSS with sub-meter accuracy. ArcGIS's Field Maps application was used to store, host, and process collected Project data.

For waterways and waterbodies, the presence of an Ordinary High-Water Mark (OHWM) as defined in the *USACE National Ordinary High Water Mark Field Delineation Manual for Rivers and Streams*, dated January 2025 was used. The manual defines OHWM as "that line on the shore established by the fluctuations of water and indicated by physical characteristics such as [a] clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

The presence of a wetland was determined by the existence of all three (3) of the following criteria: wetland hydrology, hydrophytic vegetation, and hydric soils. Areas meeting all three (3) wetland criteria as described below contain two (2) data points one (1) within the boundary of the wetland and one (1) demarcating the upland extent outside of the wetland). Historical aerial photography and current Project conditions were evaluated to determine connectivity with hydrologic features outside of the Project.

Hydrology

Wetland hydrology indicators include the presence of surface water, high water tables, saturation, water marks, sediment deposits, drift deposits, algal mats or crusts, iron deposits, and inundation visible on aerial imagery. In addition, water-stained leaves, aquatic fauna, hydrogen sulfide odor, oxidized rhizospheres along living roots, the presence of iron reduction in tilled soils, thin muck surfaces, gauge or well data, drainage patterns, surface soil cracks, crayfish burrows, and shallow aquitards are considered indicators of wetland hydrology.

Hydrophytic Vegetation

The USACE 2022 *National Wetland Plant Lists* for the Midwest Region were used to identify the appropriate wetland indicator status for each plant species identified. Hydrophytic vegetation is considered prevalent where more than 50 percent of the dominant species in a plant community have an indicator status of OBL, FACW, or FAC as defined below.

Individual plant species are classified as follows:

- OBL – obligate wetland species
- FACW – facultative trending wet and usually found in wetlands
- FAC – facultative found in wetlands and uplands
- FACU – facultative but usually found in uplands
- UPL – upland species
- NI – plants with no indicator; usually considered upland species

Hydric Soil

Hydric soils are defined as soils that are saturated, flooded, or ponded during the growing season for a period sufficient to develop anaerobic conditions in the upper horizons. These conditions are created by repeated or prolonged saturation or flooding resulting in changes in soil color and chemistry which are used to differentiate hydric from non-hydric soils.

3.4 Anticipated Determination of Jurisdictional Status

The anticipated jurisdictional status of each aquatic feature was determined based on our experience and guidance produced by the EPA and USACE for the pre-2015 regulatory regime and the *Sackett v. EPA* US Supreme Court decision.

4.0 RESULTS

4.1 Delineated Aquatic Features

A total of eight (8) aquatic features were delineated within the Project through the methodologies described above which include: four (4) waterways, one (1) waterbody, and three (3) wetlands. Additionally, a retention pond is present in the southeastern corner of the Project. The results of the assessment are summarized in **Tables 1-3**. Delineated aquatic features are depicted in **Figure 5**, clearly representing which features and boundaries have been field verified. Representative photographs from the May 2025 survey events are provided in **Appendix C**.

A total of nine (9) data points (DP; **Figure 5**) were sampled in May 2025 within the Project that were suspected of having wetland conditions or to delineate the extent of wetlands. Four (4) of the nine (9) data points met all three criteria (hydrology, hydric soils, and hydric vegetation) to be deemed a wetland. Wetland determination data sheets are provided in **Appendix B**.

Table 1: Delineated Aquatic Features - Waterways

ID	Resource Type ¹	Surface Area ² (acres) within Project	Average OHWM Width (ft) ³	Potentially Jurisdictional?	NWI ⁴
WW01	Intermittent	0.120	3	Yes	PFO1A
WW02	Intermittent	0.048	3	Yes	PFO1A
WW03	Intermittent	0.024	4	Yes	PFO1A
WW04	Ephemeral	0.011	2	No	PFO1A

¹Resource types defined as follows:

Ephemeral: A waterway that flows only in direct response to a precipitation event.

Intermittent: A waterway that flows more than in direct response to a precipitation event, and generally seasonally.

Perennial: A waterway that flows continuously throughout the year.

²All calculations were based on the Project using the NAD 1983 StatePlane Oklahoma North FIPS 3501 Feet coordinate system as depicted in **Figure 5**.

³Average OHWM rounded to the nearest foot.

⁴National Wetlands Inventory classification defined as follows:

PFO: Palustrine forested; 1: Broad-leaved deciduous; A: Temporary Flooded

Table 2: Delineated Aquatic Features – Waterbodies

ID	Resource Type ¹	Surface Area (acres) ² within Project	Potentially Jurisdictional?	NWI ³
WB01	Impoundment	0.15	Yes	PFO1A

¹Impoundment is defined as a waterbody with a continuous and indistinguishable surface connection with a waterway.

²All calculations were based on the Project using the NAD 1983 StatePlane Oklahoma North FIPS 3501 Feet coordinate system as depicted in **Figure 5**.

³National Wetlands Inventory classification defined as follows:

PFO: Palustrine forested; 1: Broad-leaved deciduous; A: Temporary Flooded

Table 3: Delineated Aquatic Features – Wetlands

ID	Resource Type ¹	Area (acres) ²	Potentially Jurisdictional?	NWI ³
WET01-PEM	Palustrine Emergent	0.140	No	-
WET02-PEM	Palustrine Emergent	0.163	Yes	PFO1A
WET03-PFO	Palustrine Forested	0.386	Yes	PFO1A

¹Resource type is defined as follows:

PEM – Palustrine Emergent Wetland

PFO – Forested Wetland

²All calculations were based on the Project using the NAD 1983 StatePlane Oklahoma North FIPS 3501 Feet coordinate system as depicted in **Figure 5**.

³National Wetlands Inventory classification defined as follows:

PFO: Palustrine forested; 1: Broad-leaved deciduous; A: Temporary Flooded

4.2 Aquatic Features Descriptions

Waterways

WW01, WW02, and WW03

WW01, WW02, and WW03 are intermittent streams (**Figure 5**). WW01 extends from the east central portion of the project to the southwest before joining WW02 and flowing off the Project. WW03 is a continuation of WW01. WW01 and WW03 are bound by herbaceous upland, forested upland, and herbaceous wetland vegetation communities. Herbaceous upland species includes common ragweed (*Ambrosia artemisiifolia*), black willow, poison ivy (*Toxicodendron radicans*), Japanese honeysuckle (*Lonicera japonica*), coralberry (*Symphoricarpos orbiculatus*), and Chinese privet (*Ligustrum sinense*). Within the forested upland, additional species include mulberry (*Morus rubra*), common hackberry, and snailseed (*Nephtroia carolina*). Evidence of an OHWM consists of minor scouring, exposed tree roots, changes in character of soil, and drift deposits. The OHWM ranges from approximately two (2) to five (5) feet. The stream bed consists of silty clay sediment and surface water was turbid at the time of the survey. WW02 has similar vegetation community, bed, and hydrological characteristics. WW02 may have had a continuous upstream surface connection with WB01 and WET03-PFO which is further discussed in the Wetlands section. Evidence of vehicle traffic through WW01 and WW02 is evident in the west central portion of Project, likely impacting turbidity and altering rate and path of flow. Additionally, evidence of earthwork activities was observed adjacent to WW01 and WW02 which likely have contributed sediment deposition into the streams.

WW04

WW04 is an ephemeral stream that drains excess flow during heavy precipitation events from WET02-PEM into WW02. The vegetation community is consistent with WW03. A faint OHWM is present intermittently and is evident by destruction of vegetation and minor scouring. WW04 is impacted by vehicle traffic, altering rate and path of flow.

Waterbodies

WB01

WB01 is an isolated impoundment northeast of WW02 and adjacent to the municipal wastewater utility pipeline right of way. Evidence of earthwork activities and additional pooling were observed within the immediate proximity of WB01. WB01 did not have a continuous surface connection with WET03-PFO or WW02 at the time of the May 2025 survey, however there likely was a historical continuous surface connection based on aerial imagery and local topography.

Wetlands

WET01-PEM

WET01-PEM is a palustrine emergent wetland that is present within a historical retention pond. The dominant vegetation observed within the retention pond is the Rufous bulrush (*Scirpus pendulus*). Additional species are broomsedge bluestem (*Andropogon virginicus*) and common spike-rush (*Eleocharis palustris*). The retention pond receives upland flow from the east adjacent property and drains through a concrete outlet as sheet flow into WET02-PEM.

WET02-PEM

WET02-PEM is a palustrine emergent wetland adjacent to WW01 with which it exhibits a continuous surface connection. Dominant vegetation consists of swamp dock (*Rumex verticillatus*), bearded beggarticks (*Bidens aristosa*), summer grape (*Vitis aestivalis*), tall goldenrod (*Solidago altissima*), poison ivy, black willow, climbing rose (*Rosa setigera*), foxtail sedge (*Carex vulpinoidea*), and fleabane (*Erigeron annuus*). Intermittent standing water and drainage patterns were observed. Debris from tree removal is present within the wetland. The eastern portion of WET02-PEM likely receives subsurface flow from the retention pond.

WET03-PFO

WET03-PFO is a forested wetland within the northern portion of the Project. Dominant vegetation consists of black willow, common spike-rush, and poison ivy. Other vegetation consists of American elm, American sycamore (*Platanus occidentalis*), late boneset (*Eupatorium serotinum*), and Japanese honeysuckle. Standing water and saturation were observed and confirmed from aerial imagery were observed. The southwestern portion of WET03-PFO has been impacted by the ongoing wastewater utility construction and sewage spill. During the May 2025 survey, the ROW between WET03-PFO and WB01 was graded, potentially filled, and installed with construction matting. These observations

combined with aerial imagery and local topography, it is likely that WET03-PFO had a historical surface connection with WB01 and WW02. However, at the time of the survey, there was no surface connection.

4.3 Normal Circumstances, Problematic Areas, and Atypical Situations

The *USACE Wetland Delineation Manual* (1987), *Regional Supplement* (2010), and *Regulatory Guidance Letters* (RGL 82-02 and 86-09) define the terms Normal Circumstances, Problematic Areas, and Atypical Situations. Apex looked for these conditions during the field events. Atypical Situations are a result of human activities or natural events that modify vegetation, hydrology, or soil. This could include placement of fill, construction of dams/levees, land use conversion, channelization of drainages, fire, drought, or flooding.

At the time of the May 2025 survey, there was construction on the municipal wastewater utility right of way that transects the Project. The right of way was graded, cleared of all vegetation, and construction matting was placed over areas between WET03-PFO and WB01. Earthwork activities were evident in areas adjacent to the right of way, altering the soils, vegetation community, and hydrology. Pooling was observed in areas and is shown in the photolog (**Appendix D**) and in **Figure 5**. The construction foreman indicated that the wastewater pipeline failed, resulting in a sewage release to the immediate area. The amount and extent of sewage release had not been determined at the time of the May 2025 survey. The approximate extent of sewage release footprint shown on **Figure 5** was determined by odor and presence of algae in areas of pooling, but the footprint has not been confirmed. Given accessibility was restricted due to avoid untreated sewage and active construction, the extent of WET03-PFO within the potential sewage release footprint was visually estimated from a safe distance and further refined with aerial imagery. These conditions classify WET03-PFO as an Atypical Situation. The presence of wetland hydrology and hydrophytic vegetation were confirmed, but soil samples were not feasible to define the entire extent of WET03-PFO.

In addition, the May 2024 survey occurred during the wet season, and according to the USACE APT, conditions were wetter than normal. Higher than normal water levels were considered during evaluation.

5.0 REGULATORY CONSIDERATIONS

5.1 USACE and EPA Jurisdictional Determination

The USACE and EPA have not delegated the authority to make jurisdictional determinations; however, the jurisdictional determination opinions of Apex, expressed herein, are based on the records review, site observations, experience, joint USACE and EPA guidance, and the federal definition of WOTUS. The USACE asserts jurisdiction on a case-by-case basis. USACE and EPA concurrence can be sought through the Approved Jurisdictional Determination process.

There were four (4) aquatic features, WW01, WW02, WW03, and WET02-PEM, on the Project that were considered potential WOTUS based on field conditions during the May 2025 survey. The WET03-PFO jurisdictional status is dependent on post-construction conditions within the wastewater utility right of way. If pre-construction conditions are restored, and the connection between WET03-PFO is restored, then WET03-PFO is likely jurisdictional. If the connection is permanently severed, it is likely that WET03-PFO is not jurisdictional. Per the Supreme Court of the United States decision in *EPA v. Sackett*, wetlands

must have a “continuous surface connection” with another WOTUS so that there is “no clear demarcation between waters and wetlands.” Based on the May 2025 survey, WET02-PEM directly abuts WW01 and WW02 discharges into WW01. WW001 is an intermittent stream that eventually discharges into Broken Arrow Creek which discharges into the Arkansas River, a Section 10 River, and Harbors Act water according to the USACE Tulsa District (**Figure 6**). Additionally, tributaries may be considered WOTUS if they are “relatively permanent, standing or continuously flowing bodies” which excludes ephemeral streams (WW04) due to short durations of flow. Tables 1-3 summarize the type, NWI classification, and acreage of the features.

6.0 SUMMARY AND CONCLUSIONS

Apex completed a WOTUS assessment on an approximately 9.2-acre survey area for the D&B Processing property. The purpose of the investigation was to identify and delineate potentially jurisdictional WOTUS that are subject to regulations under Section 404 of the CWA. Jurisdictional WOTUS are regulated under the CWA by the USACE.

The investigation was completed through the review of background resources, field identification of water features, and determination of potential jurisdictional WOTUS. Apex identified eight (8) aquatic features at the Project. These features were identified based on the presence of an OHWM, hydrology indicators, hydrophytic vegetation, and/or hydric soils.

It is our opinion that four (4) aquatic features, WW01, WW02, WW03, and WET02-PEM, on the Project are likely jurisdictional WOTUS regulated by USACE under Section 404 of the CWA following the pre-2015 Rule and *Sackett* decision. WET03-PFO is also potentially jurisdictional if a surface connection is restored with WB01 and WW02 after the wastewater utility right of way construction is completed and been restored.

These services and this report were performed and prepared in accordance with generally accepted and customary practices of the environmental profession. No warranties, express or implied, are intended or made. The limitations of this assessment should be recognized as the relying party formulates conclusions on the environmental risks associated with construction of the proposed Project. Furthermore, the services herein shall in no way be construed, designed, or intended to be relied upon as legal interpretation or advice.

If you have any questions or require additional information, please contact Amy Smith at amy.smith@apexcos.com.

Sincerely,
Apex Companies, LLC


Gianna Spear, MS
Environmental Scientist II


Amy Smith, PhD, CSE
Senior Program Manager

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US Department of Agriculture National Resource Conservation Service (NRCS) Web Soil Survey (<https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>)

US Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) (<https://www.fws.gov/wetlands/Data/Mapper.html>).

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US Geological Survey (USGS) National Hydrography Dataset (NHD) <https://www.usgs.gov/national-hydrography/national-hydrography-dataset>

Woods, A.J., Omernik, J.M., Butler, D.R., Ford, J.G., Henley, J.E., Hoagland, B.W., Arndt, D.S., and Moran, B.C. (2005). Ecoregions of Oklahoma. Reston, US Geological Survey. https://dmap-prod-oms-edc.s3.us-east-1.amazonaws.com/ORD/Ecoregions/ok/ok_front.pdf

APPENDIX A

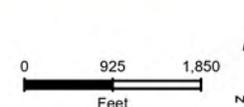
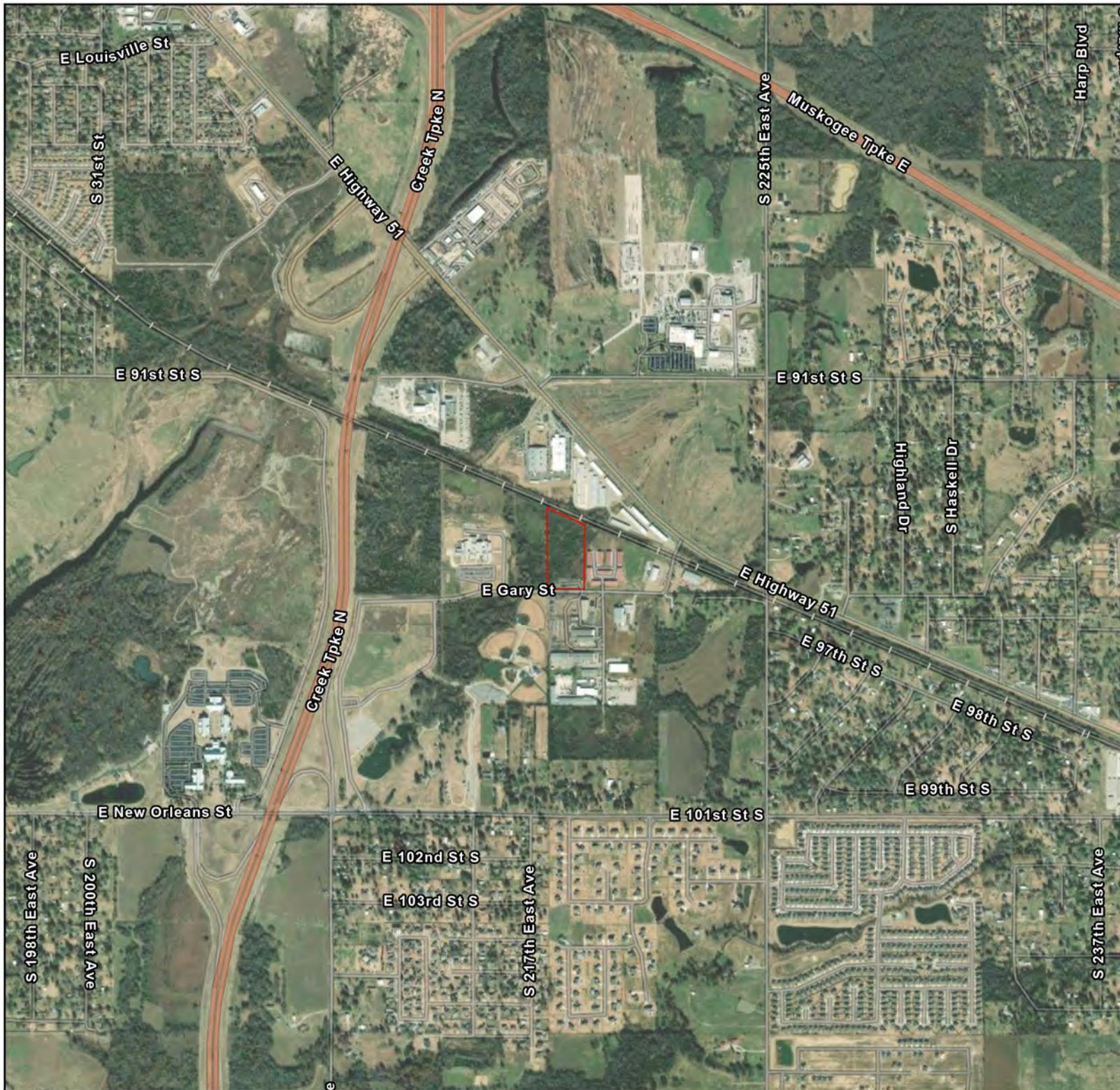
FIGURES

Figure 1
Site Location Map

**Aquatic Resources Delineation
D&B Processing
4600 E Gary St
Broken Arrow, OK 74014**

Legend

 Project Boundary

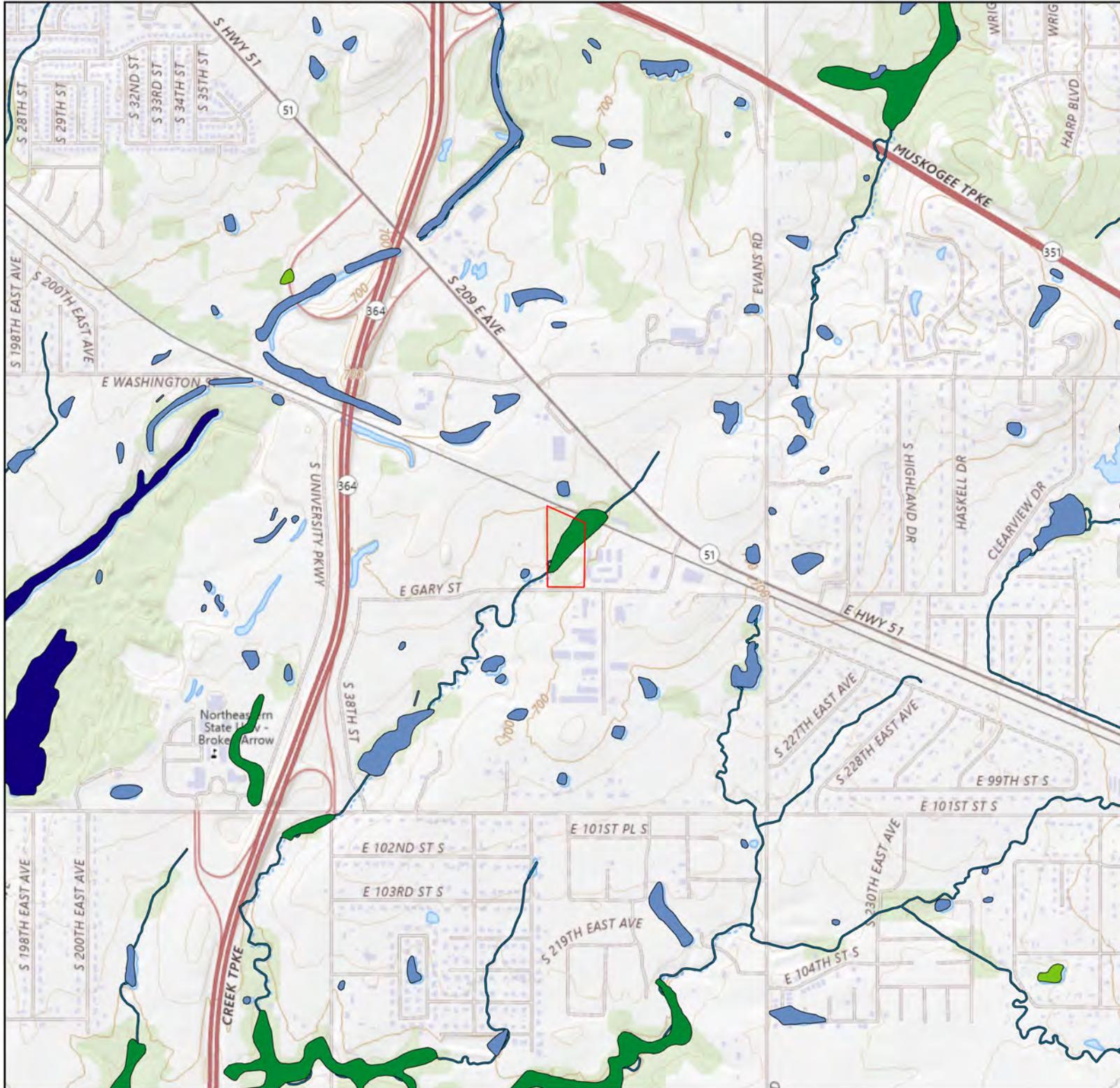


Feature symbols are not shown to scale

Apex Companies, LLC
6666 S Sheridan Rd, Ste 250
Tulsa, OK 74136
(918) 610-3543
www.apexcos.com

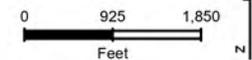
Figure 2
National Wetlands
Inventory and USGS
Topographic Map

Aquatic Resources Delineation
D&B Processing
4600 E Gary St
Broken Arrow, OK 74014



Legend

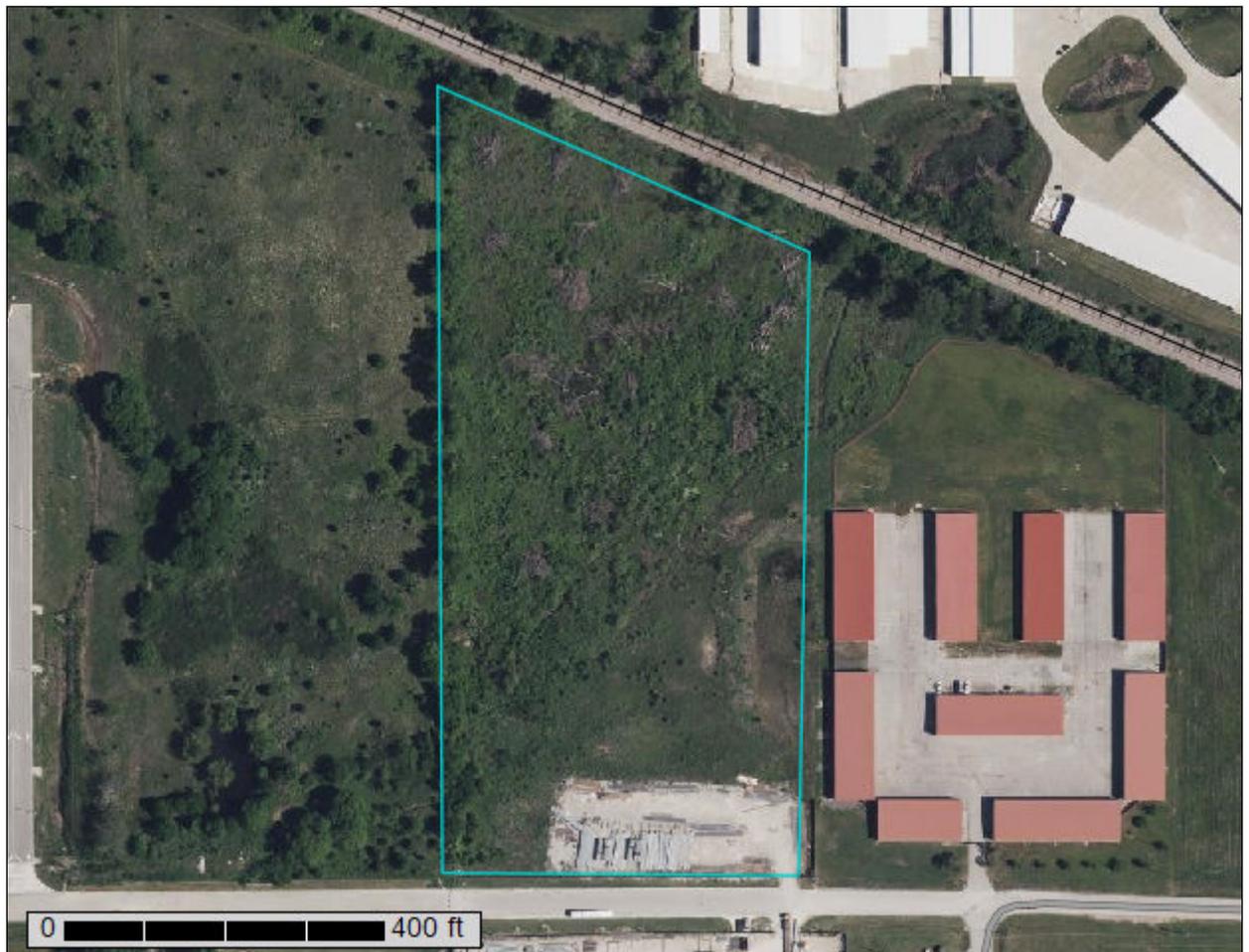
- Project Boundary
- Wetlands**
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine



Feature symbols are not shown to scale

Custom Soil Resource Report for Wagoner County, Oklahoma

Figure 3



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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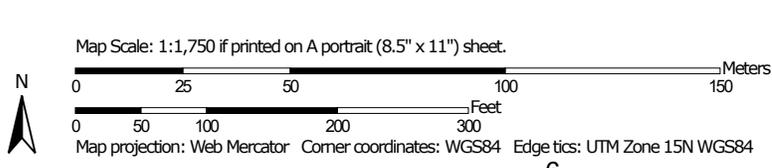
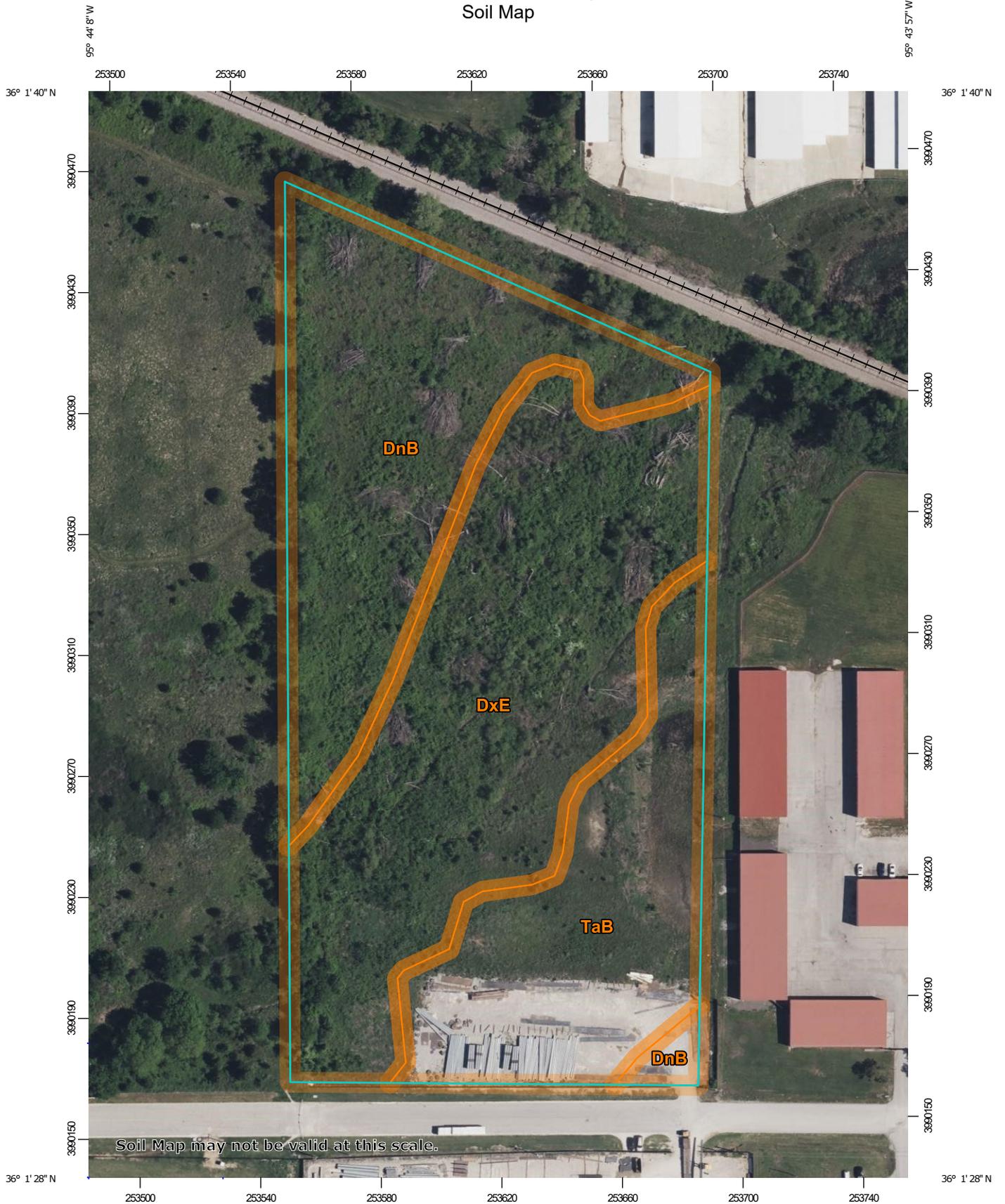
Contents

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Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Wagoner County, Oklahoma
 Survey Area Data: Version 20, Sep 11, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 11, 2022—May 14, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
DnB	Dennis silt loam, 1 to 3 percent slopes	3.0	32.6%
DxE	Dennis-Radley complex, 0 to 15 percent slopes	4.0	43.9%
TaB	Taloka silt loam, 1 to 3 percent slopes	2.2	23.5%
Totals for Area of Interest		9.2	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or

landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Wagoner County, Oklahoma

DnB—Dennis silt loam, 1 to 3 percent slopes

Map Unit Setting

National map unit symbol: 2tgsq
Elevation: 460 to 1,260 feet
Mean annual precipitation: 37 to 45 inches
Mean annual air temperature: 55 to 61 degrees F
Frost-free period: 150 to 255 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Dennis and similar soils: 82 percent
Minor components: 18 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Dennis

Setting

Landform: Interfluves
Landform position (two-dimensional): Summit, footslope
Landform position (three-dimensional): Interfluve, base slope
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Silty and clayey residuum weathered from shale

Typical profile

A - 0 to 11 inches: silt loam
BA - 11 to 17 inches: silty clay loam
Bt1 - 17 to 22 inches: silty clay
Bt2 - 22 to 68 inches: silty clay
C - 68 to 79 inches: silty clay loam

Properties and qualities

Slope: 1 to 3 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 12 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Moderate (about 8.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: C/D
Ecological site: R112XY103KS - Loamy Upland
Hydric soil rating: No

Minor Components

Parsons

Percent of map unit: 5 percent
Landform: Divides
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R112XY101KS - Claypan Upland
Hydric soil rating: No

Bates

Percent of map unit: 5 percent
Landform: Interfluves
Landform position (two-dimensional): Summit, shoulder
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Ecological site: R112XY103KS - Loamy Upland
Hydric soil rating: No

Eram

Percent of map unit: 5 percent
Landform: Interfluves
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Base slope
Down-slope shape: Convex
Across-slope shape: Convex
Ecological site: R112XY102KS - Clayey Upland
Hydric soil rating: No

Kenoma

Percent of map unit: 2 percent
Landform: Interfluves
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Ecological site: R112XY102KS - Clayey Upland
Hydric soil rating: No

Pharoah

Percent of map unit: 1 percent
Landform: Paleoterraces
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Linear
Ecological site: R112XY102KS - Clayey Upland
Hydric soil rating: No

DxE—Dennis-Radley complex, 0 to 15 percent slopes

Map Unit Setting

National map unit symbol: 2wqf9
Elevation: 480 to 790 feet
Mean annual precipitation: 41 to 45 inches
Mean annual air temperature: 59 to 63 degrees F
Frost-free period: 190 to 220 days
Farmland classification: Not prime farmland

Map Unit Composition

Dennis and similar soils: 50 percent
Radley and similar soils: 30 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Dennis

Setting

Landform: Hillslopes
Landform position (two-dimensional): Shoulder, backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Silty and clayey residuum weathered from shale

Typical profile

A - 0 to 11 inches: silt loam
BA - 11 to 17 inches: silty clay loam
Bt1 - 17 to 22 inches: silty clay
Bt2 - 22 to 68 inches: silty clay
C - 68 to 79 inches: silty clay loam

Properties and qualities

Slope: 3 to 15 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 12 to 24 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 10.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C/D
Ecological site: R112XY103KS - Loamy Upland

Custom Soil Resource Report

Hydric soil rating: No

Description of Radley

Setting

Landform: Drainageways

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Silty alluvium

Typical profile

Ap - 0 to 16 inches: silt loam

Bw - 16 to 41 inches: silty clay loam

C - 41 to 79 inches: silty clay loam

Properties and qualities

Slope: 0 to 1 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Moderately well drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.20 to 1.98 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: Frequent

Frequency of ponding: None

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: High (about 12.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 5w

Hydrologic Soil Group: B

Ecological site: R112XY120MO - Loamy Upland Drainageway

Hydric soil rating: No

Minor Components

Taloka

Percent of map unit: 10 percent

Landform: Paleoterraces

Landform position (three-dimensional): Tread

Down-slope shape: Convex

Across-slope shape: Linear

Ecological site: R112XY101KS - Claypan Upland

Hydric soil rating: No

Coweta

Percent of map unit: 5 percent

Landform: Hillslopes

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Side slope

Down-slope shape: Convex

Across-slope shape: Convex

Ecological site: R112XY105OK - Shallow Sandstone Upland

Hydric soil rating: No

Parsons

Percent of map unit: 3 percent

Custom Soil Resource Report

Landform: Divides
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R112XY101KS - Claypan Upland
Hydric soil rating: No

Okemah

Percent of map unit: 2 percent
Landform: Paleoterraces
Landform position (three-dimensional): Tread
Down-slope shape: Convex
Across-slope shape: Linear
Ecological site: R112XY103KS - Loamy Upland
Hydric soil rating: No

TaB—Taloka silt loam, 1 to 3 percent slopes

Map Unit Setting

National map unit symbol: 2thf4
Elevation: 500 to 1,200 feet
Mean annual precipitation: 37 to 45 inches
Mean annual air temperature: 54 to 63 degrees F
Frost-free period: 185 to 255 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Taloka and similar soils: 94 percent
Minor components: 6 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Taloka

Setting

Landform: Paleoterraces
Landform position (three-dimensional): Tread
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Loamy and clayey alluvium and/or loamy and clayey colluvium over residuum weathered from sandstone and shale

Typical profile

Ap - 0 to 8 inches: silt loam
E - 8 to 20 inches: silt loam
2Btg1 - 20 to 24 inches: silty clay
2Btg2 - 24 to 39 inches: silty clay
2BC - 39 to 59 inches: silty clay loam
2C - 59 to 79 inches: silty clay loam

Custom Soil Resource Report

Properties and qualities

Slope: 1 to 3 percent

Depth to restrictive feature: 9 to 24 inches to abrupt textural change

Drainage class: Somewhat poorly drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)

Depth to water table: About 6 to 18 inches

Frequency of flooding: None

Frequency of ponding: None

Gypsum, maximum content: 6 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: Low (about 4.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3s

Hydrologic Soil Group: D

Ecological site: R112XY101KS - Claypan Upland

Hydric soil rating: No

Minor Components

Dennis

Percent of map unit: 6 percent

Landform: Interfluves

Landform position (two-dimensional): Footslope

Landform position (three-dimensional): Base slope

Down-slope shape: Convex

Across-slope shape: Convex

Ecological site: R112XY103KS - Loamy Upland

Hydric soil rating: No

Soil Information for All Uses

Suitabilities and Limitations for Use

The Suitabilities and Limitations for Use section includes various soil interpretations displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each interpretation.

Land Classifications

Land Classifications are specified land use and management groupings that are assigned to soil areas because combinations of soil have similar behavior for specified practices. Most are based on soil properties and other factors that directly influence the specific use of the soil. Example classifications include ecological site classification, farmland classification, irrigated and nonirrigated land capability classification, and hydric rating.

Hydric Rating by Map Unit

This rating indicates the percentage of map units that meets the criteria for hydric soils. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric. Map units that are made up dominantly of hydric soils may have small areas of minor nonhydric components in the higher positions on the landform, and map units that are made up dominantly of nonhydric soils may have small areas of minor hydric components in the lower positions on the landform. Each map unit is rated based on its respective components and the percentage of each component within the map unit.

The thematic map is color coded based on the composition of hydric components. The five color classes are separated as 100 percent hydric components, 66 to 99 percent hydric components, 33 to 65 percent hydric components, 1 to 32 percent hydric components, and less than one percent hydric components.

In Web Soil Survey, the Summary by Map Unit table that is displayed below the map pane contains a column named 'Rating'. In this column the percentage of each map unit that is classified as hydric is displayed.

Custom Soil Resource Report

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993).

If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field. These visible properties are indicators of hydric soils. The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006).

References:

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18.

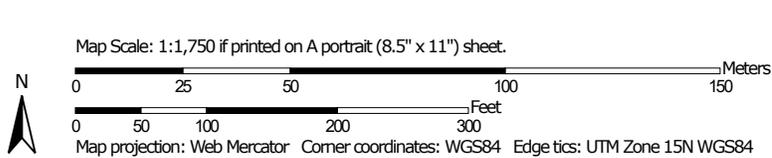
Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.

Soil Survey Staff. 2006. Keys to soil taxonomy. 10th edition. U.S. Department of Agriculture, Natural Resources Conservation Service.

Custom Soil Resource Report Map—Hydric Rating by Map Unit



Soil Map may not be valid at this scale.



MAP LEGEND

Area of Interest (AOI)
 Area of Interest (AOI)

Soils
Soil Rating Polygons
 Hydric (100%)
 Hydric (66 to 99%)
 Hydric (33 to 65%)
 Hydric (1 to 32%)
 Not Hydric (0%)
 Not rated or not available

Soil Rating Lines
 Hydric (100%)
 Hydric (66 to 99%)
 Hydric (33 to 65%)
 Hydric (1 to 32%)
 Not Hydric (0%)
 Not rated or not available

Soil Rating Points
 Hydric (100%)
 Hydric (66 to 99%)
 Hydric (33 to 65%)
 Hydric (1 to 32%)
 Not Hydric (0%)
 Not rated or not available

Water Features
 Streams and Canals

Transportation
 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads
Background
 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Wagoner County, Oklahoma
 Survey Area Data: Version 20, Sep 11, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 11, 2022—May 14, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Table—Hydric Rating by Map Unit

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
DnB	Dennis silt loam, 1 to 3 percent slopes	0	3.0	32.6%
DxE	Dennis-Radley complex, 0 to 15 percent slopes	0	4.0	43.9%
TaB	Taloka silt loam, 1 to 3 percent slopes	0	2.2	23.5%
Totals for Area of Interest			9.2	100.0%

Rating Options—Hydric Rating by Map Unit

Aggregation Method: Percent Present

Component Percent Cutoff: None Specified

Tie-break Rule: Lower

National Flood Hazard Layer FIRMMette



95°44'22"W 36°1'49"N



1:6,000

95°43'44"W 36°1'19"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **5/22/2025 at 11:03 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

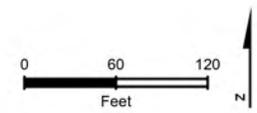
Figure 5
Delineated
Features Map

Aquatic Resources Delineation
D&B Processing
4600 E Gary St
Broken Arrow, OK 74014



Legend

- Project Boundary
- 3-ft Contour
- Approximate Active Construction Area
- Potential Sewage Release Footprint
- Delineated Features**
- Waterway - Ephemeral Stream
- Waterway - Intermittent Stream
- Wetland - Emergent
- Wetland - Forested
- Pond
- Retention Pond
- Low Wet Area
- Data Points**
- Upland
- Wetland



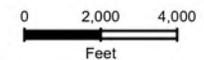
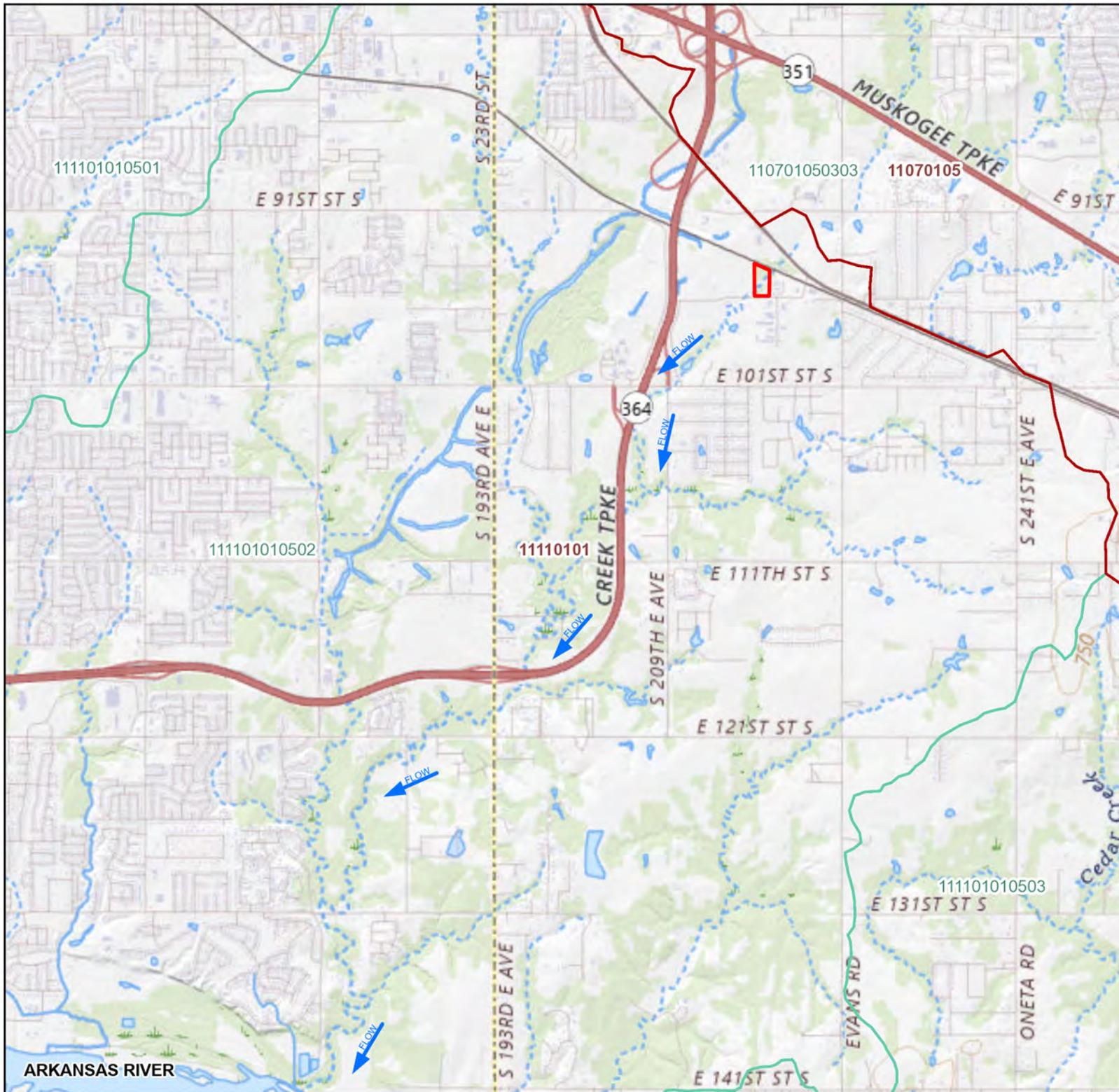
Feature symbols are not shown to scale

Figure 6
Watershed Map

Aquatic Resources Delineation
D&B Processing
4600 E Gary St
Broken Arrow, OK 74014

Legend

-  Project Boundary
-  8-Digit HUC
-  12-Digit HUC



Feature symbols are not shown to scale



Apex Companies, LLC
6666 S Sheridan Rd, Ste 250
Tulsa, OK 74136
(918) 610-3543
www.apexcos.com

APPENDIX B
FIELD DATA FORMS

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
 See ERDC/EL TR-10-16; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 9/30/2027
 Requirement Control Symbol EXEMPT:
 (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Laydown Yard City/County: Broken Arrow, Wagoner County Sampling Date: 5/14/25
 Applicant/Owner: D&B Processing State: OK Sampling Point: DP01
 Investigator(s): Gianna Spear Section, Township, Range: Section 20 Township 18 N Range 15 E
 Landform (hillside, terrace, etc.): retention pond Local relief (concave, convex, none): concave
 Slope (%): 0-1 Lat: 36.025560 Long: -95.733575 Datum: WGS 1984
 Soil Map Unit Name: Taloka silt loam, 1 to 3 percent slopes NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Hydric Soil Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Remarks: According to the USACE APT, survey occurred during the wet season and conditions are wetter than normal. Since DP001 is within a retention pond, the soil and hydrology have been artificially impacted.	

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1.					
2.					
3.					
4.					
5.					
=Total Cover					
Sapling/Shrub Stratum	(Plot size: <u>15</u>)				
1.					
2.					
3.					
4.					
5.					
=Total Cover					
Herb Stratum	(Plot size: <u>5</u>)				
1.	<u>Scirpus pendulus</u>	80	Yes	OBL	
2.	<u>Andropogon virginicus</u>	10	No	FACU	
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
90 =Total Cover					
Woody Vine Stratum	(Plot size: <u>30</u>)				
1.					
2.					
=Total Cover					

Dominance Test worksheet:
 Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)
 Total Number of Dominant Species Across All Strata: 1 (B)
 Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:
 Total % Cover of: Multiply by:
 OBL species 80 x 1 = 80
 FACW species 0 x 2 = 0
 FAC species 0 x 3 = 0
 FACU species 10 x 4 = 40
 UPL species 0 x 5 = 0
 Column Totals: 90 (A) 120 (B)
 Prevalence Index = B/A = 1.33

Hydrophytic Vegetation Indicators:
 1 - Rapid Test for Hydrophytic Vegetation
 2 - Dominance Test is >50%
 3 - Prevalence Index is ≤3.0¹
 4 - Morphological Adaptations¹ (Provide supporting data in Remarks or on a separate sheet)
 Problematic Hydrophytic Vegetation¹ (Explain)
¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes No

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: DP01

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-4	10YR 2/2	100					Loamy/Clayey	
4-6	10YR 2/2	90	10YR 5/4	10	C	M	Loamy/Clayey	Distinct redox concentrations
6-14	10YR 2/2	80	10YR 5/4	20	C	M	Loamy/Clayey	Distinct redox concentrations

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:	Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Iron-Manganese Masses (F12)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Red Parent Material (F21)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Very Shallow Dark Surface (F22)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> Stratified Layers (A5)	
<input type="checkbox"/> 2 cm Muck (A10)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	
<input type="checkbox"/> Thick Dark Surface (A12)	
<input type="checkbox"/> Iron Monosulfide (A18)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	
<input type="checkbox"/> Sandy Redox (S5)	
<input type="checkbox"/> Stripped Matrix (S6)	
<input type="checkbox"/> Dark Surface (S7)	
<input type="checkbox"/> Loamy Mucky Mineral (F1)	
<input type="checkbox"/> Loamy Gleyed Matrix (F2)	
<input type="checkbox"/> Depleted Matrix (F3)	
<input checked="" type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Depleted Dark Surface (F7)	
<input checked="" type="checkbox"/> Redox Depressions (F8)	

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric Soil Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
---	---

Remarks:
DP001 meets hydric soil indicator F8 due to being situated in a depression

HYDROLOGY

Wetland Hydrology Indicators:	Primary Indicators (minimum of one is required; check all that apply)	Secondary Indicators (minimum of two required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input checked="" type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input checked="" type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D9)	
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)	

Field Observations: Surface Water Present? Yes <input type="checkbox"/> No <input type="checkbox"/> Depth (inches): _____ Water Table Present? Yes <input type="checkbox"/> No <input type="checkbox"/> Depth (inches): _____ Saturation Present? Yes <input type="checkbox"/> No <input type="checkbox"/> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
--	---

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
 See ERDC/EL TR-10-16; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 9/30/2027
 Requirement Control Symbol EXEMPT:
 (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Laydown Yard City/County: Broken Arrow, Wagoner County Sampling Date: 5/14/25
 Applicant/Owner: D&B Processing State: OK Sampling Point: DP02
 Investigator(s): Gianna Spear Section, Township, Range: Section 20 Township 18 N Range 15 E
 Landform (hillside, terrace, etc.): hillslope Local relief (concave, convex, none): convex
 Slope (%): 0-1 Lat: 36.025645 Long: -95.733752 Datum: WGS 1984
 Soil Map Unit Name: Taloka silt loam, 1 to 3 percent slopes NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hydric Soil Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Remarks:
 According to the USACE APT, survey occurred during the wet season and conditions are wetter than normal. DP02 is within a retention pond berm, the soil and hydrology have been artificially impacted.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across All Strata: <u>2</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0.0%</u> (A/B)
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
=Total Cover				Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>10</u> x 2 = <u>20</u> FAC species <u>15</u> x 3 = <u>45</u> FACU species <u>145</u> x 4 = <u>580</u> UPL species <u>0</u> x 5 = <u>0</u> Column Totals: <u>170</u> (A) <u>645</u> (B) Prevalence Index = B/A = <u>3.79</u>
Sapling/Shrub Stratum (Plot size: <u>15</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
=Total Cover				
Herb Stratum (Plot size: <u>5</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1. <u>Bromus arvensis</u>	<u>30</u>	<u>No</u>	<u>FACU</u>	
2. <u>Apocynum cannabinum</u>	<u>15</u>	<u>No</u>	<u>FAC</u>	
3. <u>Sorghum halepense</u>	<u>40</u>	<u>Yes</u>	<u>FACU</u>	
4. <u>Rubus allegheniensis</u>	<u>10</u>	<u>No</u>	<u>FACU</u>	
5. <u>Galium aparine</u>	<u>50</u>	<u>Yes</u>	<u>FACU</u>	
6. <u>Solidago altissima</u>	<u>15</u>	<u>No</u>	<u>FACU</u>	
7. <u>Teucrium canadense</u>	<u>10</u>	<u>No</u>	<u>FACW</u>	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
<u>170</u> =Total Cover				
Woody Vine Stratum (Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
=Total Cover				

Remarks: (Include photo numbers here or on a separate sheet.)

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
 See ERDC/EL TR-10-16; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 9/30/2027
 Requirement Control Symbol EXEMPT:
 (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Laydown Yard City/County: Broken Arrow, Wagoner County Sampling Date: 5/16/25
 Applicant/Owner: D&B Processing State: OK Sampling Point: DP03
 Investigator(s): Gianna Spear Section, Township, Range: Section 20 Township 18 N Range 15 E
 Landform (hillside, terrace, etc.): floodplain Local relief (concave, convex, none): concave
 Slope (%): 0-1 Lat: 36.025747 Long: -95.734110 Datum: WGS 1984
 Soil Map Unit Name: Dennis-Radley complex, 0 to 15 percent slopes NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Hydric Soil Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Remarks: According to the USACE APT, survey occurred during the wet season and conditions are wetter than normal.	

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1.					
2.					
3.					
4.					
5.					
=Total Cover					
Sapling/Shrub Stratum	(Plot size: <u>15</u>)				
1.					
2.					
3.					
4.					
5.					
=Total Cover					
Herb Stratum	(Plot size: <u>5</u>)				
1.	<u>Carex vulpinoidea</u>	80	Yes	FACW	
2.	<u>Scirpus pendulus</u>	5	No	OBL	
3.	<u>Lonicera japonica</u>	15	No	FACU	
4.	<u>Rubus allegheniensis</u>	5	No	FACU	
5.	<u>Bidens aristosa</u>	30	Yes	FACW	
6.	<u>Toxicodendron radicans</u>	10	No	FAC	
7.					
8.					
9.					
10.					
145 =Total Cover					
Woody Vine Stratum	(Plot size: <u>30</u>)				
1.					
2.					
=Total Cover					

Dominance Test worksheet:
 Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)
 Total Number of Dominant Species Across All Strata: 2 (B)
 Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:
 Total % Cover of: Multiply by:
 OBL species 5 x 1 = 5
 FACW species 110 x 2 = 220
 FAC species 10 x 3 = 30
 FACU species 20 x 4 = 80
 UPL species 0 x 5 = 0
 Column Totals: 145 (A) 335 (B)
 Prevalence Index = B/A = 2.31

Hydrophytic Vegetation Indicators:
 1 - Rapid Test for Hydrophytic Vegetation
X 2 - Dominance Test is >50%
 3 - Prevalence Index is ≤3.0¹
 4 - Morphological Adaptations¹ (Provide supporting data in Remarks or on a separate sheet)
 Problematic Hydrophytic Vegetation¹ (Explain)
¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes No

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: DP03

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-15	10YR 2/1	100					Loamy/Clayey	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:	Indicators for Problematic Hydric Soils ³ :
<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Iron-Manganese Masses (F12)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Red Parent Material (F21)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Very Shallow Dark Surface (F22)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> Stratified Layers (A5)	
<input type="checkbox"/> 2 cm Muck (A10)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	
<input type="checkbox"/> Thick Dark Surface (A12)	
<input type="checkbox"/> Iron Monosulfide (A18)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)	
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	
<input type="checkbox"/> Sandy Redox (S5)	
<input type="checkbox"/> Stripped Matrix (S6)	
<input type="checkbox"/> Dark Surface (S7)	
<input type="checkbox"/> Loamy Mucky Mineral (F1)	
<input type="checkbox"/> Loamy Gleyed Matrix (F2)	
<input type="checkbox"/> Depleted Matrix (F3)	
<input type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Depleted Dark Surface (F7)	
<input type="checkbox"/> Redox Depressions (F8)	

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed): Type: _____ Depth (inches): _____	Hydric Soil Present? Yes _____ No <u>X</u>
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Remarks:

HYDROLOGY

Wetland Hydrology Indicators:	Primary Indicators (minimum of one is required; check all that apply)	Secondary Indicators (minimum of two required)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D9)	
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)	

Field Observations:	
Surface Water Present? Yes _____ No <u>X</u> Depth (inches): _____	Wetland Hydrology Present? Yes _____ No <u>X</u>
Water Table Present? Yes <u>X</u> No _____ Depth (inches): <u>16</u>	
Saturation Present? Yes <u>X</u> No _____ Depth (inches): <u>15</u>	
(includes capillary fringe)	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
 See ERDC/EL TR-10-16; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 9/30/2027
 Requirement Control Symbol EXEMPT:
 (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Laydown Yard City/County: Broken Arrow, Wagoner County Sampling Date: 5/16/25
 Applicant/Owner: D&B Processing State: OK Sampling Point: DP04
 Investigator(s): Gianna Spear Section, Township, Range: Section 20 Township 18 N Range 15 E
 Landform (hillside, terrace, etc.): riparian edge Local relief (concave, convex, none): concave
 Slope (%): 1-2 Lat: 36.025883 Long: -95.734110 Datum: WGS 1984
 Soil Map Unit Name: Dennis-Radley complex, 0 to 15 percent slopes NWI classification: PFO1A

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Hydric Soil Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

Remarks:

According to the USACE APT, survey occurred during the wet season and conditions are wetter than normal. Significant earthwork activities and local sewage release have impacted soil, vegetation, and hydrology. Data point taken outside of disturbance area, but full extent of wetland was estimated.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>5</u> (A) Total Number of Dominant Species Across All Strata: <u>6</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>83.3%</u> (A/B)																
1. _____	_____	_____	_____																	
2. _____	_____	_____	_____																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
=Total Cover				Prevalence Index worksheet: <table border="0"> <tr> <td>Total % Cover of:</td> <td>Multiply by:</td> </tr> <tr> <td>OBL species <u>45</u></td> <td>x 1 = <u>45</u></td> </tr> <tr> <td>FACW species <u>45</u></td> <td>x 2 = <u>90</u></td> </tr> <tr> <td>FAC species <u>17</u></td> <td>x 3 = <u>51</u></td> </tr> <tr> <td>FACU species <u>32</u></td> <td>x 4 = <u>128</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>139</u> (A)</td> <td><u>314</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>2.26</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>45</u>	x 1 = <u>45</u>	FACW species <u>45</u>	x 2 = <u>90</u>	FAC species <u>17</u>	x 3 = <u>51</u>	FACU species <u>32</u>	x 4 = <u>128</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>139</u> (A)	<u>314</u> (B)	Prevalence Index = B/A = <u>2.26</u>	
Total % Cover of:	Multiply by:																			
OBL species <u>45</u>	x 1 = <u>45</u>																			
FACW species <u>45</u>	x 2 = <u>90</u>																			
FAC species <u>17</u>	x 3 = <u>51</u>																			
FACU species <u>32</u>	x 4 = <u>128</u>																			
UPL species <u>0</u>	x 5 = <u>0</u>																			
Column Totals: <u>139</u> (A)	<u>314</u> (B)																			
Prevalence Index = B/A = <u>2.26</u>																				
Sapling/Shrub Stratum (Plot size: <u>15</u>)																				
1. <u>Salix nigra</u>	<u>10</u>	<u>Yes</u>	<u>OBL</u>																	
2. <u>Populus deltoides</u>	<u>7</u>	<u>Yes</u>	<u>FAC</u>																	
3. _____	_____	_____	_____																	
4. _____	_____	_____	_____																	
5. _____	_____	_____	_____																	
=Total Cover																				
Herb Stratum (Plot size: <u>5</u>)																				
1. <u>Rumex verticillatus</u>	<u>25</u>	<u>Yes</u>	<u>OBL</u>																	
2. <u>Bidens aristosa</u>	<u>30</u>	<u>Yes</u>	<u>FACW</u>																	
3. <u>Vitis aestivalis</u>	<u>5</u>	<u>No</u>	<u>FACU</u>																	
4. <u>Solidago altissima</u>	<u>15</u>	<u>Yes</u>	<u>FACU</u>																	
5. <u>Toxicodendron radicans</u>	<u>10</u>	<u>No</u>	<u>FAC</u>																	
6. <u>Salix nigra</u>	<u>10</u>	<u>No</u>	<u>OBL</u>																	
7. <u>Erigeron annuus</u>	<u>5</u>	<u>No</u>	<u>FACU</u>																	
8. <u>Rosa setigera</u>	<u>7</u>	<u>No</u>	<u>FACU</u>																	
9. <u>Carex vulpinoidea</u>	<u>15</u>	<u>Yes</u>	<u>FACW</u>																	
10. _____	_____	_____	_____																	
=Total Cover																				
Woody Vine Stratum (Plot size: <u>30</u>)																				
1. _____	_____	_____	_____																	
2. _____	_____	_____	_____																	
=Total Cover																				

Hydrophytic Vegetation Indicators:
 1 - Rapid Test for Hydrophytic Vegetation
 2 - Dominance Test is >50%
 3 - Prevalence Index is ≤3.0¹
 4 - Morphological Adaptations¹ (Provide supporting data in Remarks or on a separate sheet)
 Problematic Hydrophytic Vegetation¹ (Explain)
¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes No

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: DP04

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-4	10YR 2/1	100					Loamy/Clayey	
4-14	10YR 2/1	95	10YR 3/3	5	C	M	Loamy/Clayey	Distinct redox concentrations

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Iron Monosulfide (A18)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Dark Surface (S7)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

Indicators for Problematic Hydric Soils³:

- Iron-Manganese Masses (F12)
- Red Parent Material (F21)
- Very Shallow Dark Surface (F22)
- Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____
Depth (inches): _____

Hydric Soil Present? Yes No

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)
- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- True Aquatic Plants (B14)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Gauge or Well Data (D9)
- Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes No Depth (inches): 1
 Water Table Present? Yes No Depth (inches): 15
 Saturation Present? Yes No Depth (inches): 13
 (includes capillary fringe)

Wetland Hydrology Present? Yes No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
 See ERDC/EL TR-10-16; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 9/30/2027
 Requirement Control Symbol EXEMPT:
 (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Laydown Yard City/County: Broken Arrow, Wagoner County Sampling Date: 5/16/25
 Applicant/Owner: D&B Processing State: OK Sampling Point: DP05
 Investigator(s): Gianna Spear Section, Township, Range: Section 20 Township 18 N Range 15 E
 Landform (hillside, terrace, etc.): riparian edge Local relief (concave, convex, none): convex
 Slope (%): 1-2 Lat: 36.025948 Long: -95.734228 Datum: WGS 1984
 Soil Map Unit Name: Dennis-Radley complex, 0 to 15 percent slopes NWI classification: PFO1A

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Hydric Soil Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Remarks: According to the USACE APT, survey occurred during the wet season and conditions are wetter than normal.	

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1.					
2.					
3.					
4.					
5.					
=Total Cover					
Sapling/Shrub Stratum	(Plot size: <u>15</u>)				
1.					
2.					
3.					
4.					
5.					
=Total Cover					
Herb Stratum	(Plot size: <u>5</u>)				
1.	<u><i>Symphoricarpos orbiculatus</i></u>	<u>90</u>	<u>Yes</u>	<u>FACU</u>	
2.	<u><i>Toxicodendron radicans</i></u>	<u>15</u>	<u>No</u>	<u>FAC</u>	
3.	<u><i>Ambrosia artemisiifolia</i></u>	<u>5</u>	<u>No</u>	<u>FACU</u>	
4.	<u><i>Rubus allegheniensis</i></u>	<u>20</u>	<u>No</u>	<u>FACU</u>	
5.	<u><i>Vitis aestivalis</i></u>	<u>5</u>	<u>No</u>	<u>FACU</u>	
6.	<u><i>Rosa setigera</i></u>	<u>7</u>	<u>No</u>	<u>FACU</u>	
7.					
8.					
9.					
10.					
142 =Total Cover					
Woody Vine Stratum	(Plot size: <u>30</u>)				
1.					
2.					
=Total Cover					

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 0.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:	
OBL species <u>0</u>	x 1 =	<u>0</u>
FACW species <u>0</u>	x 2 =	<u>0</u>
FAC species <u>15</u>	x 3 =	<u>45</u>
FACU species <u>127</u>	x 4 =	<u>508</u>
UPL species <u>0</u>	x 5 =	<u>0</u>
Column Totals: <u>142</u> (A)		<u>553</u> (B)
Prevalence Index = B/A =		<u>3.89</u>

Hydrophytic Vegetation Indicators:

1 - Rapid Test for Hydrophytic Vegetation

2 - Dominance Test is >50%

3 - Prevalence Index is ≤3.0¹

4 - Morphological Adaptations¹ (Provide supporting data in Remarks or on a separate sheet)

Problematic Hydrophytic Vegetation¹ (Explain)

¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes No

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: DP05

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-11	10YR 2/1	100					Loamy/Clayey	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Iron Monosulfide (A18)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Dark Surface (S7)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

Indicators for Problematic Hydric Soils³:

- Iron-Manganese Masses (F12)
- Red Parent Material (F21)
- Very Shallow Dark Surface (F22)
- Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____ roots
 Depth (inches): 11

Hydric Soil Present? Yes _____ No X

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)
- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- True Aquatic Plants (B14)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Gauge or Well Data (D9)
- Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes _____ No _____ Depth (inches): _____
 Water Table Present? Yes _____ No _____ Depth (inches): _____
 Saturation Present? Yes _____ No _____ Depth (inches): _____
 (includes capillary fringe)

Wetland Hydrology Present? Yes _____ No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
 See ERDC/EL TR-10-16; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 9/30/2027
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Laydown Yard City/County: Broken Arrow, Wagoner County Sampling Date: 5/16/25
 Applicant/Owner: D&B Processing State: OK Sampling Point: DP06
 Investigator(s): Gianna Spear Section, Township, Range: Section 20 Township 18 N Range 15 E
 Landform (hillside, terrace, etc.): depression Local relief (concave, convex, none): concave
 Slope (%): 1-2 Lat: 36.027007 Long: -95.733802 Datum: WGS 1984
 Soil Map Unit Name: Dennis silt loam, 1 to 3 percent slopes NWI classification: PFO1A

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Hydric Soil Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Remarks: According to the USACE APT, survey occurred during the wet season and conditions are wetter than normal. DP06 located on historic earthen crossing over forested wetland.	

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. <u>Salix nigra</u>		<u>10</u>	Yes	OBL	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>5</u> (A) Total Number of Dominant Species Across All Strata: <u>5</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100.0%</u> (A/B)																
2. <u>Ulmus americana</u>		<u>5</u>	Yes	FACW																	
3. _____																					
4. _____																					
5. _____																					
		<u>15</u>	=Total Cover																		
Sapling/Shrub Stratum	(Plot size: <u>15</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. <u>Salix nigra</u>		<u>50</u>	Yes	OBL	Prevalence Index worksheet: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Total % Cover of:</td> <td style="width:50%;">Multiply by:</td> </tr> <tr> <td>OBL species <u>140</u></td> <td>x 1 = <u>140</u></td> </tr> <tr> <td>FACW species <u>15</u></td> <td>x 2 = <u>30</u></td> </tr> <tr> <td>FAC species <u>52</u></td> <td>x 3 = <u>156</u></td> </tr> <tr> <td>FACU species <u>5</u></td> <td>x 4 = <u>20</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>212</u> (A)</td> <td><u>346</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>1.63</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>140</u>	x 1 = <u>140</u>	FACW species <u>15</u>	x 2 = <u>30</u>	FAC species <u>52</u>	x 3 = <u>156</u>	FACU species <u>5</u>	x 4 = <u>20</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>212</u> (A)	<u>346</u> (B)	Prevalence Index = B/A = <u>1.63</u>	
Total % Cover of:	Multiply by:																				
OBL species <u>140</u>	x 1 = <u>140</u>																				
FACW species <u>15</u>	x 2 = <u>30</u>																				
FAC species <u>52</u>	x 3 = <u>156</u>																				
FACU species <u>5</u>	x 4 = <u>20</u>																				
UPL species <u>0</u>	x 5 = <u>0</u>																				
Column Totals: <u>212</u> (A)	<u>346</u> (B)																				
Prevalence Index = B/A = <u>1.63</u>																					
2. <u>Platanus occidentalis</u>		<u>5</u>	No	FACW																	
3. _____																					
4. _____																					
5. _____																					
		<u>55</u>	=Total Cover																		
Herb Stratum	(Plot size: <u>5</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. <u>Eleocharis palustris</u>		<u>80</u>	Yes	OBL	Hydrophytic Vegetation Indicators: <input type="checkbox"/> 1 - Rapid Test for Hydrophytic Vegetation <input checked="" type="checkbox"/> 2 - Dominance Test is >50% <input checked="" type="checkbox"/> 3 - Prevalence Index is ≤3.0 ¹ <input type="checkbox"/> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <input type="checkbox"/> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																
2. <u>Eupatorium serotinum</u>		<u>15</u>	No	FAC																	
3. <u>Toxicodendron radicans</u>		<u>30</u>	Yes	FAC																	
4. <u>Sorghum halepense</u>		<u>5</u>	No	FACU																	
5. <u>Penstemon digitalis</u>		<u>7</u>	No	FAC																	
6. <u>Platanus occidentalis</u>		<u>5</u>	No	FACW																	
7. _____																					
8. _____																					
9. _____																					
10. _____																					
		<u>142</u>	=Total Cover																		
Woody Vine Stratum	(Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status																	
1. _____					Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>																
2. _____																					

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: DP06

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-7	10YR 4/2	70	10YR 6/4	30	C	M	Loamy/Clayey	Distinct redox concentrations

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

<p>Hydric Soil Indicators:</p> <p><input type="checkbox"/> Histosol (A1)</p> <p><input type="checkbox"/> Histic Epipedon (A2)</p> <p><input type="checkbox"/> Black Histic (A3)</p> <p><input type="checkbox"/> Hydrogen Sulfide (A4)</p> <p><input type="checkbox"/> Stratified Layers (A5)</p> <p><input type="checkbox"/> 2 cm Muck (A10)</p> <p><input type="checkbox"/> Depleted Below Dark Surface (A11)</p> <p><input type="checkbox"/> Thick Dark Surface (A12)</p> <p><input type="checkbox"/> Iron Monosulfide (A18)</p> <p><input type="checkbox"/> Sandy Mucky Mineral (S1)</p> <p><input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)</p>	<p><input type="checkbox"/> Sandy Gleyed Matrix (S4)</p> <p><input type="checkbox"/> Sandy Redox (S5)</p> <p><input type="checkbox"/> Stripped Matrix (S6)</p> <p><input type="checkbox"/> Dark Surface (S7)</p> <p><input type="checkbox"/> Loamy Mucky Mineral (F1)</p> <p><input type="checkbox"/> Loamy Gleyed Matrix (F2)</p> <p><input checked="" type="checkbox"/> Depleted Matrix (F3)</p> <p><input type="checkbox"/> Redox Dark Surface (F6)</p> <p><input type="checkbox"/> Depleted Dark Surface (F7)</p> <p><input type="checkbox"/> Redox Depressions (F8)</p>	<p>Indicators for Problematic Hydric Soils³:</p> <p><input type="checkbox"/> Iron-Manganese Masses (F12)</p> <p><input type="checkbox"/> Red Parent Material (F21)</p> <p><input type="checkbox"/> Very Shallow Dark Surface (F22)</p> <p><input type="checkbox"/> Other (Explain in Remarks)</p>
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³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

<p>Restrictive Layer (if observed):</p> <p>Type: _____</p> <p>Depth (inches): _____</p>	<p>Hydric Soil Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
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Remarks:

HYDROLOGY

Wetland Hydrology Indicators:	
<p>Primary Indicators (minimum of one is required; check all that apply)</p> <p><input checked="" type="checkbox"/> Surface Water (A1)</p> <p><input type="checkbox"/> High Water Table (A2)</p> <p><input type="checkbox"/> Saturation (A3)</p> <p><input type="checkbox"/> Water Marks (B1)</p> <p><input type="checkbox"/> Sediment Deposits (B2)</p> <p><input type="checkbox"/> Drift Deposits (B3)</p> <p><input type="checkbox"/> Algal Mat or Crust (B4)</p> <p><input type="checkbox"/> Iron Deposits (B5)</p> <p><input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)</p> <p><input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)</p>	<p>Secondary Indicators (minimum of two required)</p> <p><input type="checkbox"/> Water-Stained Leaves (B9)</p> <p><input type="checkbox"/> Aquatic Fauna (B13)</p> <p><input type="checkbox"/> True Aquatic Plants (B14)</p> <p><input type="checkbox"/> Hydrogen Sulfide Odor (C1)</p> <p><input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)</p> <p><input type="checkbox"/> Presence of Reduced Iron (C4)</p> <p><input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)</p> <p><input type="checkbox"/> Thin Muck Surface (C7)</p> <p><input type="checkbox"/> Gauge or Well Data (D9)</p> <p><input type="checkbox"/> Other (Explain in Remarks)</p>

<p>Field Observations:</p> <p>Surface Water Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Depth (inches): <u>6</u></p> <p>Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____</p> <p>Saturation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____</p> <p>(includes capillary fringe)</p>	<p>Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
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Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
Datapoint was taken on earthen crossing, surface water was present on either side up to 6 inches. Saturation visible on 2018 aerial imagery. Wetland is obscured by tree cover in more recent aerial imagery.

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
 See ERDC/EL TR-10-16; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 9/30/2027
 Requirement Control Symbol EXEMPT:
 (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Laydown Yard City/County: Broken Arrow, Wagoner County Sampling Date: 5/16/25
 Applicant/Owner: D&B Processing State: OK Sampling Point: DP07
 Investigator(s): Gianna Spear Section, Township, Range: Section 20 Township 18 N Range 15 E
 Landform (hillside, terrace, etc.): hillslope Local relief (concave, convex, none): convex
 Slope (%): 3-5 Lat: 36.027023 Long: -95.734076 Datum: WGS 1984
 Soil Map Unit Name: Dennis silt loam, 1 to 3 percent slopes NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hydric Soil Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Remarks:

According to the USACE APT, survey occurred during the wet season and conditions are wetter than normal. DP06 located on historic earthen crossing over forested wetland.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across All Strata: <u>5</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>20.0%</u> (A/B)
1. <u>Fraxinus pennsylvanica</u>	<u>20</u>	<u>Yes</u>	<u>FACW</u>	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
			<u>20</u> =Total Cover	
Sapling/Shrub Stratum (Plot size: <u>15</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Prevalence Index worksheet: Total % Cover of: Multiply by: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>20</u> x 2 = <u>40</u> FAC species <u>0</u> x 3 = <u>0</u> FACU species <u>135</u> x 4 = <u>540</u> UPL species <u>0</u> x 5 = <u>0</u> Column Totals: <u>155</u> (A) <u>580</u> (B) Prevalence Index = B/A = <u>3.74</u>
1. <u>Ligustrum sinense</u>	<u>20</u>	<u>Yes</u>	<u>FACU</u>	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
			<u>20</u> =Total Cover	
Herb Stratum (Plot size: <u>5</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Hydrophytic Vegetation Indicators: <u>1</u> - Rapid Test for Hydrophytic Vegetation <u>2</u> - Dominance Test is >50% <u>3</u> - Prevalence Index is ≤3.0 ¹ <u>4</u> - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
1. <u>Symphoricarpos orbiculatus</u>	<u>30</u>	<u>Yes</u>	<u>FACU</u>	
2. <u>Rubus allegheniensis</u>	<u>40</u>	<u>Yes</u>	<u>FACU</u>	
3. <u>Sorghum halepense</u>	<u>10</u>	<u>No</u>	<u>FACU</u>	
4. <u>Rosa setigera</u>	<u>30</u>	<u>Yes</u>	<u>FACU</u>	
5. <u>Solidago altissima</u>	<u>5</u>	<u>No</u>	<u>FACU</u>	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
			<u>115</u> =Total Cover	
Woody Vine Stratum (Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
			_____ =Total Cover	

Remarks: (Include photo numbers here or on a separate sheet.)

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
 See ERDC/EL TR-10-16; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 9/30/2027
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Laydown Yard City/County: Broken Arrow, Wagoner County Sampling Date: 5/16/25
 Applicant/Owner: D&B Processing State: OK Sampling Point: DP08
 Investigator(s): Gianna Spear Section, Township, Range: Section 20 Township 18 N Range 15 E
 Landform (hillside, terrace, etc.): depression Local relief (concave, convex, none): concave
 Slope (%): 3-5 Lat: 36.026045 Long: -95.733736 Datum: WGS 1984
 Soil Map Unit Name: Dennis-Radley complex, 0 to 15 percent slopes NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Hydric Soil Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Remarks: According to the USACE APT, survey occurred during the wet season and conditions are wetter than normal.	

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1.					
2.					
3.					
4.					
5.					
=Total Cover					
Sapling/Shrub Stratum	(Plot size: <u>15</u>)				
1.					
2.					
3.					
4.					
5.					
=Total Cover					
Herb Stratum	(Plot size: <u>5</u>)				
1.	<u>Carex vulpinoidea</u>	<u>30</u>	<u>Yes</u>	<u>FACW</u>	
2.	<u>Typha latifolia</u>	<u>15</u>	<u>No</u>	<u>OBL</u>	
3.	<u>Rumex verticillatus</u>	<u>15</u>	<u>No</u>	<u>OBL</u>	
4.	<u>Eupatorium serotinum</u>	<u>10</u>	<u>No</u>	<u>FAC</u>	
5.	<u>Juncus spp.</u>	<u>75</u>	<u>Yes</u>	<u>FACW</u>	
6.	<u>Teucrium canadense</u>	<u>5</u>	<u>No</u>	<u>FACW</u>	
7.					
8.					
9.					
10.					
=Total Cover					
<u>150</u>					
Woody Vine Stratum	(Plot size: <u>30</u>)				
1.					
2.					
=Total Cover					

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species <u>30</u>	x 1 = <u>30</u>
FACW species <u>110</u>	x 2 = <u>220</u>
FAC species <u>10</u>	x 3 = <u>30</u>
FACU species <u>0</u>	x 4 = <u>0</u>
UPL species <u>0</u>	x 5 = <u>0</u>
Column Totals: <u>150</u> (A)	<u>280</u> (B)
Prevalence Index = B/A = <u>1.87</u>	

Hydrophytic Vegetation Indicators:

1 - Rapid Test for Hydrophytic Vegetation

2 - Dominance Test is >50%

3 - Prevalence Index is ≤3.0¹

4 - Morphological Adaptations¹ (Provide supporting data in Remarks or on a separate sheet)

Problematic Hydrophytic Vegetation¹ (Explain)

¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes No

Remarks: (Include photo numbers here or on a separate sheet.)
 No inflorescence observed on the rush (Juncus spp.). Given presence in depression with only species that are designated either FACW or OBL, the rush species is likely FACW.

SOIL

Sampling Point: DP08

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-3	10YR 2/2	100					Loamy/Clayey	
3-13	10YR 2/2	95	10YR 3/6	5	C	M	Loamy/Clayey	Prominent redox concentrations

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Iron Monosulfide (A18)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)
- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Dark Surface (S7)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

Indicators for Problematic Hydric Soils³:

- Iron-Manganese Masses (F12)
- Red Parent Material (F21)
- Very Shallow Dark Surface (F22)
- Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____
Depth (inches): _____

Hydric Soil Present? Yes No

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)
- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- True Aquatic Plants (B14)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Gauge or Well Data (D9)
- Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes No Depth (inches): _____
 Water Table Present? Yes No Depth (inches): 11
 Saturation Present? Yes No Depth (inches): 9
 (includes capillary fringe)

Wetland Hydrology Present? Yes No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
 See ERDC/EL TR-10-16; the proponent agency is CECW-CO-R

OMB Control #: 0710-0024, Exp: 9/30/2027
 Requirement Control Symbol EXEMPT:
 (Authority: AR 335-15, paragraph 5-2a)

Project/Site: Laydown Yard City/County: Broken Arrow, Wagoner County Sampling Date: 5/16/25
 Applicant/Owner: D&B Processing State: OK Sampling Point: DP09
 Investigator(s): Gianna Spear Section, Township, Range: Section 20 Township 18 N Range 15 E
 Landform (hillside, terrace, etc.): hillslope Local relief (concave, convex, none): convex
 Slope (%): 3-5 Lat: 36.026180 Long: -95.733450 Datum: WGS 1984
 Soil Map Unit Name: Taloka silt loam, 1 to 3 percent slopes NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Hydric Soil Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Remarks: According to the USACE APT, survey occurred during the wet season and conditions are wetter than normal.	

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	
1.					
2.					
3.					
4.					
5.					
=Total Cover					
Sapling/Shrub Stratum	(Plot size: <u>15</u>)				
1.					
2.					
3.					
4.					
5.					
=Total Cover					
Herb Stratum	(Plot size: <u>5</u>)				
1.	<u>Rhus copallinum</u>	<u>50</u>	<u>Yes</u>	<u>UPL</u>	
2.	<u>Rubus allegheniensis</u>	<u>15</u>	<u>No</u>	<u>FACU</u>	
3.	<u>Solidago altissima</u>	<u>60</u>	<u>Yes</u>	<u>FACU</u>	
4.	<u>Lonicera japonica</u>	<u>60</u>	<u>Yes</u>	<u>FACU</u>	
5.	<u>Carex bushii</u>	<u>10</u>	<u>No</u>	<u>FAC</u>	
6.					
7.					
8.					
9.					
10.					
195 =Total Cover					
Woody Vine Stratum	(Plot size: <u>30</u>)				
1.					
2.					
=Total Cover					

Dominance Test worksheet:
 Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)
 Total Number of Dominant Species Across All Strata: 3 (B)
 Percent of Dominant Species That Are OBL, FACW, or FAC: 0.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species <u>0</u>	x 1 = <u>0</u>
FACW species <u>0</u>	x 2 = <u>0</u>
FAC species <u>10</u>	x 3 = <u>30</u>
FACU species <u>135</u>	x 4 = <u>540</u>
UPL species <u>50</u>	x 5 = <u>250</u>
Column Totals: <u>195</u> (A)	<u>820</u> (B)
Prevalence Index = B/A = <u>4.21</u>	

Hydrophytic Vegetation Indicators:
 1 - Rapid Test for Hydrophytic Vegetation
 2 - Dominance Test is >50%
 3 - Prevalence Index is ≤3.0¹
 4 - Morphological Adaptations¹ (Provide supporting data in Remarks or on a separate sheet)
 Problematic Hydrophytic Vegetation¹ (Explain)
¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

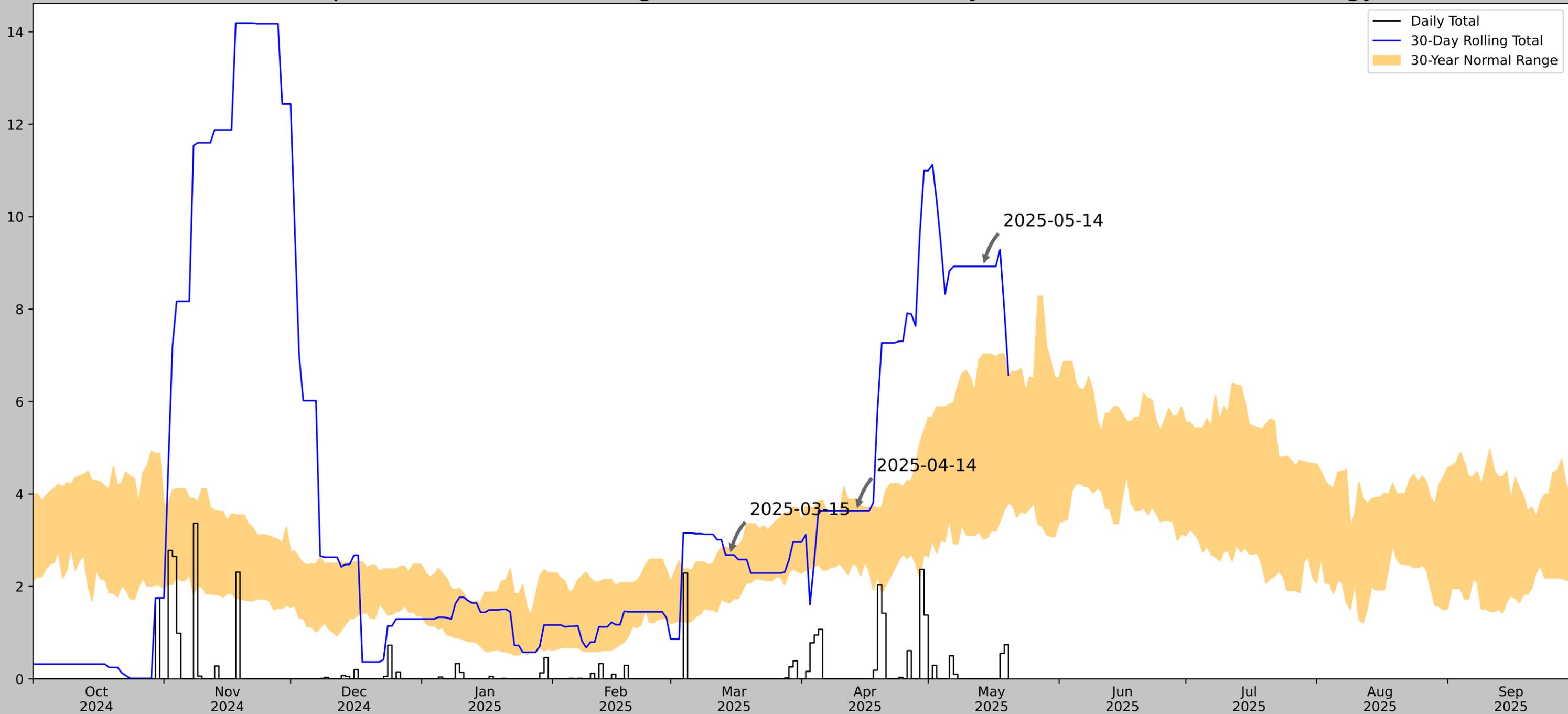
Hydrophytic Vegetation Present? Yes No

Remarks: (Include photo numbers here or on a separate sheet.)

APPENDIX C
ANTECEDENT PRECIPITATION TOOL

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network

Rainfall (Inches)



Coordinates	36.025779, -95.734195
Observation Date	2025-05-14
Elevation (ft)	691.554
Drought Index (PDSI)	Mild wetness (2025-04)
WebWIMP H ₂ O Balance	Wet Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2025-05-14	3.029134	7.023622	8.925197	Wet	3	3	9
2025-04-14	2.475197	3.886614	3.629921	Normal	2	2	4
2025-03-15	1.651969	2.830709	2.681102	Normal	2	1	2
Result							Wetter than Normal - 15



Figures and tables made by the
Antecedent Precipitation Tool
Version 2.0

Developed by:
U.S. Army Corps of Engineers and
U.S. Army Engineer Research and
Development Center



Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
TULSA INTL AP	36.1986, -95.8783	639.108	14.397	52.446	7.234	11352	90
TULSA RICHARD L JONES JR AP	36.0425, -95.9903	620.079	12.466	19.029	5.847	1	205

APPENDIX D
PHOTOGRAPHIC LOG

<p>Photograph 1</p> <p>LOCATION: SW Corner of Project</p> <p>Notes: Example of herbaceous upland vegetation community.</p>	 <p>SW Corner 05/14/2025 10:18 AM 36.02318, -95.73464</p>
---	---

<p>Photograph 2</p> <p>LOCATION: NW Corner of Project</p> <p>Notes: Example of forested upland vegetation community.</p>	 <p>NW Corner 05/16/2025 01:38 PM 36.02747, -95.73489</p>
---	--

<p>Photograph 3</p> <p>LOCATION: WW01 (Waterway 01)</p> <p>Notes: Intermittent stream with sediment bed. Facing upstream.</p>	 <p>WW01 05/14/2025 10:36 AM 36.02567, -95.73499</p>
--	--

Photograph 4

LOCATION: WW01

Notes: Example of earthwork activities potentially altering turbidity, flow rate, and flow path by sediment deposition.



Photograph 5

LOCATION: WW02

Notes: Intermittent stream with sediment bed. Facing upstream.



Photograph 6

LOCATION: WW02

Notes: Example of vehicle traffic impact potentially altering turbidity, flow rate, and flow path. Facing downstream.



<p>Photograph 7</p> <p>LOCATION: WW03</p> <p>Notes: Intermittent stream with sediment bed. Facing downstream.</p>	 <p>WW03 05.14.2025 11:52 AM 36.02554, -95.73496</p> <p style="text-align: right;">S</p>
--	--

<p>Photograph 8</p> <p>LOCATION: WW04</p> <p>Notes: Ephemeral stream with intermittent OHWM. Facing upstream.</p>	 <p>WW04 05.16.2025 11:38 AM 36.02588, -95.73420</p> <p style="text-align: right;">NE</p>
--	--

<p>Photograph 9</p> <p>LOCATION: WET01-PEM (Palustrine Emergent Wetland 01) and DP01</p> <p>Notes: DP01 (Data Point 01) met all three wetland criteria. WET01-PEM is within retention pond.</p>	 <p>05.14.2025 12:04 PM 36.02588, -95.73370</p> <p style="text-align: right;">SE</p>
--	--

Photograph 10

LOCATION: DP01

Notes: Soil sample. Evidence of hydric soil observed.



Photograph 11

LOCATION: DP02

Notes: DP02 is upland reference data point for WET01-PEM, located on retention pond berm.



Photograph 12

LOCATION: DP02

Notes: Soil sample. No evidence of hydric soil observed.



Photograph 13

LOCATION: DP03

Notes: DP03 is upland reference data point for WET02-PEM.



DP003
05.16.2025 10:01 AM
36.02578, -95.73411

Photograph 14

LOCATION: DP03

Notes: Soil sample. No evidence of hydric soil observed.



DP003
05.16.2025 09:44 AM
36.02577, -95.73409

Photograph 15

LOCATION: WET02-PEM and DP04

Notes: DP04 met all three wetland criteria. WET02-PEM directly abuts WW01.



DP004
05.16.2025 10:24 AM
36.02588, -95.73409

Photograph 16

LOCATION: DP04

Notes: Soil sample. Evidence of hydric soil observed.



Photograph 17

LOCATION: DP05

Notes: DP05 is upland data point to confirm extent of WET02-PEM.



Photograph 18

LOCATION: DP05

Notes: Soil sample. No evidence of hydric soil observed.



Photograph 19

LOCATION: WET03-PFO and DP06

Notes: DP06 met all three wetland criteria. WET03-PFO is adjacent to active construction and impacted sewage release on its southeastern extent. Photo taken from northern extent.



Photograph 20

LOCATION: DP06

Notes: Soil sample. Evidence of hydric soil observed.



Photograph 21

LOCATION: DP07

Notes: DP07 is upland reference data point for WET03-PFO.



Photograph 22

LOCATION: DP07

Notes: Soil sample. No evidence of hydric soil observed.



Photograph 23

LOCATION: WET02-PEM and DP08

Notes: DP08 is wetland reference data point to confirm extent of WET02-PEM.



Photograph 24

LOCATION: DP08

Notes: Soil sample. Evidence of hydric soil observed.



Photograph 25

LOCATION: DP09

Notes: DP09 is upland reference data point for WET02-PEM.



Photograph 26

LOCATION: DP09

Notes: Soil sample. No evidence of hydric soil observed.



Photograph 27

LOCATION: Central portion of Project and WET03-PFO

Notes: Sewer line right-of-way (ROW) active construction and portion of WET03-PFO.



Photograph 28

LOCATION: Adjacent to sewer line ROW

Notes: Evidence of earthwork activities and pooling.



Photograph 29

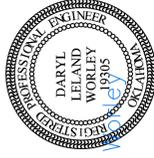
LOCATION: WB01 (Waterbody 01)

Notes: Pond located near earthwork activities.



EXHIBIT B

DARYL WORLEY, P.E.
2655 SE Evergreen Drive
Bartlesville, OK 74005
918-440-3186
daryl.worley@abcojoh.net



9750 S 219TH DB
PROCESSING
LAY DOWN
YARD
BROKEN ARROW, OK

DRAWINGS ISSUED FOR

SKETCH
PLAN FOR
DISCUSSION

REVISIONS
REVISIONS
NUMBER DATE

DESIGN BY: DLW
DRAWN BY: DLW
CHECKED BY: RC
PROJECT NUMBER
2025001
DATE:

DRAWING TITLE

COVER

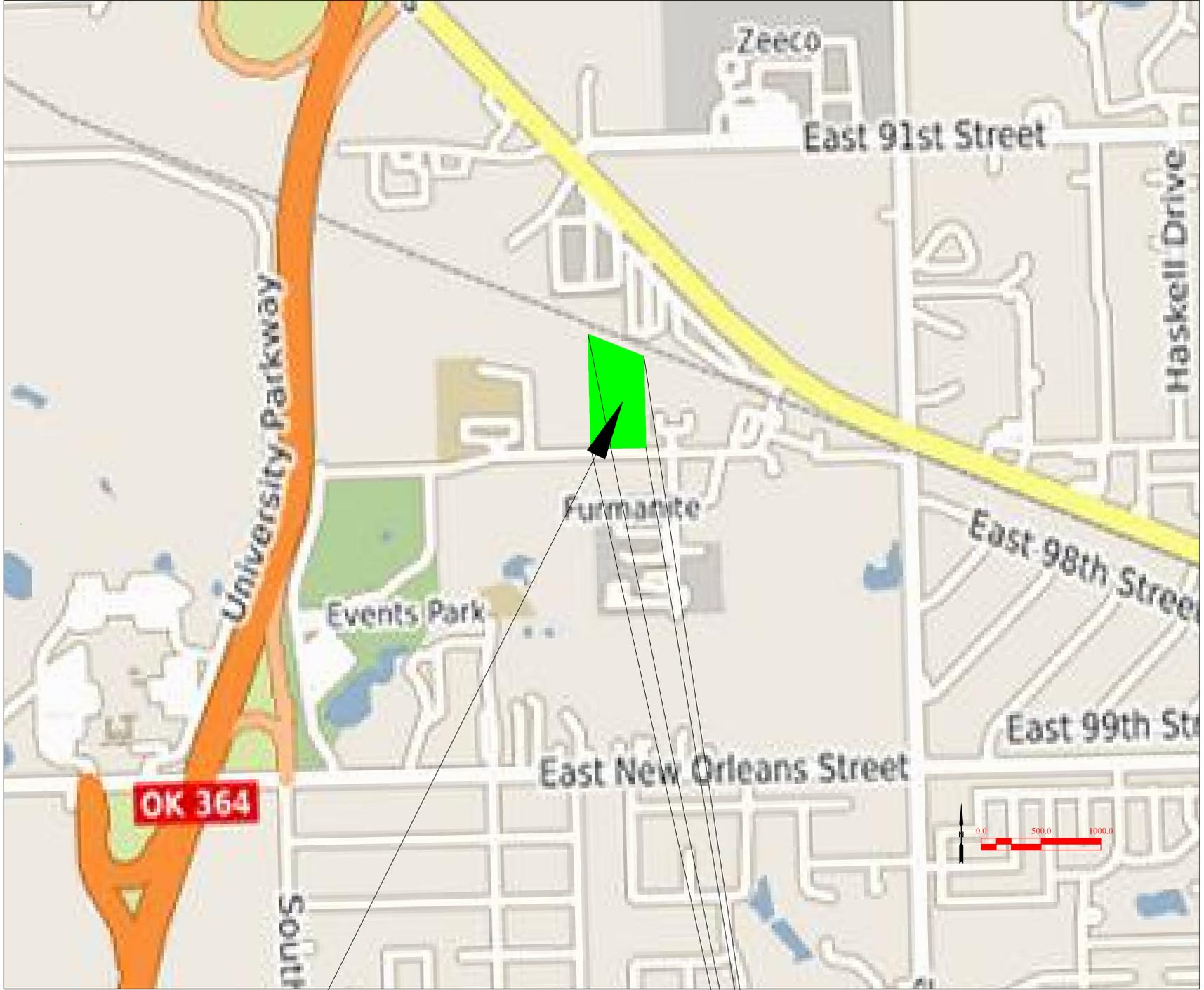
SHEET

C101

9750 S 219TH DB PROCESSING LAYDOWN YARD SKETCH PLAN

BROKEN ARROW

WAGONER COUNTY, OKLAHOMA



PROJECT LOCATION
36° 04' 33.28" N LATITUDE
95° 44' 02.95" W LONGITUDE
APPROXIMATE CENTER
OF PROJECT
PER GOOGLE EARTH
BROKEN ARROW,
WAGONER COUNTY, OK

INDEX	
Title	Number
Project Cover	C101
Project Notes	C102
Site	C103

BEFORE YOU DIG CALL



PROJECT NAME:
DB PROCESSING STEEL LAYDOWN YARD
PROJECT LOCATION:
9750 S 219TH, BROKEN ARROW, OKLAHOMA
PROJECT OWNER: GOUG BURGESS
918-619-6452



GENERAL CONSTRUCTION NOTES

- C-1 PROJECT WILL BE CONSTRUCTED UNDER THE 2009 ODOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING THE ROAD TO LOCAL AND THROUGH TRAFFIC. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT OF TEMPORARY PAVEMENT MARKINGS.
- C-2 THE CONTRACTOR SHALL UTILIZE THE CALL-OKIE SYSTEM (1-800-522-6543 OR 811) 48 HOURS IN ADVANCE OF EXCAVATION.
- C-3 NOT USED CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER SERVICE CONNECTIONS TO THE BUSINESS IN WORKING ORDER AT ALL TIMES EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR SERVICES TO BE RE-INSTATED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT.
- C-4 THE CONTRACTOR SHALL MAKE THE NECESSARY PROVISIONS FOR THE SUPPORT AND PROTECTION OF ALL UTILITY POLES, GAS MAINS, TELEPHONE CABLES, SANITARY SEWER LINES, ELECTRIC CABLES, DRAINAGE PIPES, UTILITY SERVICES, AND ALL OTHER STRUCTURES BOTH ABOVE AND BELOW GROUND DURING CONSTRUCTION. THE CONTRACTOR IS LIABLE FOR ALL DAMAGES DONE TO SUCH EXISTING FACILITIES AS A RESULT OF THE CONTRACTORS OPERATIONS.
- C-5 THE CONTRACTOR SHALL SUBMIT WRITTEN REQUEST TO THE OWNER FOR APPROVAL OF ALL AREAS TO BE USED FOR STAGING, MOBILIZATION, EQUIPMENT AND MATERIAL STORAGE AND GENERAL PROJECT CONSTRUCTION MANAGEMENT. REQUEST SHALL BE SUBMITTED TO THE OWNER WITHIN 5 DAYS OF THE NOTICE TO PROCEED.
- C-6 CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GENERAL SAFETY AT AND ADJACENT TO THE PROJECT AREA, INCLUDING THE PERSONAL SAFETY OF THE CONSTRUCTION CREW AND THE GENERAL PUBLIC AND THE SAFETY OF PUBLIC AND PRIVATE PROPERTY.
- C-7 CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STREETS AND SIDEWALKS ADJACENT TO PROJECT FREE OF MUD AND DEBRIS CAUSED BY CONSTRUCTION ACTIVITIES.
- C-8 NO EQUIPMENT OR MATERIAL SHALL BE DEPOSITED ON PRIVATE PROPERTY WITHOUT WRITTEN PERMISSION. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES RESULTING FROM SUCH ACTS AND SHALL REMOVE THE MATERIAL AND RESTORE THE PROPERTY AT THE EXPENSE OF THE CONTRACTOR.
- C-9 THE LOCATIONS OF DRIVEWAYS, STEPS, AND RETAINING WALL, TC AND ALL WATER, SANITARY, STORM SEWER, TELEPHONE, GAS, ELECTRIC, AND CABLE TELEVISION UTILITIES SHOWN ON THE PLAN ARE APPROXIMATE. ACCURATE LOCATIONS SHALL BE VERIFIED AT THE TIME OF CONSTRUCTION AFTER CONSULTATION WITH THE PROPERTY OWNERS AND THE RESPECTIVE COMPANIES.
- C-10 THE CONTRACTOR PERSONNEL SHALL WEAR IDENTIFYING CLOTHING OR HATS AT ALL TIMES.
- C-11 CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE HOURS OF 7:00 AM TO 7:00 PM UNLESS APPROVED OR DIRECTED BY THE OWNER.
- C-12 CONSTRUCTION DEBRIS SUCH AS BROKEN CONCRETE, EXCESS FILL, ETC SHALL BECOME THE PROPERTY OF THE CONTRACTOR. MATERIAL SHALL BE COMPLETELY REMOVED FROM THE SITE PRIOR TO ACCEPTANCE OF THE PROJECT. ALL MATERIAL SHALL BE DISPOSED IN A MANNER THAT IS IN COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
- C-13 OPERATION OF ALL WATER VALVES SHALL BE PERFORMED BY THE OWNER OF THE UTILITY. THIS WORK SHALL BE DISCUSSED WITH THE UTILITY 72 HOURS IN ADVANCE OF THE NEED TO COMMENCE SUCH WORK.
- C-14 ALL HALL TRUCKS USED IN THE HAULING OF MATERIAL SHALL COVER THEIR BEDS WITH A HEAVY COTTON, CANNAS OR VINYL TARP.

QUANTITY NOTES

ALL QUANTITIES GIVEN ARE FOR INFORMATIONAL PURPOSES. THE ACTUAL QUANTITY INSTALLED MAY VARY.

GEO-TECHNICAL NOTES

NO GEO-TECHNICAL INVESTIGATION HAS BEEN MADE. CONTRACTOR MUST SATISFY THEMSELVES AS TO THE PRESENCE OF ROCK OR OTHER CONSTRUCTION HINDRANCES

CLEARING NOTES

CONTRACTOR IS RESPONSIBLE FOR THE CLEARING

PROJECT INFO

THERE IS AN 8 FT WIDE BUFFER OUTSIDE THE REGULATED WETLAND.

THE FINAL AND EXITING GRADES ALONG THE BUFFER LINE ARE THE SAME ELEVATION

THE FINAL SURFACE WILL BE GRAVEL SO NO IMPERVIOUS SURFACE WILL BE ADDED.

DARYL WORLEY, P.E.
2655 SE Evergreen Drive
Bartlesville, OK 74005
918-440-3186
daryl.worley@sbcoj.org/ret



Daryl Leland
8-6-2025

9750 S 219TH DB
PROCESSING
LAY DOWN
YARD
BROKEN ARROW, OK

DRAWINGS ISSUED FOR

SKETCH
PLAN FOR
DISCUSSION

REVISIONS

REVISIONS
NUMBER

DATE

DESIGN BY: DLW

DRAWN BY: DLW

CHECKED BY: RC

PROJECT NUMBER

3025001

DATE:

DRAWING TITLE

PROJECT NOTES

SHEET

C102

EXHIBIT C

EXHIBIT D

COACH PORT - PUD 193

A part of the NE/4 of Section 20, T-18-N, R-15-E, of the I.B. & M,
City of Broken Arrow, Wagoner County, State of Oklahoma.

Addition has 1 Lot in 1 Block
and contains 7.18 acres, more or less.

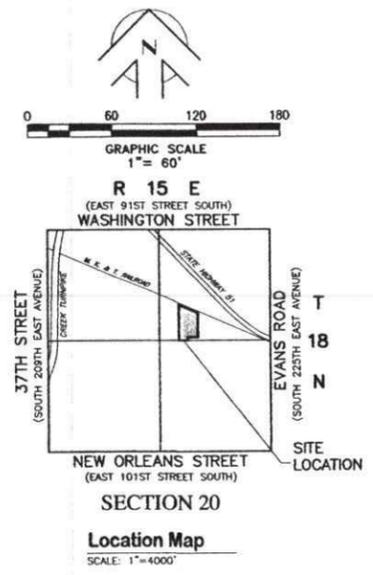
BACKFLOW PREVENTER CHART

LOT NO.	FINISH FLOOR ELEVATION	UPSTREAM MANHOLE
1	705.50	705.90

A BACKFLOW PREVENTER VALVE IS REQUIRED FOR THIS PROJECT

APPROVED 5-5-09 by the
City Council of the City of Broken Arrow,
Oklahoma.

Mike Letour
Mayor
Mary E. Bluger
Attest: City Clerk 4-7-10 J.S.



OWNER
Coach Port, LLC
8321 East 61st Street
Suite 207
Tulsa, OK 74133
(918) 359-6006

SURVEYOR
White Surveying Company
9936 E. 55th Place
Tulsa, Oklahoma 74146
(918) 663-6924
Certificate of Authorization No. CA1098
Expires June 30, 2011

ENGINEER
Khoury Engineering, Inc.
1435 East 41st Street
Tulsa, Oklahoma 74105
(918) 712-8768
Certificate of Authorization No. 3751
Expires June 30, 2011

BASIS OF BEARING
THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE RECORDED PLAT OF VENTURE 777 BEING ASSUMED N 00°07'45" W.

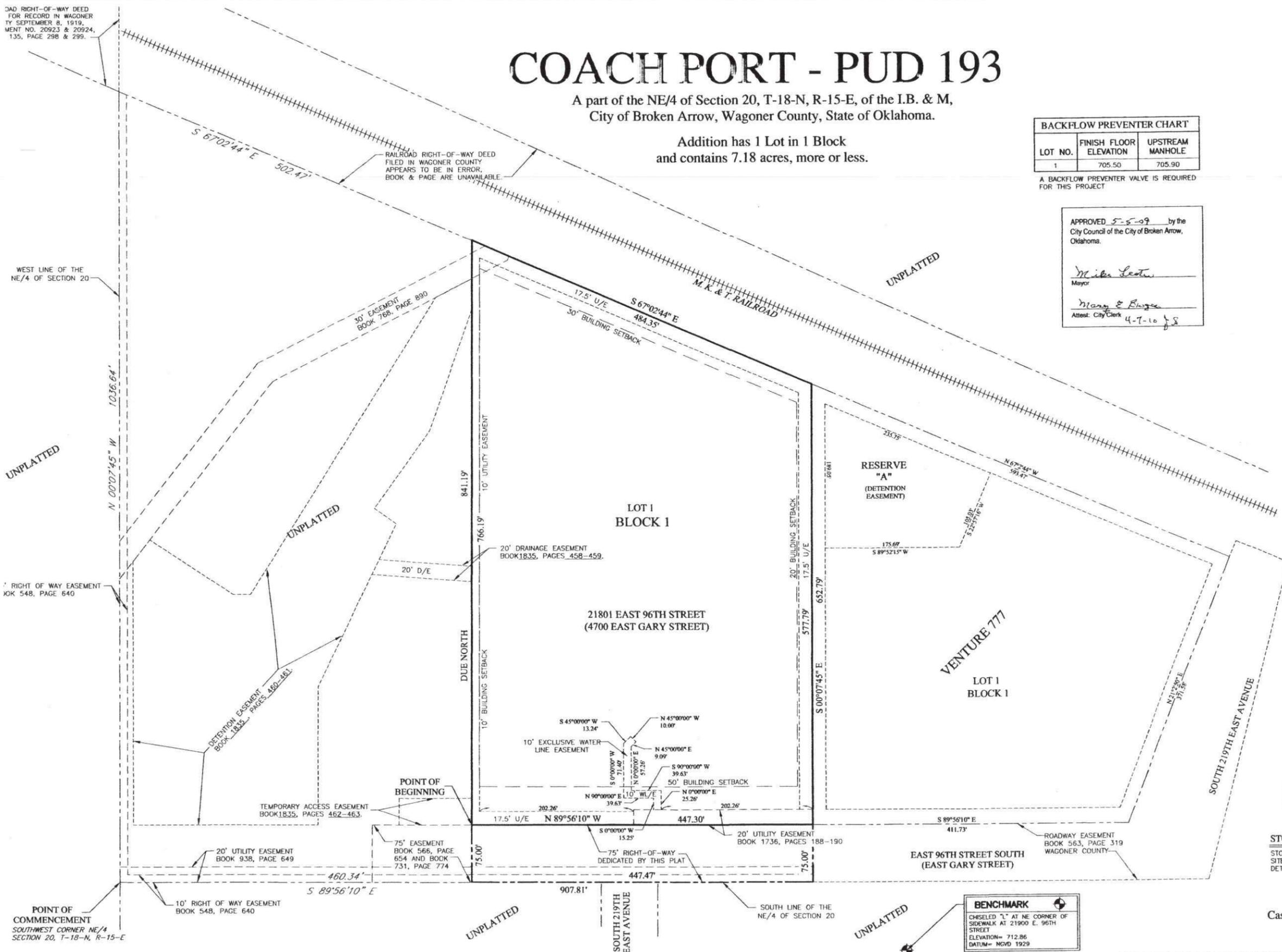
MONUMENTATION
ALL CORNERS WERE MONUMENTED BY WHITE SURVEYING COMPANY AS NOTED ON PLAT. USING A NO. 3 REBAR WITH PLASTIC CAP #CA 1098 UNLESS OTHERWISE NOTED.

LEGEND
B/L = BUILDING LINE
D/E = DRAINAGE EASEMENT
R.O.W. ESMT. = RIGHT-OF-WAY EASEMENT
U/E = UTILITY EASEMENT
W/E = EXCLUSIVE WATER LINE EASEMENT

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

STORMWATER DISPOSITION NOTE:
STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH DETENTION DETERMINATION #DD-121108-60.

COACH PORT
Case No. PT08-122, Development No. 08-169
March 22, 2010
SHEET 1 OF 2



BENCHMARK
CHISELED "L" AT NE CORNER OF
SIDEWALK AT 21900 E. 96TH
STREET
ELEVATION= 712.86
DATUM= NGVD 1929

EXHIBIT E

FENCE NOTES:

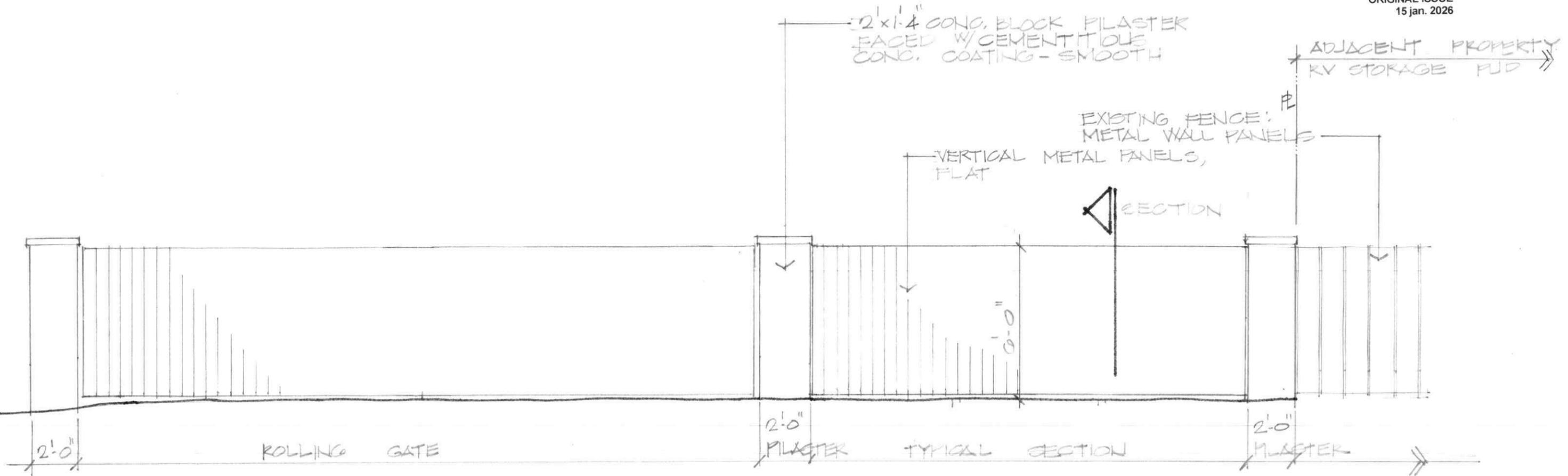
- South fence:
8' high screen fence. Smooth metal panels, factory finished. Vertical panel design, +/- 6" panel appearance. CMU w/ cementitious coating pilasters at +/- 18' center to center. Or existing fence.
- East fence:
No fence, same zoning for both PUDs.
- North fence:
Existing wire fence between PUD and railroad to remain.
- West fence:
6' high chain link or opaque fence.

rob coday
architect llc
13721 w 168th pl s
sapulpa, ok 74066

918 636 0574
email: rcodayarch@yahoo.com

**zoning change
and
PUD
for
D&B PROCESSING
LAYDOWN YARD**
broken arrow, oklahoma

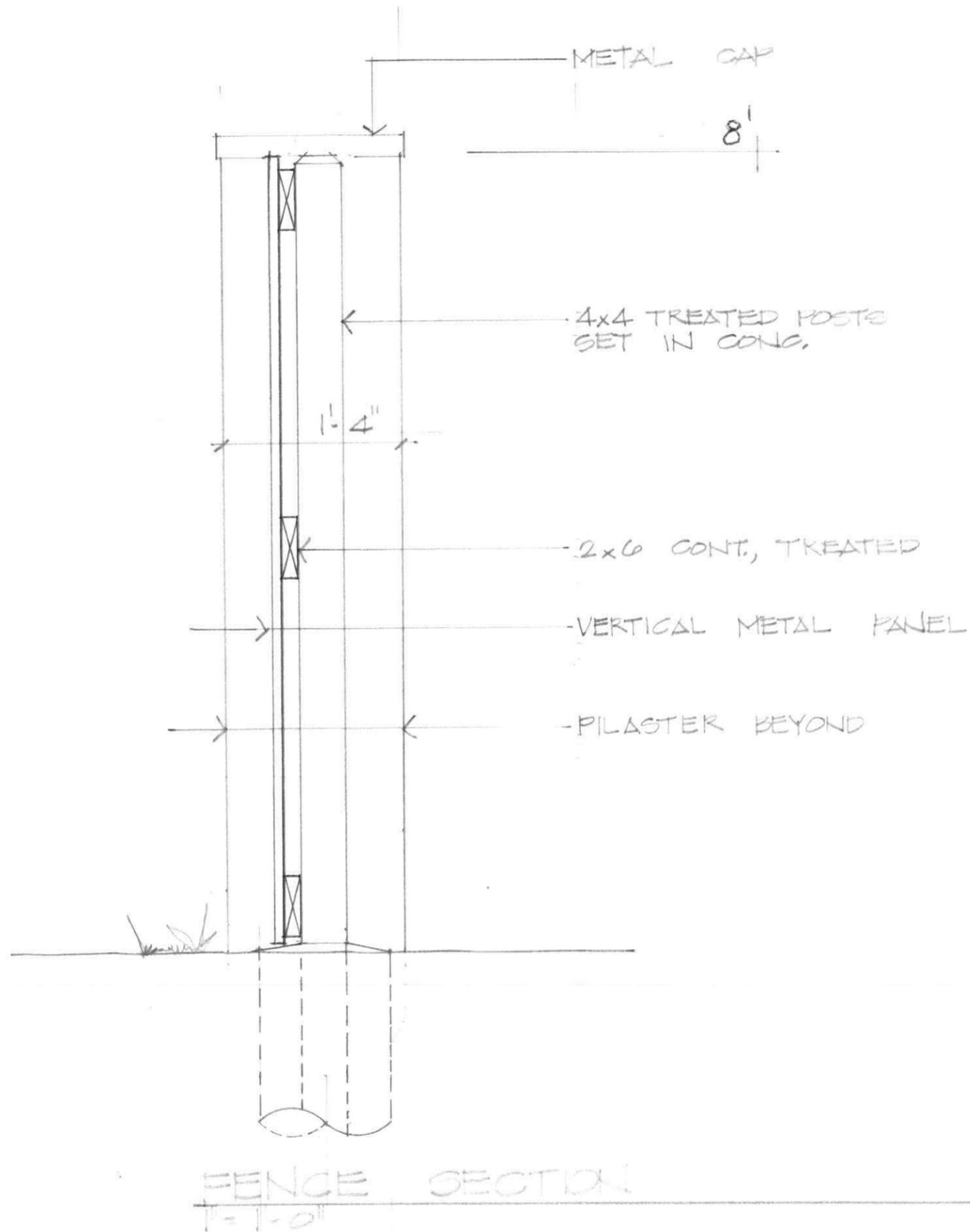
ORIGINAL ISSUE
15 jan. 2026



ELEVATION @ FENCE
1/2" = 1'-0"

REVISION :

A200



rob coday
 architect llc
 13721 w 168th pl s
 sapulpa, ok 74066

918 636 0574
 email: rcodayarch@yahoo.com

**zoning change
 and
 PUD**
 for
**D&B PROCESSING
 LAYDOWN YARD**
 broken arrow, oklahoma

ORIGINAL ISSUE
 15 jan. 2026

REVISION :

A300



City of Broken Arrow

Request for Action

File #: 26-233, Version: 1

**Broken Arrow City Council
Meeting of: 02-03-2026**

Title:

Acceptance of a Utility Easement for Parcel 36.0, consisting of 8,750.02 square feet of utility easement, and a Temporary Construction Easement for Parcel 36.1, consisting of 14,000.03 square feet of temporary construction easement, located at 9201 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 Ryan Edward Brown, as Trustee of the Brown-Antoshkiw Living Trust, dated October 21, 2024, and authorization of payment in the amount of \$6,609.00 for the County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcels 36.0 and 36.1 (Project No. 2154250)

Background:

The attached Utility Easement and Temporary Construction Easement are being conveyed to the City of Broken Arrow, a municipal corporation, from Ryan Edward Brown, as Trustee of the Brown-Antoshkiw Living Trust, dated October 21, 2024, the owner. Parcel 36.0 consists of 8,750.02 square feet of utility easement, and Parcel 36.1 consists of 14,000.03 square feet of temporary construction easement, located at 9201 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. Ryan Edward Brown, as Trustee of the Brown-Antoshkiw Living Trust, dated October 21, 2024, has accepted the following offer, subject to City Council approval:

Permanent Easement:

Parcel 36.0 8,750.02 SQUARE FEET (SF) @ \$0.83/SF x 75% = \$5,447

Temporary Construction Easement:

Parcel 36.1 14,000.03 SQUARE FEET (SF) @ \$0.83/SF x 10% = \$1,162

Total Just Compensation Amount (Rounded) = \$6,609

A copy of the signed acceptance of the City's offer is attached, as are the Utility Easement and Temporary Construction Easement. Payment of the compensation amount is on the February 3, 2026, City Council Claims List.

Cost: \$6,609.00

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

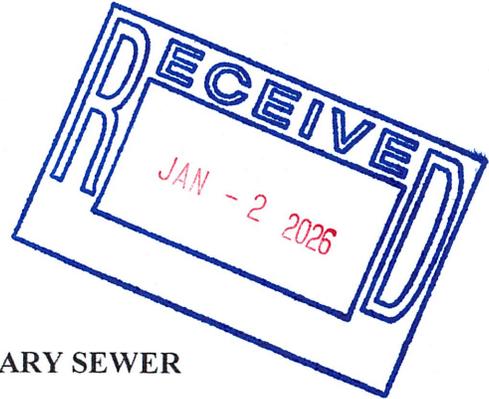
Recommendation:

Accept the Utility Easement and Temporary Construction Easement.



December 3, 2025

Brown-Antoshkiw Living Trust
9201 S 193rd E Ave
Broken Arrow, OK 74013



**RE: COUNTY LINE TRUNK SEWER PHASE II B-SANITARY SEWER
IMPROVEMENTS, CORRECTED OFFER LETTER
PROJECT NO. 2154250, PARCEL NOs. 36.0 & 36.1**

PROPERTY LOCATION: WAGONER COUNTY ASSESSOR PARCEL NO.730096150

Ryan Brown:

The City of Broken Arrow has completed the design phase and is beginning the easement acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City, subject to City Council approval:

Permanent Easements:

Parcel 36.0 8,750.02 SQUARE FEET (SF) @ \$0.83/SF x 75% = \$5,447

Temporary Construction Easements:

Parcel 36.1 14,000.03 SQUARE FEET (SF) @ \$0.83/SF x 10% = \$1,162

Total Just Compensation Amount (Rounded) = **\$6,609**

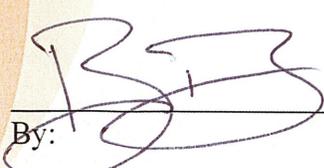
By your signature on this letter, you have accepted the City's offer of \$6,609.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

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

By: 

MLS/ao
enc

AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF Tulsa)§

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

Brown-Antoshkiw Living Trust, dated October 21, 2024

By: *REB*
Ryan Edward Brown, Trustee

14th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of Jan, 2026, personally appeared Ryan Edward Brown, as Trustee of the Brown-Antoshkiw Living Trust, dated October 21, 2024, 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

Angel Lemon
NOTARY PUBLIC





CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Livestock may be present— Contractor to ensure temporary or permanent fencing is in place during construction.

Fencing that is damaged during construction will be replaced with new or like-kind materials by the Contractor.

Any damage to the driveway will be repaired/replaced by the Contractor after construction.

Terms for Payment:

Owner's request for payment in the amount of: \$6,609.00

Owner's Mailing Address: 9201 S 193RD E AVE
Broken Arrow, OK 74014

Owner Requests Check:

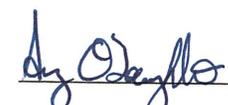
- Mailed to above address
- Mailed to above address by Certified Mail
- Call me and I will pick it up
- Delivered by Agent

Check Payable to: Brown-Antoshkiw Living Trust

Signature/Date:

Owner/s: 
Ryan Edward Brown, Trustee

Date: 1-14-26

Agent: 

Date: 1-26-26

Project: 2154250 County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcels 36.0 and 36.1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **Ryan Edward Brown, as Trustee of the Brown-Antoshkiw Living Trust, dated October 21, 2024**, 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, 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 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 14th day of January 2026.

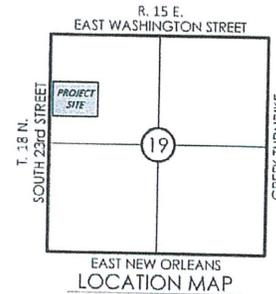
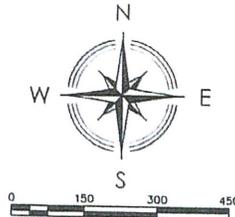
Brown-Antoshkiw Living Trust, dated October 21, 2024

By: 
Ryan Edward Brown, Trustee

EXHIBIT "A" TEMPORARY EASEMENT

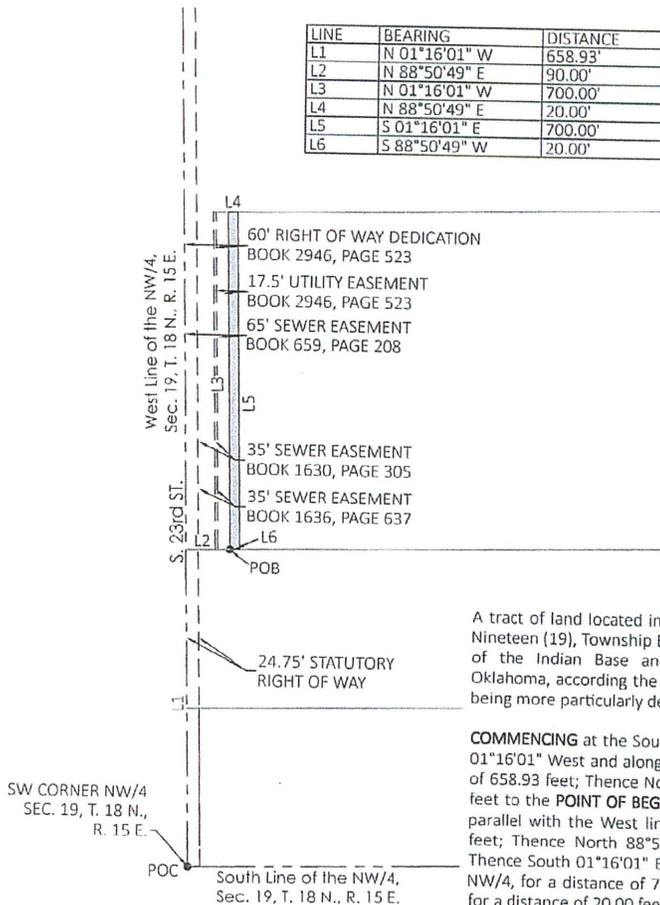
OWNER:
Brown-Antoshkiw Living Trust
PROPERTY ID:
730096150

STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System,
North Zone, 3501, NAD 83 (1993)



LEGEND
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
 Temporary Easement
14,000.03 s.f. or 0.32 acres, more or less

LINE	BEARING	DISTANCE
L1	N 01°16'01" W	658.93'
L2	N 88°50'49" E	90.00'
L3	N 01°16'01" W	700.00'
L4	N 88°50'49" E	20.00'
L5	S 01°16'01" E	700.00'
L6	S 88°50'49" W	20.00'



A tract of land located in the Northwest Quarter (NW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southwest corner of said NW/4; Thence North 01°16'01" West and along the West line of said NW/4, for a distance of 658.93 feet; Thence North 88°50'49" East, for a distance of 90.00 feet to the **POINT OF BEGINNING**; thence North 01°16'01" West and parallel with the West line of said NW/4, for a distance of 700.00 feet; Thence North 88°50'49" East, for a distance of 20.00 feet; Thence South 01°16'01" East and parallel with the West line of said NW/4, for a distance of 700.00 feet; Thence South 88°50'49" West, for a distance of 20.00 feet to the **POINT OF BEGINNING**.



Nathaniel J. Reed
Oklahoma License # 1744

3.14.2025
Date



HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, (918) 234-4850 Office
Tulsa, Oklahoma 74146 (918) 893-5552 Fax
Certificate of Authorization No. 4656 Expires June 30, 2025

PARCEL: TEMPORARY ESMT.	PROJECT No.: 161027
DRAWING: PARCEL 36.1	DATE: MARCH 2025
REVISION:	DRAWN: JLN
	SCALE: 1:300'
	CHECKED: NJR
	SHEET NO.: 1 OF 1

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Ryan Edward Brown, as Trustee of the Brown-Antoshkiw Living Trust, dated October 21, 2024**, the owner(s), 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 by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do 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 **WAGONER** County, State of Oklahoma to wit:

SEE EXHIBIT "A"

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 14th day of January, 2026.

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

Brown-Antoshkiw Living Trust, dated October 21, 2024

By: 
Ryan Edward Brown, Trustee

STATE OF Oklahoma
COUNTY OF Tulsa) §

14th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of Jan 2026, personally appeared Ryan Edward Brown, as Trustee of the Brown Antoshkiw Living Trust, dated October 21, 2024, 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.



Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

NOTARY PUBLIC

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

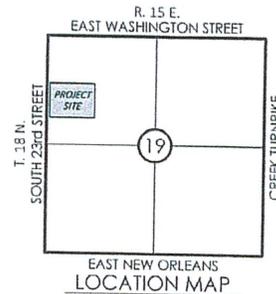
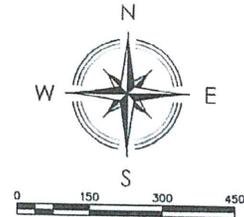
City Clerk

Engineer: ELR Date: 1/26/26
Project: 2154250 County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements
Parcel 36.1

EXHIBIT "A" PERMANENT EASEMENT

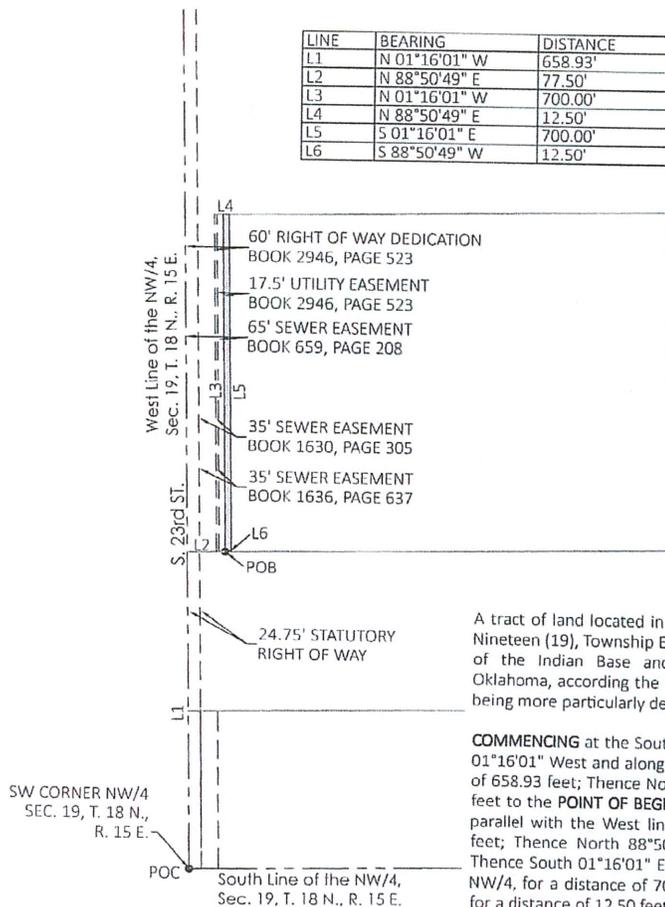
OWNER:
Brown-Antoshkiw Living Trust
PROPERTY ID:
730096150

STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System,
North Zone, 3501, NAD 83 (1993)



LEGEND
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
Permanent Easement
8,750.02 s.f. or 0.20 acres, more or less

LINE	BEARING	DISTANCE
L1	N 01°16'01" W	658.93'
L2	N 88°50'49" E	77.50'
L3	N 01°16'01" W	700.00'
L4	N 88°50'49" E	12.50'
L5	S 01°16'01" E	700.00'
L6	S 88°50'49" W	12.50'



A tract of land located in the Northwest Quarter (NW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southwest corner of said NW/4; Thence North 01°16'01" West and along the West line of said NW/4, for a distance of 658.93 feet; Thence North 88°50'49" East, for a distance of 77.50 feet to the **POINT OF BEGINNING**; thence North 01°16'01" West and parallel with the West line of said NW/4, for a distance of 700.00 feet; Thence North 88°50'49" East, for a distance of 12.50 feet; Thence South 01°16'01" East and parallel with the West line of said NW/4, for a distance of 700.00 feet; Thence South 88°50'49" West, for a distance of 12.50 feet to the **POINT OF BEGINNING**.

NATHANIEL J. REELIS
 Nathaniel J. Reelis 1744
 Oklahoma P.L.S. #1744
 Date: 3.14.2025



HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, (918) 234-4859 Office
Tulsa, Oklahoma 74146 (918) 893-5552 Fax
Certificate of Authorization No. 4056 Expires June 30, 2025

PARCEL: PERMANENT EASEMENT	PROJECT No.: 161027
DRAWING: PARCEL 36.0	DATE: MARCH 2025
REVISION:	DRAWN: JLN
	SCALE: 1:300'
	CHECKED: NJR
	SHEET NO.: 1 OF 1



City of Broken Arrow

Request for Action

File #: 26-199, **Version:** 1

Broken Arrow City Council
Meeting of: 02-03-2026

Title:

Acceptance of a Utility Easement from Hackberry Market, LLC, on property located on the northeast corner of West Tucson Street (121st Street South) and South Aspen Avenue (South 145th East Avenue, Tulsa County, State of Oklahoma, (Section 34, T18N, R14E) (EASE-002529-2025)

Background:

Hackberry Market, LLC is dedicating a general utility easement for water, sanitary sewer, or other utilities. The conditional final plat for PR-000784-2024|PT-002050-2025, Hackberry Market was approved by the Planning Commission on March 27, 2025.

The dedication of the utility easement shown in Exhibit A has been reviewed by Staff and is recommended for acceptance.

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Deed of Dedication
Exhibit A

Recommendation:

Accept the general utility easement.

**UTILITY EASEMENT
CORPORATE or PARTNERSHIP**

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, Hackberry Market, LLC by Christopher N. Challis, its Manager, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand, receipt of which is acknowledged, do hereby assign, grant and convey 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:

See EXHIBIT "A"

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, 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 Grantee may interfere with the construction of the applicable utilities.

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 have caused this instrument to be executed this 7th day of November 2025.

Hackberry Market, LLC

By 
Christopher N. Challis, Manager

State of Oklahoma)
) ss.
County of Tulsa)

Before me, the undersigned Notary Public, in and for said County and State, on this 7th day of November 2025, personally appeared Christopher N. Challis, for Hackberry Market, LLC, known to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its Manager and as the free and voluntary act and deed of such corporation 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: 5/23/29




Notary Public

Approved as to Form:

Asst. City Attorney

Approved as to Substance:

City Manager

Engineer _____ checked: _____ Project:

UTILITY EASEMENT

Exhibit "A"

SHEET 1 OF 3

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN LOT FOUR (4) AND FIVE (5), BLOCK ONE (1), HACKBERRY MARKET, AN ADDITION TO THE CITY OF BROKEN ARROW AND BEING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4, SW/4) OF SECTION THIRTY FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION THIRTY FOUR (34) (P.O.C.); THENCE N88°41'16"E AND ALONG THE SOUTH LINE OF SAID SW/4 FOR A DISTANCE OF 566.82 FEET; THENCE NORTH N01°18'44"W FOR A DISTANCE OF 77.50 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING 17.5-FOOT UTILITY EASEMENT AND THE **POINT OF BEGINNING** (P.O.B.); THENCE N01°57'48"W FOR A DISTANCE OF 440.24 FEET; THENCE N41°35'02"E FOR A DISTANCE OF 43.12 FEET; THENCE N01°48'38"W FOR A DISTANCE OF 105.53 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING 15-FOOT WIDE UTILITY EASEMENT; THENCE N62°55'36"E AND ALONG SAID SOUTH LINE FOR A DISTANCE OF 16.59 FEET; THENCE S01°48'38"E FOR A DISTANCE OF 118.58 FEET; THENCE S41°35'02"W FOR A DISTANCE OF 43.10 FEET; THENCE S01°57'48"E FOR A DISTANCE OF 98.03 FEET; THENCE N88°02'12"E FOR A DISTANCE OF 10.33 FEET; THENCE S00°00'00"E FOR A DISTANCE OF 14.99 FEET; THENCE S87°56'02"W FOR A DISTANCE OF 9.82 FEET; THENCE S01°57'48"E FOR A DISTANCE OF 120.84 FEET; THENCE N88°02'12"E FOR A DISTANCE OF 10.69 FEET; THENCE S01°57'48"E FOR A DISTANCE OF 15.00 FEET; THENCE S88°02'12"W FOR A DISTANCE OF 10.69 FEET; THENCE S01°57'48"E FOR A DISTANCE OF 185.55 FEET; THENCE S88°41'16"W AND PARALLEL TO THE SOUTH LINE OF THE SW/4 OF SAID SECTION 34 FOR A DISTANCE OF 15.00 FEET AND RETURNING TO THE **POINT OF BEGINNING (P.O.B.)**.

SAID EASEMENT CONTAINING 9198.80 SQUARE FEET OR 0.21 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). SAID BEARINGS ARE BASED LOCALLY ON THE SOUTH LINE OF THE SW/4, SEC. 34, T-18-N, R-14-E, I.B. & M. AS N88°41'16"E.

UTILITY EASEMENT

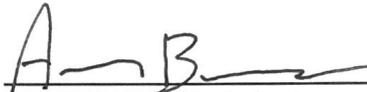
Exhibit "A"

SHEET 2 OF 3

SURVEYOR'S CERTIFICATE

I, AARON BURNS, 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 7TH DAY OF NOVEMBER 2025.



AARON BURNS, P.L.S.
OKLAHOMA NO. 1923
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2027

SURVEYOR'S LAST SITE VISIT: NOVEMBER 21, 2024



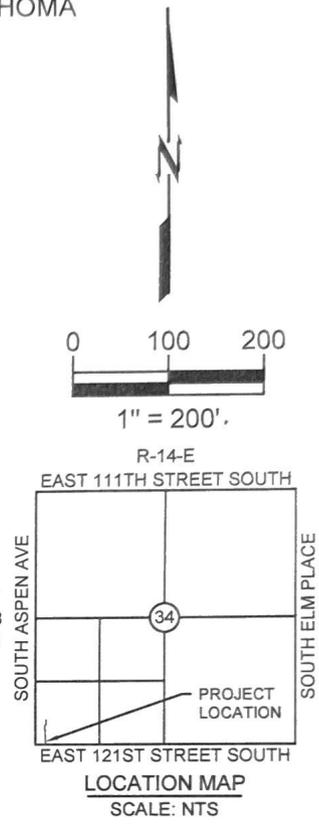
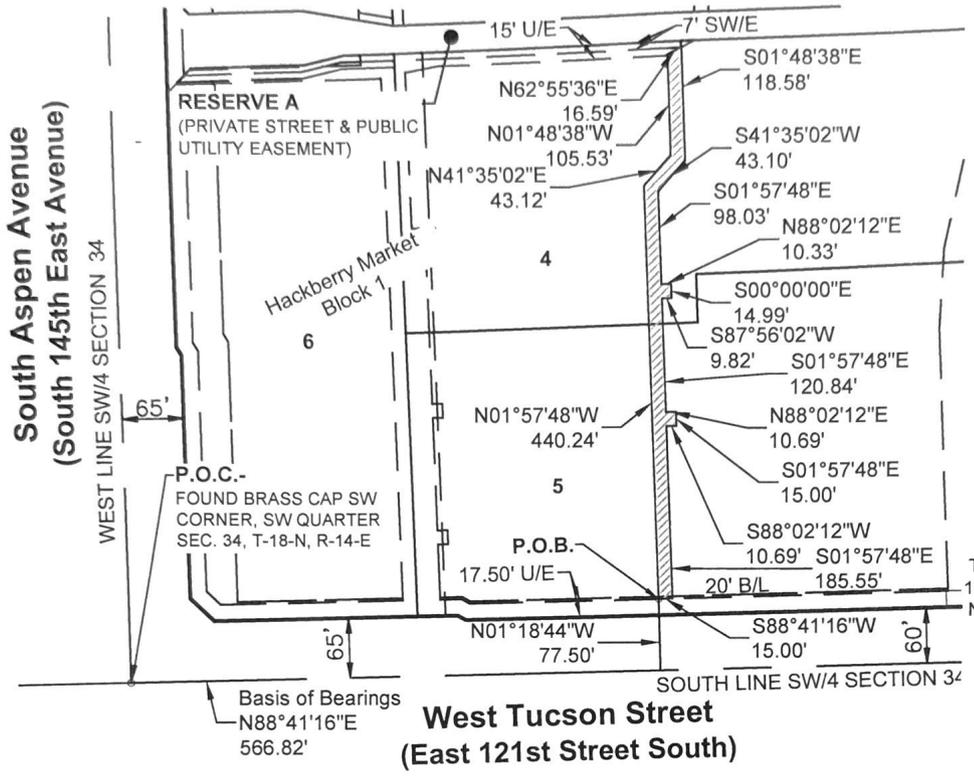
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design
collective

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

Utility Easement Exhibit "A"

SHEET 3 OF 3

A PART OF THE SW/4 OF THE SW/4 OF SEC. 34, T.18 N., R.14 E., I.B. & M., CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



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 SOUTH LINE OF THE SW/4, SEC. 34, T-18-N, R-14-E, I.B. & M. AS N88°41'16\"E.

SURVEYOR'S LAST SITE VISIT:

NOVEMBER 21, 2024

LEGEND

- B/L = BUILDING SETBACK LINE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY
- SW/E = SIDEWALK EASEMENT
- U/E = UTILITY EASEMENT

CERTIFICATION

I, AARON BURNS, 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 7TH DAY OF NOVEMBER 2025.



Aaron Burns
 AARON BURNS P.L.S.
 OKLAHOMA NO. 1923
 CERT. OF AUTH. NO. 1460
 EXP. DATE JUNE 30, 2027



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 structural · civil · landscape · survey
 123 north martin luther king jr. blvd.
 tulsa, oklahoma 74103
 918.584.5858 · 800.364.5858
 wallace.design

Exhibit "A"

CLOSURE REPORT

North: 367136.6480' East: 2615351.6023'

Segment #1 : Line

Course: N01° 57' 48"W Length: 440.24'

North: 367576.6295' East: 2615336.5197'

Segment #2 : Line

Course: N41° 35' 02"E Length: 43.12'

North: 367608.8826' East: 2615365.1391'

Segment #3 : Line

Course: N01° 48' 38"W Length: 105.53'

North: 367714.3599' East: 2615361.8049'

Segment #4 : Line

Course: N62° 55' 36"E Length: 16.59'

North: 367721.9106' East: 2615376.5770'

Segment #5 : Line

Course: S01° 48' 38"E Length: 118.58'

North: 367603.3898' East: 2615380.3236'

Segment #6 : Line

Course: S41° 35' 02"W Length: 43.10'

North: 367571.1516' East: 2615351.7174'



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structural civil landscape survey
123 north martin luther king jr boulevard
tulsa, oklahoma 74103
918.584.5858 800.364.5858
wallace.design

Exhibit "A"

CLOSURE REPORT

Segment #7 : Line

Course: S01° 57' 48"E Length: 98.03'

North: 367473.1792' East: 2615355.0759'

Segment #8 : Line

Course: N88° 02' 12"E Length: 10.33'

North: 367473.5331' East: 2615365.3998'

Segment #9 : Line

Course: S00° 00' 00"E Length: 14.99'

North: 367458.5431' East: 2615365.3998'

Segment #10 : Line

Course: S87° 56' 02"W Length: 9.82'

North: 367458.1890' East: 2615355.5862'

Segment #11 : Line

Course: S01° 57' 48"E Length: 120.84'

North: 367337.4200' East: 2615359.7262'

Segment #12 : Line

Course: N88° 02' 12"E Length: 10.69'

North: 367337.7862' East: 2615370.4099'

Segment #13 : Line

Course: S01° 57' 48"E Length: 15.00'

North: 367322.7950' East: 2615370.9238'



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wallace design collective, pc
structural civil landscape survey
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tulsa, oklahoma 74103
918 584 5858 800 364 5858
wallace.design

Exhibit "A"

CLOSURE REPORT

Segment #14 : Line

Course: S88° 02' 12"W Length: 10.69'

North: 367322.4288' East: 2615360.2401'

Segment #15 : Line

Course: S01° 57' 48"E Length: 185.55'

North: 367136.9877' East: 2615366.5970'

Segment #16 : Line

Course: S88° 41' 16"W Length: 15.00'

North: 367136.6442' East: 2615351.6010'

Perimeter: 1258.10' Area: 9198.79 Sq. Ft.

Error Closure: 0.0040 Course: S19° 04' 04"W

Error North: -0.00377 East: -0.00130

Precision 1: 314525.00



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



City of Broken Arrow

Request for Action

File #: 26-210, Version: 1

**Broken Arrow City Council
Meeting of: 02-03-2026**

Title:

Acceptance of a Water Line Easement from Regent Bank, on property generally located one-quarter mile south of the southwest corner of W. Albany Street (61st Street) and Elm Place (161st E. Avenue), Tulsa County, State of Oklahoma, (Section 3, T18N, R14E) (EASE-002517-2023)

Background:

Regent Bank is dedicating an easement for purpose of correcting alignment of the existing waterline at the northeast corner of Lot 1 Block 1 of Regent Corner. The conditional final plat for Regent Corner, PUD-156 (Planned Unit Development) for PR-000199-2023|PT-000828-2023, was approved by the City Council on July 31, 2023. The final plat was filed August 27, 2024 with Tulsa County.

The dedication of the northeast water line easement shown in Exhibit A has been reviewed by Staff and is recommended for acceptance.

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Deed of Dedication
Exhibit A

Recommendation:

Accept the water line easement.

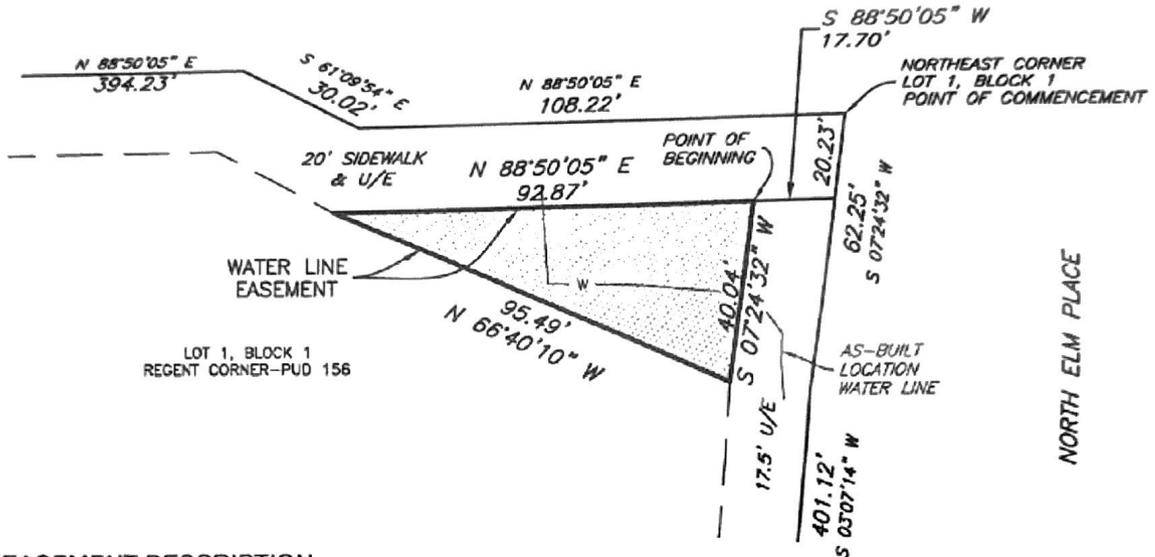
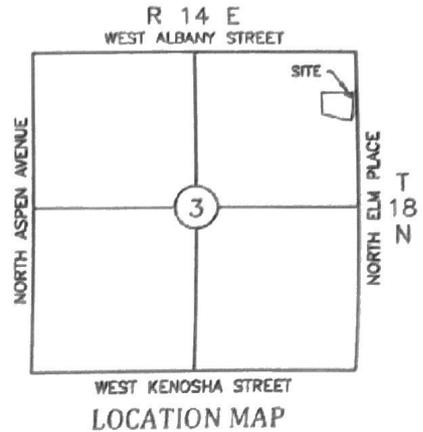
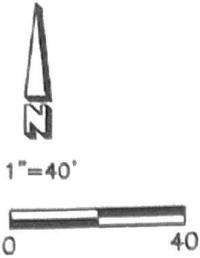


WHITE SURVEYING COMPANY

• 9936 EAST 65TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-6924

**EXHIBIT "A"
WATER LINE
EASEMENT**

PART OF LOT 1, BLOCK 1,
REGENT CORNER-PUD 156,
CITY OF BROKEN ARROW, TULSA
COUNTY, STATE OF OKLAHOMA



WATER LINE EASEMENT DESCRIPTION:

A TRACT OF LAND LOCATED IN LOT ONE (1), BLOCK ONE (1), REGENT CORNER - PUD 156, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE (1), THENCE SOUTH 07°24'32" WEST ALONG THE EAST LINE OF SAID LOT ONE (1), FOR 20.23 FEET; THENCE SOUTH 88°50'05" WEST FOR 17.70 FEET TO THE INTERSECTION OF THE WEST LINE OF AN EXISTING 17.50 FOOT WIDE UTILITY EASEMENT AND THE SOUTH LINE OF A 20.00 FOOT WIDE SIDEWALK AND UTILITY EASEMENT AND THE POINT OF BEGINNING; THENCE SOUTH 07°24'32" WEST ALONG SAID WEST LINE FOR 40.04 FEET; THENCE NORTH 66°40'10" WEST FOR 95.49 FEET TO THE SOUTH LINE OF SAID 20.00 FOOT WIDE SIDEWALK AND UTILITY EASEMENT; THENCE NORTH 88°50'05" EAST ALONG SAID SOUTH LINE FOR 92.87 FEET TO THE POINT OF BEGINNING.

WATER LINE EASEMENT DESCRIPTION PREPARED BY JOHN L. LIBBY, JR., PLS 1806 ON JULY 27, 2025. BASIS OF BEARINGS IS THE OKLAHOMA STATE PLAN COORDINATE SYSTEM NAD 83 (2011) AND THE NORTH LINE OF LOT ONE (1), BLOCK ONE (1), REGENT CORNER - PUD 156 BEING NORTH 88°50'05" EAST.

**WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION
NO. CA1098**



BY: *John L. Libby Jr.* DATE: 7/29/2025
REGISTERED PROFESSIONAL LAND SURVEYOR OKLAHOMA NO. 1806



City of Broken Arrow

Request for Action

File #: 26-211, Version: 1

**Broken Arrow City Council
Meeting of: 02/03/2026**

Title:

Ratification of the Claims List Check Register Dated January 26, 2026

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from January 13, 2026 through January 26, 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 \$4,229,008.02 for the various funds.

Governmental Funds	\$1,954,420.10
BAMA	\$1,563,190.16
BAEDA	<u>\$ 711,397.76</u>
Total	\$4,229,008.02

A summary by funds and detail are attached.

Cost: \$1,954,420.10

Funding Source: General Fund and Miscellaneous Funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated January 26, 2026

Recommendation:..recommend

Ratify Claims List Check Register dated 01/26/2026

City of Broken Arrow
Check Register by Fund



RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	440,212.42	648
220	BA MUNICIPAL AUTHORITY	1,563,190.16	778
227	CVB-HOTEL MOTEL	58,756.35	27
329	VEHICLE REPLACEMENT FUND	118,093.05	4
330	SALES TAX CAPITAL IMPROVEMENT	531,585.82	13
331	POLICE ENHANCEMENTS	1,812.00	1
333	CEMETERY FUND	34,646.83	1
342	STREET LIGHT FUND	37,043.68	10
343	STREET SALES TAX FUND	119,448.32	13
344	PS SALES TAX POLICE	261,613.46	335
345	PS SALES TAX FIRE	90,019.16	214
592	2014 BOND ISSUE	1,747.25	1
593	2018 BOND ISSUE	125,491.06	13
660	WORKERS COMPENSATIONS	45,750.16	4
661	GROUP HEALTH AND LIFE	3,159.40	4
770	DEBT SERVICE GO BOND	76,273.25	4
882	AGENCY FUND DEPOSITS	8,767.89	7
887	ECONOMIC DEVELOP AUTHORITY	711,397.76	2
Total		4,229,008.02	2,079

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
01/15/2026	335591	4513 BOAZ & ASSOCIATES, PC	2026	2026 ANNUAL SUBSCRIPTION 2026-BOAZ	1101010 560280		2026/7	325.00
					Total For Check # 335591			325.00
01/15/2026	335594	38 CITY OF BROKEN ARROW	PC 09/2025	PETTY CASH SEPT 2025	110 110300		2026/7	729.34
			PC 10/2025	PETTY CASH OCTOBER 2025	110 110300		2026/7	1,223.56
			PC 11/2025	PETTY CASH NOVEMBER 2025	110 110300		2026/7	240.27
			PC 12/2025	PETTY CASH DECEMBER 2025	110 110300		2026/7	884.05
					Total For Check # 335594			3,077.22
01/15/2026	335595		PC 11/2025A	NOV 2025 PETTY CASH LOCKBOX 21040-	110 110300		2026/7	1,980.00
					Total For Check # 335595			1,980.00
01/15/2026	335596	183 CLEET	DECEMBER 2025	COURT REPORT DECEMBER 2025	110 449010		2026/7	-18.93
					Total For Check # 335596			-18.93
01/15/2026	335598	4479 DAVID GRAHAM PARKER	PDR 01212026	PER DIEM FOR EMINENT DOMAIN	1101010 550030		2026/7	216.00
					Total For Check # 335598			216.00
01/15/2026	335600	3963 HEIDI SULLIVAN WILDEN	EMP 01142026	REIMBURSMENT	1101501 530110		2026/7	51.25
					Total For Check # 335600			51.25
01/15/2026	335614	551 NATIONAL RECREATION &	20226625	NRPA Directors School Admission Jody	1106002 530110		2026/7	3,200.00
					Total For Check # 335614			3,200.00
01/15/2026	335615	101 OKLAHOMA BAR ASSOCIATION	617122	617122	1101010 530850		2026/7	365.00
			624063	624063	1101010 530850		2026/7	350.00
			31096 2026 DUES	OBA#31096 RACHEL FIELDS 2026 ANNUAL	1101010 530850		2026/7	350.00
			34814 2026 DUES	34814 ZACHARY WALDROUP ANNUAL	1101010 530850		2026/7	350.00
					Total For Check # 335615			1,415.00
01/15/2026	335617	835 STATE OF OKLAHOMA	DECEMBER 2025	COURT REPORT DECEMBER 2025	110 449010		2026/7	-135.31
					Total For Check # 335617			-135.31

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
01/15/2026	335620	999905 OTP - TORT CLAIMS	TRT1760.2026	TRT1760.2026 DAMAGES TO CAR BAFD	1101700 550090		2026/7	3,449.00
					Total For Check # 335620			3,449.00
01/15/2026	335650	5548 TRAVIS STEPHENS	EMP 01042026	RELOCATION EXPENSE	1101700 550860		2026/7	5,000.00
					Total For Check # 335650			5,000.00
01/15/2026	335651	167 TULSA COUNTY HEALTH	4TH QRT 2025	OCT, NOV, DEC 2025	1101700 550100		2026/7	1,316.00
					Total For Check # 335651			1,316.00
01/15/2026	335655	1092 WESTLAKE HARDWARE INC	8038763	BLANKET PO FOR MISC ITEMS	1106000 560180		2026/7	11.56
			8038767	BLANKET PO FOR MISC ITEMS	1106000 560180		2026/7	11.56
					Total For Check # 335655			23.12
01/15/2026	335656	149 AMERICAN ELECTRIC	284-103-0-3 12292025	FY26 ANNUAL AGREEMENT 953-284-103-0-	1105315 550250		2026/7	117.96
			183-137-4-1 12222025	FY26 ANNUAL AGREEMENT 951-183-137-4-	1106004 550250		2026/7	2,962.38
			454-130-1-4 12312025	FY26 ANNUAL AGREEMENT 956-454-130-1-	1105310 550250		2026/7	266.67
			058-747-0-7 12312025	FY26 ANNUAL AGREEMENT SINGLES	1106000 550410		2026/7	225.90
			550-797-0-3 12312025	FY26 ANNUAL AGREEMENT SINGLES	1106000 550410		2026/7	164.07
			308-466-0-4 12312025	FY26 ANNUAL AGREEMENT SINGLES	1106000 550400		2026/7	73.39
			827-595-4-4 12302025	FY26 ANNUAL AGREEMENT 955-827-595-4	1106002 550250		2026/7	5,006.37
			827-595-4-4 12302025	FY26 ANNUAL AGREEMENT 955-827-595-4	1106000 550460		2026/7	1,548.99
			390-007-0-2 12162025	FY26 ANNUAL AGREEMENT SINGLES	1106000 550250		2026/7	50.89
			913-008-1-1 12182025	FY26 ANNUAL AGREEMENT 953-913-008-1	1106000 550250		2026/7	5,947.51
			913-008-1-1 12182025	FY26 ANNUAL AGREEMENT 953-913-008-1	1106000 550470		2026/7	4,144.62
					Total For Check # 335656			20,508.75
01/15/2026	335658	4935 AMAZON.COM SALES INC	1KXJ-FGJ9-LRCN	Recreation Supplies	1106002 560330		2026/7	71.85
			1JQ3-PWHQ-9PMY	office supplies	1101102 560030		2026/7	85.29
			13LF-KN7Y-VDJN	Misc IT HW	1101200 560230		2026/7	37.02
			11WT-1T3V-WV6V	ITEM: Brother Genuine DK-1201 Die-Cut	1101400 560030		2026/7	211.76
			1KNK-MND9-9CWN	gaff tape for comms dept	1101315 560230		2026/7	42.02

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			NAME	INVOICE	DESCRIPTION			
				1FQ9-CV7N-9H1W	Misc IT HW		2026/7	205.40
				1FQ9-CV7N-9H1W	Misc IT HW	1101200 560240	2026/7	189.95
				14YF-LKQF-9MFL	OFFICE SUPPLIES	1101800 560230	2026/7	38.99
				1DQJ-P44D-M3PC	WILLIAM OFFICE SUPPLIES	1101501 560030	2026/7	9.69
				1DQJ-P44D-M3PC	WILLIAM OFFICE SUPPLIES	1101501 560230	2026/7	13.13
				1DQJ-P44D-M3PC	WILLIAM OFFICE SUPPLIES	1101501 560240	2026/7	149.80
				1GMV-DFDC-4L16	WILLIAM OFFICE SUPPLY	1101501 560230	2026/7	54.89
				1XLM-X1H1-4FPT	OFFICE SUPPLIES	1101501 560230	2026/7	3.57
				1DXG-7HXG-PG6X	Office Supplies	1101102 560030	2026/7	33.24
				1DXG-7HXG-PG6X	Office Supplies	1101102 560230	2026/7	17.50
				14NC-L9YC-46HQ	office Supplies	1101102 560030	2026/7	11.34
				17H6-RPWY-6LGG	Recreation Supplies NPCC	1106002 560330	2026/7	16.98
				1PM4-DJ3D-1GTTN	ITEM: Madisi Golf Pencils, #2 HB Half	1101700 560230	2026/7	38.99
				19PM-RXGN-V3PW	Recreation Supplies NPCC	1106002 560330	2026/7	49.48
				1M3K-W1XP-1F6X	Items needed for Sign Shop-Requested Cody	1105315 560230	2026/7	10.11
				1LCT-M49W-H9DY	Phone Case for Cemetery	1106005 560230	2026/7	17.95
				1F64-PKDJ-F16K	Binders for Pools	1106002 560030	2026/7	16.14
				1TCW-4PGR-QTTN	RECREATION SUPPLIES NPCC	1106002 560330	2026/7	195.60
				1MR6-JRHY-G9FP	Paper Towels for Mtn	1106000 560300	2026/7	62.41
				1M3C-JMFT-LCKQ	Recreation Supplies CPCC & RH	1106002 560330	2026/7	252.66
				1TMY-J7XG-DK6	Office Supplies	1101102 560030	2026/7	316.46
				1WGX-HVQ3-7HMF	Recreation Supplies CPCC & RH	1106002 560330	2026/7	194.11
				1T4C-YJY9-4MCQ	Materials and Supplies/Uniforms	1105300 560030	2026/7	18.58
				19NK-WJV9-6YKM	Office Supplies	1105300 560030	2026/7	45.25
					Total For Check #	335658		2,410.16
01/15/2026	335659	5180 AMERICAN MEDICAL GAS		4010	BLANKET PO FOR EMS OXYGEN AND	1106002 560340	2026/7	122.00
				4016	BLANKET PO FOR EMS OXYGEN AND	1106002 560340	2026/7	62.00
					Total For Check #	335659		184.00
01/15/2026	335662	4846 APAC-CENTRAL, INC.		7002371333	BLANKET PO FOR ASPHALT (PRIMARY	1105300 560800	2026/7	314.37
				7002367645	BLANKET PO FOR ASPHALT (PRIMARY	1105300 560800	2026/7	1,750.23

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			7002375427	BLANKET PO FOR ASPHALT (PRIMARY	1105300 560800		2026/7	252.00
			7002383652	BLANKET PO FOR ASPHALT (PRIMARY	1105300 560800		2026/7	240.12
			7002379660	BLANKET PO FOR ASPHALT (PRIMARY	1105300 560800		2026/7	603.20
			7002379639	BLANKET PO FOR ASPHALT (PRIMARY	1105300 560800		2026/7	95.13
				Total For Check #	335662			3,255.05
01/15/2026	335663	1468 ARLEDGE & ASSOCIATES, P.C.	52835	SINGLE AUDIT	1101501 530810		2026/7	5,926.20
				Total For Check #	335663			5,926.20
01/15/2026	335664	885 ATWOOD DISTRIBUTING LP	3734	BLANKET PO SAFETY SHOES & MISC	1105300 560230		2026/7	5.99
				Total For Check #	335664			5.99
01/15/2026	335665	5106 AYE-YAH LLC	138134	WINDOW CLEANING SERVICE RFP 25.172	1101700 540070		2026/7	323.44
			138134	WINDOW CLEANING SERVICE RFP 25.172	1106001 540070		2026/7	283.44
			138134	WINDOW CLEANING SERVICE RFP 25.172	1106004 540070		2026/7	987.10
				Total For Check #	335665			1,593.98
01/15/2026	335668	4666 BLUEJAY PROPERTIES LLC	FEB 2026	REAL PROPERTY RENTAL OR LEASE	1101315 540330		2026/7	1,750.00
				Total For Check #	335668			1,750.00
01/15/2026	335677	1183 CARD QUEST	132343	Card Quest Badges and Supplies	1101200 560230		2026/7	1,208.00
				Total For Check #	335677			1,208.00
01/15/2026	335679	3492 CAROLYN JEAN KEY	DECEMBER 2025	DECEMBER ZUMBA COURSES	1106002 550280		2026/7	47.22
				Total For Check #	335679			47.22
01/15/2026	335683	633 CHICKASAW TELECOM INC	INV#64091	Meraki Wireless Licenses	1101200 540550		2026/7	3,223.50
				Total For Check #	335683			3,223.50
01/15/2026	335685	37 CINTAS CORPORATION	9353441492	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00
			9353432559	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00
			9353441497	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				9353441685	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00
				9353441680	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	297.00
				9353440723	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	396.00
				9353441474	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00
				9353440720	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	297.00
				9353440251	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00
				9353437031	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00
				9353440256	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	198.00
				9353415454	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00
				9353406589	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00
				9353430254	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00
				9353365006	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00
				9353364049	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00
				9353364034	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00
				9353360846	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00
				9353357560	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00
				9353253800	BLANKET PO FOR ALL DEPARTMENT USE	1101400 540330		2026/7	48.41
				9353253795	BLANKET PO FOR ALL DEPARTMENT USE	1101315 540330		2026/7	50.00
				9353253799	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00
				9353241758	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	198.00
				9353253793	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102 540330		2026/7	99.00
						Total For Check # 335685			3,167.41
01/15/2026	335687	1391	CLEAN THE UNIFORM CO	52172164	52172164 JAN 2, 2026	1106002 540330		2026/7	33.17
				52171063	52171063	1101415 540310		2026/7	51.30
				52172158	52172158	1101415 540310		2026/7	51.30
				52171689	52171689	1106002 540330		2026/7	26.19
				52170592	52170592	1106005 540330		2026/7	1.32
				52172163	RENTAL CHARGES FOR DIVISION	1106000 540310		2026/7	137.41
				52172163	RENTAL CHARGES FOR DIVISION	1106000 540330		2026/7	0.34
				52171688	RENTAL CHARGESS FOR DIVISION	1106000 540310		2026/7	33.04
				52171688	RENTAL CHARGESS FOR DIVISION	1106003 540310		2026/7	47.68

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR				PROJECT		
		NAME	INVOICE	DESCRIPTION	G/L NUMBER		YEAR/PERIOD	AMOUNT
					Total For Check # 335687			381.75
01/15/2026	335690	474 CMRS-POC	DECEMBER 2025	DECEMBER US POSTAL SERVICE	1101700 550390		2026/7	3,474.55
					Total For Check # 335690			3,474.55
01/15/2026	335696	4532 CRYSTAL LAKE FISHERIES, INC	21081	Trout Stocking Event Park	1106002 560330		2026/7	1,698.75
			21119	Trout Stocking Event Park	1106002 560330		2026/7	1,698.75
					Total For Check # 335696			3,397.50
01/15/2026	335698	375 CURTIS SPRAGUE	75A0A294-0007	75A0A294-0007	1101102 530870		2026/7	120.00
					Total For Check # 335698			120.00
01/15/2026	335699	4794 DAIHOS FIRST CHOICE	TU-947136	TU-947136 JAN 5, 2026	1101400 560230		2026/7	70.20
					Total For Check # 335699			70.20
01/15/2026	335703	5513 EDWARDS CAPITOL PARTNERS	OCT 2025	LOBBYIST CONTRACT FY2026	1101700 530870		2026/7	5,000.00
			NOV 2025	LOBBYIST CONTRACT FY2026	1101700 530870		2026/7	5,000.00
					Total For Check # 335703			10,000.00
01/15/2026	335705	64 FEDERAL EXPRESS	1119-1744-2 12182025	1119-1744-2 DEC 18, 2025 9-107-58923	1101200 540550		2026/7	10.34
					Total For Check # 335705			10.34
01/15/2026	335707	1948 FOREST ELLIOTT	01012026	MARTIAL ARTS INSTRUCTOR	1106002 550280		2026/7	630.00
					Total For Check # 335707			630.00
01/15/2026	335714	1244 GRANICUS, INC.	221789	221789 DEC 31, 2025	1101800 540550		2026/7	3,541.39
					Total For Check # 335714			3,541.39
01/15/2026	335716	79 GREEN ACRE SOD FARMS	13934	BL;ANKET PO FOR BERMUDA SOD	1106000 560700		2026/7	17.10
					Total For Check # 335716			17.10
01/15/2026	335721	5440 HHM FACILITY MANAGEMENT,	169459	CUSTODIAL BID# 25.161	1105300 540070		2026/7	67.70

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	PROJECT	G/L NUMBER	YEAR/PERIOD	AMOUNT
NAME	INVOICE	DESCRIPTION				
	169459	CUSTODIAL BID# 25.161		1101700 540280	2026/7	99.80
	169459	CUSTODIAL BID# 25.161		1106002 540280	2026/7	164.53
	169460	CUSTODIAL BID# 25.161		1105300 540070	2026/7	60.18
	169460	CUSTODIAL BID# 25.161		1101700 540280	2026/7	88.70
	169460	CUSTODIAL BID# 25.161		1106002 540280	2026/7	146.25
	169461	CUSTODIAL BID# 25.161		1105300 540070	2026/7	52.66
	169461	CUSTODIAL BID# 25.161		1101700 540280	2026/7	77.61
	169461	CUSTODIAL BID# 25.161		1106002 540280	2026/7	127.97
	169462	CUSTODIAL BID# 25.161		1105300 540070	2026/7	4.89
	169462	CUSTODIAL BID# 25.161		1101700 540280	2026/7	7.21
	169462	CUSTODIAL BID# 25.161		1106002 540280	2026/7	11.88
	169463	CUSTODIAL BID# 25.161		1105300 540070	2026/7	21.06
	169463	CUSTODIAL BID# 25.161		1101700 540280	2026/7	31.05
	169463	CUSTODIAL BID# 25.161		1106002 540280	2026/7	51.19
	169464	CUSTODIAL BID# 25.161		1105300 540070	2026/7	36.11
	169464	CUSTODIAL BID# 25.161		1101700 540280	2026/7	53.22
	169464	CUSTODIAL BID# 25.161		1106002 540280	2026/7	87.75
	169465	CUSTODIAL BID# 25.161		1105300 540070	2026/7	37.61
	169465	CUSTODIAL BID# 25.161		1101700 540280	2026/7	55.45
	169465	CUSTODIAL BID# 25.161		1106002 540280	2026/7	91.40
	169466	CUSTODIAL BID# 25.161		1105300 540070	2026/7	47.01
	169466	CUSTODIAL BID# 25.161		1101700 540280	2026/7	69.32
	169466	CUSTODIAL BID# 25.161		1106002 540280	2026/7	114.25
	169467	CUSTODIAL BID# 25.161		1105300 540070	2026/7	186.18
	169467	CUSTODIAL BID# 25.161		1101700 540280	2026/7	274.44
	169467	CUSTODIAL BID# 25.161		1106002 540280	2026/7	452.45
	169468	CUSTODIAL BID# 25.161		1105300 540070	2026/7	9.03
	169468	CUSTODIAL BID# 25.161		1101700 540280	2026/7	13.31
	169468	CUSTODIAL BID# 25.161		1106002 540280	2026/7	21.94
	169469	CUSTODIAL BID# 25.161		1105300 540070	2026/7	15.04
	169469	CUSTODIAL BID# 25.161		1101700 540280	2026/7	22.18
	169469	CUSTODIAL BID# 25.161		1106002 540280	2026/7	36.56

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		NAME	INVOICE	DESCRIPTION				
			169470	CUSTODIAL BID# 25.161	1105300 540070		2026/7	56.42
			169470	CUSTODIAL BID# 25.161	1101700 540280		2026/7	83.15
			169470	CUSTODIAL BID# 25.161	1106002 540280		2026/7	137.11
			169471	CUSTODIAL BID# 25.161	1105300 540070		2026/7	13.16
			169471	CUSTODIAL BID# 25.161	1101700 540280		2026/7	19.41
			169471	CUSTODIAL BID# 25.161	1106002 540280		2026/7	31.99
			169472	CUSTODIAL BID# 25.161	1105300 540070		2026/7	112.83
			169472	CUSTODIAL BID# 25.161	1101700 540280		2026/7	166.32
			169472	CUSTODIAL BID# 25.161	1106002 540280		2026/7	274.21
					Total For Check # 335721			3,530.53
01/15/2026	335723	4978 HIPOWER SYSTEMS OKLAHOMA,	2025190	BLANKET PO FOR BID# 26.122	1101700 540280		2026/7	154.27
			2025190	BLANKET PO FOR BID# 26.122	1101700 540280		2026/7	154.28
			2025190	BLANKET PO FOR BID# 26.122	1105300 540280		2026/7	154.28
					Total For Check # 335723			462.83
01/15/2026	335726	1206 ID WHOLESALER	INV7702587	PRINTER INK FOR ID MACHINES	1106002 560030		2026/7	396.00
					Total For Check # 335726			396.00
01/15/2026	335727	115 INCOG	227709 A	FY26 ANNUAL AGREEMENT	1101400 530870		2026/7	1,707.67
					Total For Check # 335727			1,707.67
01/15/2026	335729	23 J D YOUNG COMPANY INC	1310556	LEASE & USAGE CHARGE FY26	1101010 540330		2026/7	221.58
			1310556	LEASE & USAGE CHARGE FY26	1101102 540330		2026/7	186.02
			1310556	LEASE & USAGE CHARGE FY26	1101200 540330		2026/7	181.66
			1310556	LEASE & USAGE CHARGE FY26	1101315 540330		2026/7	93.45
			1310556	LEASE & USAGE CHARGE FY26	1101400 540330		2026/7	321.95
			1310556	LEASE & USAGE CHARGE FY26	1101415 540330		2026/7	94.06
			1310556	LEASE & USAGE CHARGE FY26	1101700 540330		2026/7	217.58
			1310556	LEASE & USAGE CHARGE FY26	1101800 540330		2026/7	306.66
			1310556	LEASE & USAGE CHARGE FY26	1105300 540330		2026/7	176.68
			1310556	LEASE & USAGE CHARGE FY26	1106000 540330		2026/7	264.28

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				1310556	LEASE & USAGE CHARGE FY26	1106002 540330		2026/7	269.26
				1310556	LEASE & USAGE CHARGE FY26	1101010 540550		2026/7	80.34
				1310556	LEASE & USAGE CHARGE FY26	1101102 540550		2026/7	254.41
				1310556	LEASE & USAGE CHARGE FY26	1101200 540550		2026/7	8.75
				1310556	LEASE & USAGE CHARGE FY26	1101315 540550		2026/7	28.34
				1310556	LEASE & USAGE CHARGE FY26	1101400 540550		2026/7	117.46
				1310556	LEASE & USAGE CHARGE FY26	1101415 540550		2026/7	66.57
				1310556	LEASE & USAGE CHARGE FY26	1101700 540550		2026/7	58.69
				1310556	LEASE & USAGE CHARGE FY26	1101800 540550		2026/7	92.55
				1310556	LEASE & USAGE CHARGE FY26	1105300 540550		2026/7	37.12
				1310556	LEASE & USAGE CHARGE FY26	1106000 540550		2026/7	47.05
				1310556	LEASE & USAGE CHARGE FY26	1106002 540550		2026/7	62.10
				1310556	LEASE & USAGE CHARGE FY26	1101010 560230		2026/7	1.79
				1310556	LEASE & USAGE CHARGE FY26	1101102 560230		2026/7	3.83
				1310556	LEASE & USAGE CHARGE FY26	1101200 560230		2026/7	3.83
				1310556	LEASE & USAGE CHARGE FY26	1101315 560230		2026/7	1.84
				1310556	LEASE & USAGE CHARGE FY26	1101400 560230		2026/7	3.83
				1310556	LEASE & USAGE CHARGE FY26	1101415 560230		2026/7	1.84
				1310556	LEASE & USAGE CHARGE FY26	1101700 560230		2026/7	1.84
				1310556	LEASE & USAGE CHARGE FY26	1101800 560230		2026/7	3.83
				1310556	LEASE & USAGE CHARGE FY26	1105300 560230		2026/7	3.83
				1310556	LEASE & USAGE CHARGE FY26	1106000 560230		2026/7	5.59
				1310556	LEASE & USAGE CHARGE FY26	1106002 560230		2026/7	5.59
					Total For Check #	335729			3,224.20
01/15/2026	335730	2221 JOSEPHINE SHAW		DECEMBER 2025	DECEMBER 2025 GYMNASTICS COURSES	1106002 550280		2026/7	315.00
					Total For Check #	335730			315.00
01/15/2026	335731	5131 KEVIN BEHE		15429	CITY COUNCIL 07/14/25	1101200 540070		2026/7	0.22
				15429	CITY COUNCIL 07/14/25	1101700 540070		2026/7	1.19
				15429	CITY COUNCIL 07/14/25	1105300 540070		2026/7	0.57
				15429	CITY COUNCIL 07/14/25	1106000 540070		2026/7	1.00

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		NAME	INVOICE	DESCRIPTION			
	15429		15429	CITY COUNCIL 07/14/25	1106002 540070	2026/7	1.14
	15429		15429	CITY COUNCIL 07/14/25	1106005 540070	2026/7	0.29
	15475		15475	CITY COUNCIL 07/14/25	1101200 540070	2026/7	0.34
	15475		15475	CITY COUNCIL 07/14/25	1101700 540070	2026/7	1.99
	15475		15475	CITY COUNCIL 07/14/25	1105300 540070	2026/7	0.96
	15475		15475	CITY COUNCIL 07/14/25	1106000 540070	2026/7	1.67
	15475		15475	CITY COUNCIL 07/14/25	1106002 540070	2026/7	1.91
	15475		15475	CITY COUNCIL 07/14/25	1106005 540070	2026/7	0.48
	15358		15358	CITY COUNCIL 07/14/25	1101200 540070	2026/7	0.28
	15358		15358	CITY COUNCIL 07/14/25	1101700 540070	2026/7	1.59
	15358		15358	CITY COUNCIL 07/14/25	1105300 540070	2026/7	0.76
	15358		15358	CITY COUNCIL 07/14/25	1106000 540070	2026/7	1.34
	15358		15358	CITY COUNCIL 07/14/25	1106002 540070	2026/7	1.53
	15358		15358	CITY COUNCIL 07/14/25	1106005 540070	2026/7	0.38
	15357		15357	CITY COUNCIL 07/14/25	1101200 540070	2026/7	0.29
	15357		15357	CITY COUNCIL 07/14/25	1101700 540070	2026/7	1.59
	15357		15357	CITY COUNCIL 07/14/25	1105300 540070	2026/7	0.76
	15357		15357	CITY COUNCIL 07/14/25	1106000 540070	2026/7	1.33
	15357		15357	CITY COUNCIL 07/14/25	1106002 540070	2026/7	1.53
	15357		15357	CITY COUNCIL 07/14/25	1106005 540070	2026/7	0.38
	15356		15356	CITY COUNCIL 07/14/25	1101200 540070	2026/7	0.28
	15356		15356	CITY COUNCIL 07/14/25	1101700 540070	2026/7	1.59
	15356		15356	CITY COUNCIL 07/14/25	1105300 540070	2026/7	0.76
	15356		15356	CITY COUNCIL 07/14/25	1106000 540070	2026/7	1.34
	15356		15356	CITY COUNCIL 07/14/25	1106002 540070	2026/7	1.53
	15356		15356	CITY COUNCIL 07/14/25	1106005 540070	2026/7	0.38
	15355		15355	CITY COUNCIL 07/14/25	1101200 540070	2026/7	0.43
	15355		15355	CITY COUNCIL 07/14/25	1101700 540070	2026/7	2.38
	15355		15355	CITY COUNCIL 07/14/25	1105300 540070	2026/7	1.15
	15355		15355	CITY COUNCIL 07/14/25	1106000 540070	2026/7	2.00
	15355		15355	CITY COUNCIL 07/14/25	1106002 540070	2026/7	2.29
	15355		15355	CITY COUNCIL 07/14/25	1106005 540070	2026/7	0.57

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			15359	CITY COUNCIL 07/14/25	1101200 540070		2026/7	0.47
			15359	CITY COUNCIL 07/14/25	1101700 540070		2026/7	2.58
			15359	CITY COUNCIL 07/14/25	1105300 540070		2026/7	1.24
			15359	CITY COUNCIL 07/14/25	1106000 540070		2026/7	2.17
			15359	CITY COUNCIL 07/14/25	1106002 540070		2026/7	2.48
			15359	CITY COUNCIL 07/14/25	1106005 540070		2026/7	0.62
			15335	CITY COUNCIL 07/14/25	1101200 540070		2026/7	0.34
			15335	CITY COUNCIL 07/14/25	1101700 540070		2026/7	1.99
			15335	CITY COUNCIL 07/14/25	1105300 540070		2026/7	0.96
			15335	CITY COUNCIL 07/14/25	1106000 540070		2026/7	1.67
			15335	CITY COUNCIL 07/14/25	1106002 540070		2026/7	1.91
			15335	CITY COUNCIL 07/14/25	1106005 540070		2026/7	0.48
					Total For Check # 335731			55.13
01/15/2026	335732	124 KIMS INTERNATIONAL	0154598-IN	BLANKET PO - MISC. FITTINGS	1106003 560200		2026/7	96.23
					Total For Check # 335732			96.23
01/15/2026	335738	131 LOCKE SUPPLY COMPANY	57036474-00	BLANKET PO FOR PLUMBING &	1105300 560180		2026/7	3.07
			57036430-00	BLANKET PO FOR PLUMBING &	1105300 560180		2026/7	39.39
			56926231-00	BLANKET PO FOR PLUMBING &	1105300 560180		2026/7	39.42
			56958447-00	BLANKET PO FOR PLUMBING &	1105300 560180		2026/7	9.54
					Total For Check # 335738			91.42
01/15/2026	335740	4290 HEIDI HARTMAN	4242	COBA U LUNA SOL CONSULTING	1101102 550890		2026/7	4,331.00
					Total For Check # 335740			4,331.00
01/15/2026	335746	777 MTTA	000000000087246	FY26 AGREEMENT	1101700 540280		2026/7	29,767.48
					Total For Check # 335746			29,767.48
01/15/2026	335747	1377 MUSKOGEE MARBLED GRANITE	198387	BLANKET ORDER FOR NICHE	1106005 540280		2026/7	125.00
					Total For Check # 335747			125.00

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01/15/2026	335750	25 NAPA AUTO PARTS		022392	FR3Z1A189C	1106003 560190		2026/7	445.98
				022455	05113	1105300 560230		2026/7	16.71
				022468	MTP65HD	1105300 560200		2026/7	267.34
				022483	1348	1101800 560200		2026/7	4.25
				022483	5W20BULK	1101800 560210		2026/7	16.90
				022484	7060	1101415 560200		2026/7	4.25
				022484	5W20BULK	1101415 560210		2026/7	23.66
				022486	9080XL	1105300 560230		2026/7	15.56
				022491	F013989	1105300 560190		2026/7	201.68
				022492	HPI250040	1105300 560230		2026/7	172.22
				022498	735320	1105300 560200		2026/7	101.00
				022593	786144	1106005 560200		2026/7	23.94
				022594	1348	1105300 560200		2026/7	4.25
				022594	1455	1105300 560200		2026/7	35.11
				022594	6489	1105300 560200		2026/7	24.41
				022594	6490	1105300 560200		2026/7	18.51
				022594	15W40BULK	1105300 560210		2026/7	23.34
				022596	FT7974	1106000 560200		2026/7	64.93
				022596	FT7973B	1106000 560200		2026/7	64.26
				022596	2413	1106000 560200		2026/7	6.34
				022601	3096932	1105300 560210		2026/7	26.79
				022606	992155	1106000 560200		2026/7	225.60
				022606	1074829	1106000 560200		2026/7	4.10
				022606		1106000 560200		2026/7	25.00
				022355	1372	1105315 560200		2026/7	4.25
				022355	9883	1105315 560200		2026/7	12.73
				022355	5W30BULK	1105315 560210		2026/7	29.40
						Total For Check # 335750			1,862.51
01/15/2026	335751			022464	230084	1101800 560200		2026/7	11.04
				022464	PKA0F3	1101800 560230		2026/7	3.64
				022474	1802061	1105300 560200		2026/7	0.01

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			022494	5W20BULK	1101800 560210		2026/7	3.38
			022589	RTU1DEX	1105300 560200		2026/7	9.30
			022602	3166	1105300 560200		2026/7	5.56
			022607	PKA0F3	1106003 560230		2026/7	3.64
			022357	2413	1106000 560230		2026/7	3.17
			022357	FEB1	1106000 560230		2026/7	4.91
			022365	91916R91	1106000 560200		2026/7	13.81
					Total For Check # 335751			58.46
01/15/2026	335752	322 NATIONAL SAFETY COUNCIL	660990 11012025	ANNUAL MEMBERSHIP RENEWAL NOTICE	1101102 530850		2026/7	1,399.00
					Total For Check # 335752			1,399.00
01/15/2026	335759	2089 OPENGOV INC	INV23955	YEARLY FEE	1101700 530870		2026/7	31,738.38
					Total For Check # 335759			31,738.38
01/15/2026	335761	96 OTA PIKEPASS CENTER	20251295854	20251295854 acct 15506	1105310 550030		2026/7	11.05
			20251295854	20251295854 acct 15506	1101200 550030		2026/7	7.85
			20251295854	20251295854 acct 15506	1101700 550030		2026/7	36.40
			20251295854	20251295854 acct 15506	1101800 550030		2026/7	1.62
			20251295854	20251295854 acct 15506	1105300 550030		2026/7	273.30
			20251295854	20251295854 acct 15506	1106000 550030		2026/7	63.39
					Total For Check # 335761			393.61
01/15/2026	335763	1703 PEYDAY REALTY LLC	FEB 2026	REAL PROPERTY RENTAL OR LEASE	1101700 540330		2026/7	4,316.67
					Total For Check # 335763			4,316.67
01/15/2026	335764	548 PIPELINE PACKAGING CORP	93499	82173- 55 gal. black unlined steel	1106000 560230		2026/7	1,775.00
					Total For Check # 335764			1,775.00
01/15/2026	335768	1493 RED WING BRANDS OF AMERICA	754ST1-3136101	BLANKET - SAFETY SHOES	1105310 560100		2026/7	200.00
					Total For Check # 335768			200.00

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		NAME	INVOICE	DESCRIPTION					
01/15/2026	335769	2542 REPUBLIC SERVICES OF TULSA	0053-000426916	0053-000426916 ACCT 3-0053-0004448	1106002 540330			2026/7	2,405.06
					Total For Check # 335769				2,405.06
01/15/2026	335772	5326 GERALD K JIMENEZ	1434	1434 MAINT FOR DEC 2025	1106003 540280			2026/7	3,080.00
					Total For Check # 335772				3,080.00
01/15/2026	335776	656 SAS LLC	7747	7747 RESERVE/FORECAST STUDY FOR	1101700 530870			2026/7	3,625.00
					Total For Check # 335776				3,625.00
01/15/2026	335777	2778 SESAC LLC	10874921	ACCT 106441 BILL#840843	1106000 530850			2026/7	3,030.00
					Total For Check # 335777				3,030.00
01/15/2026	335780	834 SOFTWARE HOUSE	B20502572	SHI Microsoft True up	1101200 540550			2026/7	36,881.92
					Total For Check # 335780				36,881.92
01/15/2026	335782	2144 SITE ONE LANDSCAPE SUPPLY	161577243-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 560340			2026/7	265.45
			161672997-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106003 560180			2026/7	67.13
			161551289-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 560180			2026/7	113.62
			161575970-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 560180			2026/7	54.80
					Total For Check # 335782				501.00
01/15/2026	335783	1081 SOUTHERN AGRICULTURE	840616	BLANKET PO FOR DOG & CAT FOOD	1106002 560330			2026/7	18.95
			842066	BLANKET PO FOR DOG & CAT FOOD	1106002 560330			2026/7	5.96
			841500	BLANKET PO FOR DOG & CAT FOOD	1106002 560330			2026/7	54.95
			842639	BLANKET PO FOR DOG & CAT FOOD	1106002 560330			2026/7	5.96
					Total For Check # 335783				85.82
01/15/2026	335784	268 SOUTHERN TIRE MART	3500288518	per Brian Gaynor	1105300 560200			2026/7	3,660.00
					Total For Check # 335784				3,660.00
01/15/2026	335786	234 STOREY TOWING LLC	60969	60969 JAN 6, 2026	1105300 540200			2026/7	342.00
					Total For Check # 335786				342.00

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		NAME	INVOICE	DESCRIPTION					
01/15/2026	335789	3496 TEAM PROFESSIONAL SERVICES	139267	PRE EMPLOYMENT PHYSICAL DRUG		1101102 530020		2026/7	1,290.00
						Total For Check # 335789			1,290.00
01/15/2026	335792	5436 THE ORSUS GROUP, INC	44933	PRE EMPLOYMENT BACKGROUND		1101102 530870		2026/7	4,486.22
						Total For Check # 335792			4,486.22
01/15/2026	335794	5521 TULSA TRAILER	IN-000020134	TRAILER INSPECTIONS FOR DOT		1105300 540200		2026/7	119.38
						Total For Check # 335794			119.38
01/15/2026	335796	949 TULSA WINNELSON COMPANY	669751 01	BLANKET PO MISC. PLUMBING SUPPLIES		1106002 560180		2026/7	160.36
						Total For Check # 335796			160.36
01/15/2026	335798	333 TURNER ROOFING SERVICES	6-12129	ROOF REPAIR BASS PRO WEST SIDE		1101700 540170		2026/7	950.00
						Total For Check # 335798			950.00
01/15/2026	335800	2487 TYLER TECHNOLOGIES INC	025-538887	025-538887		1101800 550550		2026/7	1,388.00
						Total For Check # 335800			1,388.00
01/15/2026	335803	819 VANCE BROTHERS LLC	IT00010309	BLANKET PO FOR ROAD OIL SSI		1105300 560800		2026/7	365.70
						Total For Check # 335803			365.70
01/15/2026	335805	3508 VEGA AND TREVINO LLC	1709	1709		1101315 530870		2026/7	3,750.00
						Total For Check # 335805			3,750.00
01/15/2026	335809	24 WEST THOMSON REUTERS	853016301	853016301 DEC 2025		1101010 560280		2026/7	2,393.52
						Total For Check # 335809			2,393.52
01/15/2026	335811	1095 WINDSTREAM HOLDINGS II LLC	100642705 12292025	FY26 ANNUAL AGREEMENT 100642705		1101700 550220		2026/7	305.32
						Total For Check # 335811			305.32
01/22/2026	335813	4904 AMERITAS LIFE INSURANCE	184633	Payroll Run 1 - Warrant 251219		110 218240		2026/6	3,173.50

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		NAME	INVOICE	DESCRIPTION	G/L NUMBER		YEAR/PERIOD	
					Total For Check # 335813			3,173.50
01/22/2026	335823	3730 IDT PAYMENT SERVICES, INC	116432	116432 01/13/2026	1101102 550890		2026/7	9,214.50
					Total For Check # 335823			9,214.50
01/22/2026	335829	4773 JUSTIN GREEN	MLG 01142026	OML REGIONAL COUNCIL MEETING-	1101700 550030		2026/7	50.75
					Total For Check # 335829			50.75
01/22/2026	335833	1699 MOMENTUM SERVICES LLC	20089119	20089119 12/15/2025	1101415 530870		2026/7	674.00
			20089135	20089135 01/13/2026	1101415 530870		2026/7	2,736.00
			20089120	20089120 12/15/2025	1101415 530870		2026/7	1,152.00
					Total For Check # 335833			4,562.00
01/22/2026	335845	1092 WESTLAKE HARDWARE INC	8038745	BLANKET PO FOR MISC ITEMS	1106000 560230		2026/7	23.99
			8038748	BLANKET PO FOR MISC ITEMS	1106000 560230		2026/7	4.49
			8038749	BLANKET PO FOR MISC ITEMS	1106000 560230		2026/7	5.99
					Total For Check # 335845			34.47
01/22/2026	335846	489 ADMIRAL EXPRESS LLC	209372-S	209372-S	1106002 560030		2026/7	124.18
			209318-S	209318-S	1106002 560030		2026/7	611.09
			209295-S	209295-S	1101800 560030		2026/7	63.55
			209201-S	209201-S	1101300 560030		2026/7	133.73
			209218-S	209218-S	1101010 560030		2026/7	287.38
			209419-S	209419-S	1105300 560030		2026/7	797.06
			209325-S	209325-S	1101700 560030		2026/7	20.46
					Total For Check # 335846			2,037.45
01/22/2026	335847	149 AMERICAN ELECTRIC	937-903-0-2 01022026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 550250		2026/7	5,221.52
			937-903-0-2 01022026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 550400		2026/7	1,326.54
			937-903-0-2 01022026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 550410		2026/7	2,332.18
			937-903-0-2 01022026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 550420		2026/7	3,269.32
			937-903-0-2 01022026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 550430		2026/7	768.61

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						Total For Check # 335847			12,918.17
01/22/2026	335848	4935 AMAZON.COM SALES INC		1VJY-CN9W-DQWT	ITEM: ExcelMark Self Inking Stamp Refill Ink -	1101800 560030		2026/7	21.53
				1KKT-9DLF-9DW1	ITEM: Post-it Note Dispensers, 4 in. x 4 in.	1101700 560030		2026/7	11.51
				1KKT-9DLF-9DW1	ITEM: Post-it Note Dispensers, 4 in. x 4 in.	1101800 560030		2026/7	19.80
				1XFD-WCC9-JFQP	Paint Supplies for NPCC & CPCC	1106002 560330		2026/7	60.97
				1XKW-6QXT-KKW9	Recreation Supplies CPCC & RH	1106002 560330		2026/7	54.19
				1YNK-YKRD-3NXG	RECREATION SUPPLIES NPCC	1106002 560330		2026/7	57.96
				1FN4-MJPL-DW61	Projector for Nienhuis	1106002 560240		2026/7	430.47
				1GCK-DRXW-9KD3	Office Supplies	1101102 560030		2026/7	27.72
				1GCK-DRXW-9KD3	Office Supplies	1101102 560230		2026/7	77.23
				1HTF-DR74-NHVJ	ITEM: BX1000M Compatible Replacement	1101200 560230		2026/7	36.99
				199N-LQN4-79W9	CLOCKS FOR NPCC	1106002 560330		2026/7	46.20
				1MFQ-YYLV-7TJ6	ITEM: Presentime & Co 16" Anton	1101400 560030		2026/7	57.99
				1MCY-MYVF-H6QF	Trash Containers for NPCC	1106002 560300		2026/7	123.24
				17DQ-T6GF-66KD	Trash Containers for NPCC	1106002 560300		2026/7	120.00
				13VP-LLKV-9J6X	ITEM: Business Source Transparent Poly	1101800 560230		2026/7	5.96
				13VP-LLKV-9J6X	ITEM: Business Source Transparent Poly	1101800 560240		2026/7	312.88
				1197-D11K-9G79	ITEM: Safco Onyx Letter-Size Desktop Tub	1101315 560230		2026/7	9.99
				1197-D11K-9G79	ITEM: Safco Onyx Letter-Size Desktop Tub	1101700 560230		2026/7	60.00
				1FY1-3KJ4-Q41M	ITEM: Amazon Basics Hanging Organizer	1101315 560030		2026/7	34.15
				1FY1-3KJ4-Q41M	ITEM: Amazon Basics Hanging Organizer	1101700 560230		2026/7	15.18
				1HCM-44VM-63F1	ITEM: Filterbuy 14x24x1 Air Filter MERV 8	1101315 560230		2026/7	99.47
				1XJK-QRDJ-4DMR	ITEM: Paper Mate InkJoy 300RT Retractable	1101200 560030		2026/7	32.71
				11C4-KPVD-WC4K	Materials and Supplies/Uniforms	1105300 560030		2026/7	283.76
				11C4-KPVD-WC4K	Materials and Supplies/Uniforms	1105310 560100		2026/7	583.10
				11C4-KPVD-WC4K	Materials and Supplies/Uniforms	1105300 560230		2026/7	68.94
				1P4Y-THVQ-4JPR	DUPLICATE ORDER PO 22503473	1101102 560030		2026/7	75.14
						Total For Check # 335848			2,727.08
01/22/2026	335853	1468 ARLEDGE & ASSOCIATES, P.C.		52918	FY 25 AUDIT	1101501 530810		2026/7	28,336.30
						Total For Check # 335853			28,336.30

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		NAME	INVOICE	DESCRIPTION				
01/22/2026	335854	73 AT&T	9181053484 01012026	918 105-3484 322 4 JAN 1 2026	1101700 550220		2026/7	30.45
					Total For Check # 335854			30.45
01/22/2026	335855	885 ATWOOD DISTRIBUTING LP	3703	BLANKET PO SAFETY SHOES & MISC	1106000 560230		2026/7	119.98
			3743	BLANKET PO SAFETY SHOES & MISC	1106000 560230		2026/7	68.72
			3745	BLANKET PO SAFETY SHOES & MISC	1106000 560230		2026/7	47.95
			3728	BLANKET PO SAFETY SHOES & MISC	1105300 560230		2026/7	31.03
			3721	BLANKET PO SAFETY SHOES & MISC	1105300 560230		2026/7	16.18
			3740	BLANKET PO SAFETY SHOES & MISC	1106000 560180		2026/7	9.99
			3737	BLANKET PO SAFETY SHOES & MISC	1105300 560230		2026/7	14.98
			3739	BLANKET PO SAFETY SHOES & MISC	1106000 560180		2026/7	14.77
			3730	BLANKET PO SAFETY SHOES & MISC	1106000 560180		2026/7	91.97
			3725	BLANKET PO SAFETY SHOES & MISC	1105300 560230		2026/7	15.96
					Total For Check # 335855			431.53
01/22/2026	335859	4421 BEENE SERVICES LLC	17195	17195	1106000 540070		2026/7	650.00
			17157	17157	1106000 540070		2026/7	1,026.00
					Total For Check # 335859			1,676.00
01/22/2026	335860	2011 BMI	12636372	INV:12636372 ACCT:1894275	1106000 530850		2026/7	1,467.00
					Total For Check # 335860			1,467.00
01/22/2026	335865	638 BWI COMPANIES INC.	19476330	Oxadiazon SC 2.5gal	1106000 560340		2026/7	15,156.70
			19469275	Flumigard SC - (1 gal.)	1106000 560340		2026/7	3,263.33
					Total For Check # 335865			18,420.03
01/22/2026	335870	996 CITY OF BROKEN ARROW	187414	Payroll Run 1 - Warrant 260116	110 218180		2026/7	1,095.00
			187414	Payroll Run 1 - Warrant 260116	110 218360		2026/7	7,815.10
					Total For Check # 335870			8,910.10
01/22/2026	335872	1391 CLEAN THE UNIFORM CO	52170589	52170589 DEC 24, 2025	1106005 540310		2026/7	10.15

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				52170589	52170589 DEC 24, 2025	1101700 540330		2026/7	24.49
				52171684	52171684 DEC 31, 2025	1106005 540310		2026/7	10.15
				52171684	52171684 DEC 31, 2025	1101700 540330		2026/7	9.79
				52169930	52169930	1105310 540310		2026/7	111.51
				52169928	52169928	1105300 540310		2026/7	103.97
				52169928	52169928	1105310 540310		2026/7	9.00
				52169928	52169928	1105315 540310		2026/7	19.61
				52169928	52169928	1105300 540330		2026/7	9.00
				52173281	52173281	1106000 540310		2026/7	137.60
				52173281	52173281	1106000 540330		2026/7	0.34
				52172798	52172798	1106000 540310		2026/7	33.04
				52172798	52172798	1106003 540310		2026/7	47.68
				52173284		1101800 540330		2026/7	7.84
				52173277	52173277	1101415 540310		2026/7	49.01
						Total For Check # 335872			583.18
01/22/2026	335874	5323 COLUMN SOFTWARE PBC		9B37CAF5-0097	9B37CAF5-0097	1101410 550050		2026/7	137.93
				F52LRWT U-0002	F52LRWT U-0002	1101700 550050		2026/7	695.81
				F52LRWT U-0001	F52LRWT U-0001	1101700 550050		2026/7	7,036.76
						Total For Check # 335874			7,870.50
01/22/2026	335885	1231 AT&T MOBILITY LLC		19339297X01082026	287319339297X01082026	1101102 550540		2026/7	77.70
				19339297X01082026	287319339297X01082026	1101200 550540		2026/7	243.24
				19339297X01082026	287319339297X01082026	1101400 550540		2026/7	40.54
				19339297X01082026	287319339297X01082026	1101700 550540		2026/7	40.54
				19339297X01082026	287319339297X01082026	1106004 550540		2026/7	43.54
				19339297X01082026	287319339297X01082026	1105300 550540		2026/7	384.74
						Total For Check # 335885			830.30
01/22/2026	335886			19128175X01082026	287319128175X01082026	1101300 550220		2026/7	47.41
				19128175X01082026	287319128175X01082026	1101415 550220		2026/7	670.06
				19128175X01082026	287319128175X01082026	1105310 550220		2026/7	19.29

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				19128175X01082026	287319128175X01082026	1106000 550220		2026/7	38.58
				19128175X01082026	287319128175X01082026	1106005 550220		2026/7	48.40
				19128175X01082026	287319128175X01082026	1101010 550540		2026/7	50.48
				19128175X01082026	287319128175X01082026	1101102 550540		2026/7	81.08
				19128175X01082026	287319128175X01082026	1101200 550540		2026/7	980.65
				19128175X01082026	287319128175X01082026	1101300 550540		2026/7	156.80
				19128175X01082026	287319128175X01082026	1101310 550540		2026/7	40.54
				19128175X01082026	287319128175X01082026	1101400 550540		2026/7	156.80
				19128175X01082026	287319128175X01082026	1101410 550540		2026/7	227.16
				19128175X01082026	287319128175X01082026	1101415 550540		2026/7	611.04
				19128175X01082026	287319128175X01082026	1101501 550540		2026/7	87.95
				19128175X01082026	287319128175X01082026	1101700 550540		2026/7	225.68
				19128175X01082026	287319128175X01082026	1105300 550540		2026/7	25.24
				19128175X01082026	287319128175X01082026	1105310 550540		2026/7	666.97
				19128175X01082026	287319128175X01082026	1106000 550540		2026/7	268.18
				19128175X01082026	287319128175X01082026	1106002 550540		2026/7	263.12
				19128175X01082026	287319128175X01082026	1106004 550540		2026/7	43.54
						Total For Check # 335886			4,708.97
01/22/2026	335887			DVR122025	ACCT # 500634737 12/05/25-01/04/26	1101010 550540		2026/7	116.50
				DVR122025	ACCT # 500634737 12/05/25-01/04/26	1101102 550540		2026/7	64.00
				DVR122025	ACCT # 500634737 12/05/25-01/04/26	1101200 550540		2026/7	692.75
				DVR122025	ACCT # 500634737 12/05/25-01/04/26	1101315 550540		2026/7	0.50
				DVR122025	ACCT # 500634737 12/05/25-01/04/26	1101400 550540		2026/7	32.50
				DVR122025	ACCT # 500634737 12/05/25-01/04/26	1101501 550540		2026/7	76.75
				DVR122025	ACCT # 500634737 12/05/25-01/04/26	1101800 550540		2026/7	15.00
				DVR122025	ACCT # 500634737 12/05/25-01/04/26	1105300 550540		2026/7	32.50
				DVR122025	ACCT # 500634737 12/05/25-01/04/26	1106002 550540		2026/7	0.50
				DVR122025	ACCT # 500634737 12/05/25-01/04/26	1105310 550540		2026/7	70.25
						Total For Check # 335887			1,101.25
01/22/2026	335892	5026 DALE GRAHAM		295	295	1106000 540070		2026/7	1,110.00

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		NAME	INVOICE	DESCRIPTION				
					Total For Check # 335892			1,110.00
01/22/2026	335893	76 GRAINGER	9755617447	45AV33 Utility rope, 1/4" x 1000'	1106000 560230		2026/7	89.76
					Total For Check # 335893			89.76
01/22/2026	335894	1244 GRANICUS, INC.	222757	222757	1101800 540550		2026/7	1,502.01
					Total For Check # 335894			1,502.01
01/22/2026	335899	115 INCOG	227775	3RD QUARTER MEMBERSHIP DUES FY	1101700 530850		2026/7	11,639.88
			227767	3RD QUARTER COALITION OF TULSA	1101700 530850		2026/7	2,519.38
					Total For Check # 335899			14,159.26
01/22/2026	335901	1560 JOHNNIE PARKS	FEB 2026	CELL PHONE ALLOWANCE	1101700 550220		2026/7	80.00
					Total For Check # 335901			80.00
01/22/2026	335902	5131 KEVIN BEHE	15277	CITY COUNCIL 07/14/25	1101200 540070		2026/7	0.34
			15277	CITY COUNCIL 07/14/25	1101700 540070		2026/7	1.99
			15277	CITY COUNCIL 07/14/25	1105300 540070		2026/7	0.96
			15277	CITY COUNCIL 07/14/25	1106000 540070		2026/7	1.67
			15277	CITY COUNCIL 07/14/25	1106002 540070		2026/7	1.91
			15277	CITY COUNCIL 07/14/25	1106005 540070		2026/7	0.48
			15353	CITY COUNCIL 07/14/25	1101200 540070		2026/7	0.22
			15353	CITY COUNCIL 07/14/25	1101700 540070		2026/7	1.19
			15353	CITY COUNCIL 07/14/25	1105300 540070		2026/7	0.57
			15353	CITY COUNCIL 07/14/25	1106000 540070		2026/7	1.00
			15353	CITY COUNCIL 07/14/25	1106002 540070		2026/7	1.14
			15353	CITY COUNCIL 07/14/25	1106005 540070		2026/7	0.29
			15354	CITY COUNCIL 07/14/25	1101200 540070		2026/7	0.47
			15354	CITY COUNCIL 07/14/25	1101700 540070		2026/7	2.58
			15354	CITY COUNCIL 07/14/25	1105300 540070		2026/7	1.24
			15354	CITY COUNCIL 07/14/25	1106000 540070		2026/7	2.17
			15354	CITY COUNCIL 07/14/25	1106002 540070		2026/7	2.48

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NAME	INVOICE	DESCRIPTION				
	15354	CITY COUNCIL 07/14/25	1106005 540070		2026/7	0.62
	15345	CITY COUNCIL 07/14/25	1101200 540070		2026/7	0.28
	15345	CITY COUNCIL 07/14/25	1101700 540070		2026/7	1.59
	15345	CITY COUNCIL 07/14/25	1105300 540070		2026/7	0.76
	15345	CITY COUNCIL 07/14/25	1106000 540070		2026/7	1.33
	15345	CITY COUNCIL 07/14/25	1106002 540070		2026/7	1.53
	15345	CITY COUNCIL 07/14/25	1106005 540070		2026/7	0.38
	15346	CITY COUNCIL 07/14/25	1101200 540070		2026/7	0.34
	15346	CITY COUNCIL 07/14/25	1101700 540070		2026/7	1.99
	15346	CITY COUNCIL 07/14/25	1105300 540070		2026/7	0.96
	15346	CITY COUNCIL 07/14/25	1106000 540070		2026/7	1.67
	15346	CITY COUNCIL 07/14/25	1106002 540070		2026/7	1.91
	15346	CITY COUNCIL 07/14/25	1106005 540070		2026/7	0.48
	15347	CITY COUNCIL 07/14/25	1101200 540070		2026/7	0.34
	15347	CITY COUNCIL 07/14/25	1101700 540070		2026/7	1.99
	15347	CITY COUNCIL 07/14/25	1105300 540070		2026/7	0.96
	15347	CITY COUNCIL 07/14/25	1106000 540070		2026/7	1.67
	15347	CITY COUNCIL 07/14/25	1106002 540070		2026/7	1.91
	15347	CITY COUNCIL 07/14/25	1106005 540070		2026/7	0.48
	15348	CITY COUNCIL 07/14/25	1101200 540070		2026/7	0.34
	15348	CITY COUNCIL 07/14/25	1101700 540070		2026/7	1.99
	15348	CITY COUNCIL 07/14/25	1105300 540070		2026/7	0.96
	15348	CITY COUNCIL 07/14/25	1106000 540070		2026/7	1.67
	15348	CITY COUNCIL 07/14/25	1106002 540070		2026/7	1.91
	15348	CITY COUNCIL 07/14/25	1106005 540070		2026/7	0.48
	15349	CITY COUNCIL 07/14/25	1101200 540070		2026/7	0.43
	15349	CITY COUNCIL 07/14/25	1101700 540070		2026/7	2.38
	15349	CITY COUNCIL 07/14/25	1105300 540070		2026/7	1.15
	15349	CITY COUNCIL 07/14/25	1106000 540070		2026/7	2.00
	15349	CITY COUNCIL 07/14/25	1106002 540070		2026/7	2.29
	15349	CITY COUNCIL 07/14/25	1106005 540070		2026/7	0.57
	15352	CITY COUNCIL 07/14/25	1101200 540070		2026/7	0.43

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		NAME	INVOICE	DESCRIPTION				
			15352	CITY COUNCIL 07/14/25	1101700 540070		2026/7	2.38
			15352	CITY COUNCIL 07/14/25	1105300 540070		2026/7	1.15
			15352	CITY COUNCIL 07/14/25	1106000 540070		2026/7	2.00
			15352	CITY COUNCIL 07/14/25	1106002 540070		2026/7	2.29
			15352	CITY COUNCIL 07/14/25	1106005 540070		2026/7	0.57
			15351	CITY COUNCIL 07/14/25	1101200 540070		2026/7	0.43
			15351	CITY COUNCIL 07/14/25	1101700 540070		2026/7	2.38
			15351	CITY COUNCIL 07/14/25	1105300 540070		2026/7	1.15
			15351	CITY COUNCIL 07/14/25	1106000 540070		2026/7	2.00
			15351	CITY COUNCIL 07/14/25	1106002 540070		2026/7	2.29
			15351	CITY COUNCIL 07/14/25	1106005 540070		2026/7	0.57
			15350	CITY COUNCIL 07/14/25	1101200 540070		2026/7	0.22
			15350	CITY COUNCIL 07/14/25	1101700 540070		2026/7	1.19
			15350	CITY COUNCIL 07/14/25	1105300 540070		2026/7	0.57
			15350	CITY COUNCIL 07/14/25	1106000 540070		2026/7	1.00
			15350	CITY COUNCIL 07/14/25	1106002 540070		2026/7	1.14
			15350	CITY COUNCIL 07/14/25	1106005 540070		2026/7	0.29
					Total For Check # 335902			80.11
01/22/2026	335906	614 LIGHTING INC/BROKEN ARROW	S3440785.001	BLANKET PO FOR MISC. LIGHTING	1106001 560180		2026/7	32.63
					Total For Check # 335906			32.63
01/22/2026	335908	131 LOCKE SUPPLY COMPANY	57271603-00	BLANKET PO FOR PLUMBING &	1106000 560180		2026/7	46.51
			57212263-00	BLANKET PO FOR PLUMBING &	1106000 560180		2026/7	106.97
					Total For Check # 335908			153.48
01/22/2026	335910	537 MCAFEE & TAFT	808916	808916	1101700 530080		2026/7	120.00
			808915	808915	1101700 530080		2026/7	30.00
					Total For Check # 335910			150.00
01/22/2026	335913	777 MTTA	0000000000087162	FY26 AGREEMENT	1101700 540280		2026/7	25,685.27
					Total For Check # 335913			25,685.27

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
01/22/2026	335915	25 NAPA AUTO PARTS	022500	600624	1106005 560200		2026/7	23.06
			022500	4178134	1106005 560200		2026/7	57.56
			022500	4178133	1106005 560200		2026/7	75.79
			022500	500014	1106005 560200		2026/7	63.90
			022500	3466688	1106005 560200		2026/7	44.21
			022500	400330	1106005 560200		2026/7	18.41
			022500	3621163	1106005 560200		2026/7	93.70
			022500	4794133	1106005 560200		2026/7	43.07
			022500	1459	1106005 560200		2026/7	8.59
			022500	15W40BULK	1106005 560210		2026/7	39.49
			022512	MTP65HD	1106005 560200		2026/7	267.34
			022514	4330296	1105300 560200		2026/7	111.28
			022514	0812965	1105300 560200		2026/7	53.84
			022514	0814172	1105300 560200		2026/7	44.32
			022514	4288481	1105300 560200		2026/7	250.64
			022526	0433670000	1105300 560200		2026/7	52.54
			022658	1344	1106005 560200		2026/7	7.00
			022658	3390	1106005 560200		2026/7	6.80
			022658	6438	1106005 560200		2026/7	16.92
			022658	2985	1106005 560200		2026/7	14.89
			022658	15W40BULK	1106005 560210		2026/7	15.30
			022661	4934278	1105300 560200		2026/7	20.58
			022661	25081005HD	1105300 560200		2026/7	44.71
			022664	26RM68	1106000 560200		2026/7	115.59
			022671	TRACKDISPOSAL	1105300 560200		2026/7	39.44
			022671		1105300 560200		2026/7	130.00
			022672	38627	1105300 560200		2026/7	70.87
			022673	7060	1101415 560200		2026/7	4.25
			022673	2488	1101415 560200		2026/7	13.80
			022673	MTP48H6	1101415 560200		2026/7	155.89
			022673	5W30BULK	1101415 560210		2026/7	25.20

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	PROJECT	G/L NUMBER	YEAR/PERIOD	AMOUNT
NAME	INVOICE	DESCRIPTION				
	022682	7556		1106000 560200	2026/7	116.40
	022682	7556		1106000 560200	2026/7	18.00
	022683	7556		1106000 560200	2026/7	-116.40
	022683	7556		1106000 560200	2026/7	-18.00
	022686	1334		1106000 560200	2026/7	4.25
	022686	1496		1106000 560200	2026/7	49.95
	022686	600176		1106000 560200	2026/7	20.06
	022686	6671		1106000 560200	2026/7	25.38
	022686	6672		1106000 560200	2026/7	18.58
	022686	1252915		1106000 560200	2026/7	58.00
	022686	15W40BULK		1106000 560210	2026/7	18.36
	022688	SP70		1106005 560200	2026/7	73.28
	022689	MT34		1106000 560200	2026/7	150.44
	022695	6382091RX		1105300 560200	2026/7	1,630.70
	022695	6382091RX		1105300 560200	2026/7	266.00
	022750	1214		1105300 560200	2026/7	77.78
	022778	6382091RX		1105300 560200	2026/7	-266.00
	022794	H6054N		1106000 560200	2026/7	8.57
	022794	921N		1106000 560200	2026/7	0.72
	022794	1372		1106000 560200	2026/7	4.25
	022794	3243		1106000 560200	2026/7	9.08
	022794	9883		1106000 560200	2026/7	12.73
	022794	5W20BULK		1106000 560210	2026/7	23.66
	022798	F000184		1105300 560190	2026/7	171.58
	022626	1551		1106005 560200	2026/7	6.85
	022626	3032		1106005 560200	2026/7	3.40
	022626	2444		1106005 560200	2026/7	12.60
	022626	702282		1106005 560200	2026/7	4.52
	022626	1056		1106005 560200	2026/7	9.44
	022626	5		1106005 560200	2026/7	3.29
	022626	122319		1106005 560210	2026/7	14.28
	022626	9080XL		1106005 560230	2026/7	15.56

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				022632	4330296	1105300 560200		2026/7	69.55
				022632	4288481	1105300 560200		2026/7	156.65
				022632	0812965	1105300 560200		2026/7	33.65
				022642	FT880394	1106000 560200		2026/7	232.14
				022644	31MHD	1105300 560200		2026/7	282.14
				022647	5566887	1105300 560200		2026/7	1,533.84
						Total For Check # 335915			6,664.26
01/22/2026	335916			022502	46AWBULK	1105300 560210		2026/7	12.40
				022510	7035	1106000 560200		2026/7	8.25
				022510	500912	1106000 560200		2026/7	9.48
				022510	75110	1106000 560210		2026/7	7.44
				022524	X0036JWVMN	1106000 560230		2026/7	25.10
				022527	2413	1105300 560230		2026/7	6.34
				022654	3192	1106000 560200		2026/7	13.11
				022662	75110	1106000 560210		2026/7	3.72
				022669	257516	1106000 560200		2026/7	17.36
				022669	6661114	1106000 560200		2026/7	14.87
				022681	789DEF	1105300 560210		2026/7	11.11
				022692	6657734	1106000 560200		2026/7	23.88
				022692	6577821	1106000 560200		2026/7	7.04
				022699	NP22	1105300 560200		2026/7	8.16
				022699	PKA0F3	1105300 560210		2026/7	3.64
				022764	903PAB2	1106000 560200		2026/7	1.18
				022777	85805	1106000 560210		2026/7	45.06
				022782	706620	1106000 560210		2026/7	11.04
				022788	102408	1105300 560200		2026/7	50.41
				022791	HDRTU1GAL	1105300 560210		2026/7	17.16
				022617	706620	1106000 560210		2026/7	1.84
				022620	100255	1106000 560200		2026/7	4.25
				022620	0W20BULK	1106000 560210		2026/7	28.64
				022623	75200	1105300 560210		2026/7	4.58

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			022627	4326658	1105300 560200		2026/7	21.01
			022629	789DEF	1106000 560210		2026/7	22.22
			022637	HDATFBULK	1106005 560210		2026/7	20.24
			022645	06133	1105300 560230		2026/7	6.76
					Total For Check # 335916			406.29
01/22/2026	335918	98 OKLAHOMA NATURAL GAS CO	110093891 01142026	210105844 1100938 91 JAN 14, 2026 1800 S	1106001 550240		2026/7	304.10
					Total For Check # 335918			304.10
01/22/2026	335920	4648 ONSOLVE INTERMEDIATE	15353598	15353598	1101700 540550		2026/7	12,524.05
					Total For Check # 335920			12,524.05
01/22/2026	335924	2542 REPUBLIC SERVICES OF TULSA	0053-000425625	0053-000425625 ACCT 3-0053-0004448	1106002 540330		2026/7	1,813.17
					Total For Check # 335924			1,813.17
01/22/2026	335925	201 ROYAL PRINTING	67262	67262	1101800 560230		2026/7	16.50
					Total For Check # 335925			16.50
01/22/2026	335927	813 SAVATREE, LLC	1557748	arborhealth prescription fertilization- early	1106003 540280		2026/7	425.00
					Total For Check # 335927			425.00
01/22/2026	335929	834 SOFTWARE HOUSE	B20632696	Ninja One RMM SHI	1101200 540550		2026/7	20,240.00
			B20653784	MS Sentinel Usage for '26	1101200 540550		2026/7	1,068.12
					Total For Check # 335929			21,308.12
01/22/2026	335931	303 SMITH FARM & GARDEN CO	111317	Stihl BR600 backpack blower	1106000 560240		2026/7	439.99
					Total For Check # 335931			439.99
01/22/2026	335936	234 STOREY TOWING LLC	61030	61030	1105300 540200		2026/7	171.00
					Total For Check # 335936			171.00
01/22/2026	335938	3496 TEAM PROFESSIONAL SERVICES	139268	139268	1101102 530020		2026/7	2,155.00

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR				PROJECT		
		NAME	INVOICE	DESCRIPTION	G/L NUMBER		YEAR/PERIOD	AMOUNT
					Total For Check # 335938			2,155.00
01/22/2026	335939	1104 TIGER, INC.	1225258992	DEC 1-31, 2025 1800 S MAIN ST	1106001 550240		2026/7	884.70
					Total For Check # 335939			884.70
01/22/2026	335943	5521 TULSA TRAILER	IN-00020028	TRAILER INSPECTIONS FOR DOT	1105300 540200		2026/7	406.97
					Total For Check # 335943			406.97
01/22/2026	335944	949 TULSA WINNELSON COMPANY	671152 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 560180		2026/7	62.40
					Total For Check # 335944			62.40
01/22/2026	335949	376 WAGONER COUNTY CLERK	25-12478	25-12478	1101700 550860		2026/7	36.00
			25-12636	25-12636	1101700 550860		2026/7	24.00
			25-12845	25-12845	1101700 550860		2026/7	72.00
			25-12862	25-12862	1101700 550860		2026/7	72.00
			25-12880	25-12880	1101700 550860		2026/7	90.00
			25-12881	25-12881	1101700 550860		2026/7	72.00
			25-13057	25-13057	1101700 550860		2026/7	24.00
			25-13178	25-13178	1101700 550860		2026/7	54.00
					Total For Check # 335949			444.00
01/22/2026	335950	30 WATER STORE INC	559928	C 601-100 HDPE Perf pipe 6" x 100'	1106000 560180		2026/7	573.96
					Total For Check # 335950			573.96
Total For Fund 110								440,212.42
Number of Invoices For Fund 110								648

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
01/15/2026	335666	5594 BRAD HEATH	00151	00151 DEC 2025	2271700 550100		2026/6	50,000.00
					Total For Check # 335666			50,000.00
01/15/2026	335668	4666 BLUEJAY PROPERTIES LLC	FEB 2026	REAL PROPERTY RENTAL OR LEASE	2271700 540330		2026/7	1,750.00
					Total For Check # 335668			1,750.00
01/15/2026	335731	5131 KEVIN BEHE	15429	CITY COUNCIL 07/14/25	2271700 540070		2026/7	0.86
			15475	CITY COUNCIL 07/14/25	2271700 540070		2026/7	1.43
			15358	CITY COUNCIL 07/14/25	2271700 540070		2026/7	1.14
			15357	CITY COUNCIL 07/14/25	2271700 540070		2026/7	1.15
			15356	CITY COUNCIL 07/14/25	2271700 540070		2026/7	1.14
			15355	CITY COUNCIL 07/14/25	2271700 540070		2026/7	1.72
			15359	CITY COUNCIL 07/14/25	2271700 540070		2026/7	1.86
			15335	CITY COUNCIL 07/14/25	2271700 540070		2026/7	1.43
					Total For Check # 335731			10.73
01/15/2026	335735	788 LANGDON PUBLISHING	57619	2026 HOTEL GUEST GUIDE ADS	2271700 530870		2026/7	6,750.00
					Total For Check # 335735			6,750.00
01/15/2026	335757	468 OKLAHOMA TOURISM & ...	87-19546	BROCHURE GULGILLMENT PROGRAM	2271700 530870		2026/7	149.86
					Total For Check # 335757			149.86
01/22/2026	335848	4935 AMAZON.COM SALES INC	19VJ-VDPG-NTJW	wall calendar for VBA	2271700 560230		2026/7	24.69
			1FY1-3KJ4-Q41M	ITEM: Amazon Basics Hanging Organizer	2271700 560230		2026/7	15.99
			1HCM-44VM-63F1	ITEM: Filterbuy 14x24x1 Air Filter MERV 8	2271700 560230		2026/7	16.98
			13J4-F3GV-CKKN	ITEM: Filterbuy 14x24x1 Air Filter MERV 8	2271700 560230		2026/7	22.49
					Total For Check # 335848			80.15
01/22/2026	335902	5131 KEVIN BEHE	15277	CITY COUNCIL 07/14/25	2271700 540070		2026/7	1.43
			15353	CITY COUNCIL 07/14/25	2271700 540070		2026/7	0.86
			15354	CITY COUNCIL 07/14/25	2271700 540070		2026/7	1.86
			15345	CITY COUNCIL 07/14/25	2271700 540070		2026/7	1.15

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR		G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION			
	15346			CITY COUNCIL 07/14/25		2026/7	1.43
	15347			CITY COUNCIL 07/14/25	2271700 540070	2026/7	1.43
	15348			CITY COUNCIL 07/14/25	2271700 540070	2026/7	1.43
	15349			CITY COUNCIL 07/14/25	2271700 540070	2026/7	1.72
	15352			CITY COUNCIL 07/14/25	2271700 540070	2026/7	1.72
	15351			CITY COUNCIL 07/14/25	2271700 540070	2026/7	1.72
	15350			CITY COUNCIL 07/14/25	2271700 540070	2026/7	0.86
				Total For Check # 335902			15.61
				Total For Fund 227			58,756.35
				Number of Invoices For Fund 227			27

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CHECK DATE	CHECK #	VENDOR				G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION					
01/15/2026	335653	1335 911 CUSTOM	62684	Emergency Equipment for SOT Medic Van	3293001 570020	2630050	2026/7	1,963.12	
					Total For Check # 335653			1,963.12	
01/15/2026	335804	868 COUNTRY FORD-MERCURY INC	85057	CITY COUNCIL APPROVED 10/07/25	3295406 570020	2654320	2026/7	47,101.00	
					Total For Check # 335804			47,101.00	
01/22/2026	335935	4985 STOCK ENTERPRISES, LLC	INV-55175	Grapplers for FY26 Tahoes and K9 F150's	3293001 570020	2630020	2026/7	55,223.14	
			INV-55175	Grapplers for FY26 Tahoes and K9 F150's	3293001 570020	2630030	2026/7	13,805.79	
					Total For Check # 335935			69,028.93	
					Total For Fund 329			118,093.05	
					Number of Invoices For Fund 329			4	

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
01/15/2026	335667	1123 BENNETT STEEL INC	46268	46268 DEC 15, 2025	3303501 570150	2635020	2026/7	6,080.00
					Total For Check # 335667			6,080.00
01/15/2026	335686	5527 CITY AWNING CO LLC	14752 A	INSTALL NEW EAST SIDE AWNING AT	3303501 570150	2635020	2026/7	5,500.00
					Total For Check # 335686			5,500.00
01/15/2026	335700	2449 DAVIS SUPPLY CO	0023858133-001	BLANKET PO FOR POOL SUPPLIES	3306000 570170	2660210	2026/7	400.00
					Total For Check # 335700			400.00
01/15/2026	335710	1256 GEODECA LLC	2511099A	Geodeca On Call Services 2652040	3301700 570160	2652040	2026/7	760.00
			2509076A	Geodeca On Call Services 2652040	3301700 570160	2652040	2026/7	5,240.00
			2507050A	Geodeca On Call Services 2652040	3301700 570160	2652040	2026/7	7,300.00
					Total For Check # 335710			13,300.00
01/15/2026	335754	4257 ODIN INTERNATIONAL INC	35363	ThoroWeave 990 GREEN 25'8" x 7'3" shade	3306000 570150	2660180	2026/7	1,490.06
					Total For Check # 335754			1,490.06
01/15/2026	335787	4381 HOWMEDICA OSTEONICS CORP	9211114831	Lucas 3's and associated supplies	3303502 570170	2635190	2026/7	18,145.80
					Total For Check # 335787			18,145.80
01/22/2026	335895	2840 HAPPY PLAYGROUNDS	3511	CITY COUNCIL APPROVED 10/07/25	3306000 570150	2560150	2026/7	53,333.00
					Total For Check # 335895			53,333.00
01/22/2026	335914	3669 MYERS-CHERRY	PA 2 2317210	Operations Ctr Admin Building	3301700 570150	2317210	2026/7	199,574.96
					Total For Check # 335914			199,574.96
01/22/2026	335921	3363 PROFESSIONAL AMBULANCE	107-2959	RMT TBD 2025-2026 Ford F550 RMT 1970	3303502 570020	2635170	2026/7	183,296.00
					Total For Check # 335921			183,296.00
01/22/2026	335928	1263 SELSER SCHAEFER	2511973	City Hall 2417170	3301700 570160	2417170	2026/7	36,666.00
					Total For Check # 335928			36,666.00

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City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR				G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION					
01/15/2026	335692	5511 CON10GENY CONSULTING,	SO-3882	Riot Helmets and Face Shields for SRT		3313001 570170	2630190	2026/7	1,812.00
						Total For Check # 335692			1,812.00
									1,812.00
						Total For Fund 331			1,812.00
						Number of Invoices For Fund 331			1

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City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
01/22/2026	335922	4949	PROFESSIONAL TURF -----	4026831-00	Toro Workman HD w/Canopy	3336005 [570030]	2660310	2026/7	34,646.83
						Total For Check # 335922			34,646.83
						Total For Fund 333			34,646.83
						Number of Invoices For Fund 333			1

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR				G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION					
01/15/2026	335656	149 AMERICAN ELECTRIC -----	111-611-0-2 12312025	FY26 ANNUAL AGREEMENT - SINGLES	3425300 550250			2026/7	29,085.57
			983-871-0-9 12312025	FY26 ANNUAL AGREEMENT SINGLES	3425300 550250			2026/7	24.68
			789-381-1-9 12302025	FY26 ANNUAL AGREEMENT SIGNALS 956-	3425300 550250			2026/7	3,705.68
			913-008-1-1 12182025	FY26 ANNUAL AGREEMENT 953-913-008-1	3425300 550250			2026/7	169.67
				Total For Check # 335656					32,985.60
01/15/2026	335694	1292 CONTROL TECHNOLOGIES INC	0083245	Camera repairs-Gary Harris	3425300 540280			2026/7	297.70
				Total For Check # 335694					297.70
01/15/2026	335738	131 LOCKE SUPPLY COMPANY	57279839-00	BLANKET PO FOR PLUMBING & -----	3425300 560230			2026/7	421.83
				Total For Check # 335738					421.83
01/22/2026	335847	149 AMERICAN ELECTRIC -----	452-844-0-4 01022026	FY26 ANNUAL AGREEMENT SIGNALS 959-	3425300 550250			2026/7	2,566.26
				Total For Check # 335847					2,566.26
01/22/2026	335885	1231 AT&T MOBILITY LLC	19339297X01082026	287319339297X01082026	3425300 550540			2026/7	40.54
				Total For Check # 335885					40.54
01/22/2026	335906	614 LIGHTING INC/BROKEN ARROW -----	S3433021.001	BLANKET PO FOR MISC. LIGHTING	3425300 560230			2026/7	706.67
				Total For Check # 335906					706.67
01/22/2026	335908	131 LOCKE SUPPLY COMPANY	57107763-00	BLANKET PO FOR PLUMBING & -----	3425300 560230			2026/7	25.08
				Total For Check # 335908					25.08
				Total For Fund 342					37,043.68
				Number of Invoices For Fund 342					10

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
01/15/2026	335654	1360 A & A ASPHALT INC.	4694	4694	3435300 570150	ST26030	2026/7	19,252.00
					Total For Check # 335654			19,252.00
01/15/2026	335662	4846 APAC-CENTRAL, INC.	7002375374	BLANKET PO FOR ASPHALT (PRIMARY	3435300 570150	ST24270	2026/7	83,869.61
			7002383667	BLANKET PO FOR ASPHALT (PRIMARY	3435300 570150	ST24270	2026/7	1,725.57
			7002381881	BLANKET PO FOR ASPHALT (PRIMARY	3435300 570150	ST24270	2026/7	2,402.94
					Total For Check # 335662			87,998.12
01/15/2026	335701	3307 DP SUPPLY	3001011	L.F. 12" HP Storm Pipe-Matt Duran	3435300 570150	ST24270	2026/7	1,800.00
					Total For Check # 335701			1,800.00
01/15/2026	335716	79 GREEN ACRE SOD FARMS	13932	BL;ANKET PO FOR BERMUDA SOD	3435300 570150	ST24270	2026/7	285.00
			13938	BL;ANKET PO FOR BERMUDA SOD	3435300 570150	ST24270	2026/7	95.00
			13931	BL;ANKET PO FOR BERMUDA SOD	3435300 570150	ST24270	2026/7	380.00
					Total For Check # 335716			760.00
01/15/2026	335779	969 SHERWOOD CONSTRUCTION	292664	BLANKET PO (BACKUP BIDDER FOR	3435300 570150	ST24270	2026/7	1,023.41
			294405	BLANKET PO (BACKUP BIDDER FOR	3435300 570150	ST24270	2026/7	588.15
			294406	BLANKET PO (BACKUP BIDDER FOR	3435300 570150	ST24270	2026/7	284.74
					Total For Check # 335779			1,896.30
01/22/2026	335855	885 ATWOOD DISTRIBUTING LP	3715	BLANKET PO SAFETY SHOES & MISC	3435300 570150	ST26150	2026/7	37.98
					Total For Check # 335855			37.98
01/22/2026	335884	1275 ERGON ASPHALT & EMULSIONS	9403606853	BLANKET PO - OIL (CRS2)	3435300 570150	ST24270	2026/7	7,703.92
					Total For Check # 335884			7,703.92
					Total For Fund 343			119,448.32
					Number of Invoices For Fund 343			13

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		NAME	INVOICE	DESCRIPTION				
01/15/2026	335593	5244 CARLOS RAMIREZ	PDR 01172026	PER DIEM	3443001 550030		2026/7	34.00
					Total For Check # 335593			34.00
01/15/2026	335607	1527 JONATHAN KLECKA	EMP 12232025	EMPLOYEE REIMBURSEMENT HOLIDAY	3443001 560230		2026/7	420.00
					Total For Check # 335607			420.00
01/15/2026	335609	2289 JORDAN SAWYER	TRR FA2025	TUITION REIMBURSEMENT	3443001 530110		2026/7	1,200.00
					Total For Check # 335609			1,200.00
01/15/2026	335648	211 SECRETARY OF STATE	3376649	3376649 FILING FEE NOTARY FOR	3443006 530110		2026/7	25.00
					Total For Check # 335648			25.00
01/15/2026	335649	3472 TANNER GOODWIN	PDR 01172026	PER DIEM	3443001 550030		2026/7	34.00
					Total For Check # 335649			34.00
01/15/2026	335656	149 AMERICAN ELECTRIC	234-103-0-2 01022026	FY26 ANNUAL AGREEMENT 959-234-103-0-	3443001 550250		2026/7	18,154.84
			234-103-0-2 01022026	FY26 ANNUAL AGREEMENT 959-234-103-0-	3443009 550250		2026/7	1,865.47
					Total For Check # 335656			20,020.31
01/15/2026	335658	4935 AMAZON.COM SALES INC	166Q-HVK1-4YPQ	Winter Jackets for CSO's	3443001 560100		2026/7	112.06
			1R9R-G69H-9C4L	Ink Cartridges for Hannah Perry Printer	3443001 560030		2026/7	135.78
			1FQ9-CV7N-C1WH	ITEM: PUR PLUS Vertical Faucet Mount	3443008 560230		2026/7	78.59
			1HK9-H16C-XD7K	Restock of Copy Paper for PD	3443001 560030		2026/7	75.18
			1HK9-H16C-XD7K	Restock of Copy Paper for PD	3443006 560030		2026/7	18.80
			1HK9-H16C-XD7K	Restock of Copy Paper for PD	3443010 560230		2026/7	16.90
			1HDW-3WTT-16YP	Driver's Side Headlamp Assembly for Unit	3443001 560200		2026/7	127.29
			1F64-PKDJ-9KFV	Headlamp Assembly for Unit 2127	3443001 560200		2026/7	247.49
			1NTC-14R7-FRCT	ITEM: Uzi High Power Loud Big Bluetooth	3443001 560480		2026/7	105.99
			1GNK-JH7L-FLLD	Charging Cables and Station for CSI	3443001 560550		2026/7	254.19
			1C14-RGTR-GWR9	Restock of Packing Tape for Property Room	3443001 560030		2026/7	43.55
			1C14-RGTR-GWR9	Restock of Packing Tape for Property Room	3443008 560230		2026/7	182.14
					Total For Check # 335658			1,397.96

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		NAME	INVOICE	DESCRIPTION				
01/15/2026	335664	885 ATWOOD DISTRIBUTING LP	3726	BLANKET PO SAFETY SHOES & MISC -----	3443001 560180		2026/7	10.45
					Total For Check # 335664			10.45
01/15/2026	335669	957 BOARD OF TESTS	17623	INV 17623 FOR BROKEN ARROW POLICE -----	3443001 530110		2026/7	1,164.00
					Total For Check # 335669			1,164.00
01/15/2026	335678	5454 CARDS NEO, LLC	317726	Trash/Recycling Service for PSC FY26	3443001 540070		2026/7	275.00
					Total For Check # 335678			275.00
01/15/2026	335687	1391 CLEAN THE UNIFORM CO	52170594	Rugs for the Animal Shelter	3443009 540330		2026/7	3.92
			52172800	Rugs for PSC and Training Center for FY26	3443001 540330		2026/7	5.14
			52172801	Rugs for PSC and Training Center for FY26	3443001 540330		2026/7	5.22
			52172799	Rugs for the Animal Shelter	3443009 540330		2026/7	3.92
					Total For Check # 335687			18.20
01/15/2026	335692	5511 CON10GENY CONSULTING,	SO-3882	Riot Helmets and Face Shields for SRT	3443001 570170	2630190	2026/7	14,999.20
					Total For Check # 335692			14,999.20
01/15/2026	335706	1912 FIRST RESPONDER SUPPORT	1591	1591	3443001 530870		2026/7	30,296.40
					Total For Check # 335706			30,296.40
01/15/2026	335721	5440 HHM FACILITY MANAGEMENT,	169459	CUSTODIAL BID# 25.161	3443001 540070		2026/7	356.03
			169459	CUSTODIAL BID# 25.161	3443008 540070		2026/7	86.31
			169459	CUSTODIAL BID# 25.161	3443009 540070		2026/7	53.94
			169460	CUSTODIAL BID# 25.161	3443001 540070		2026/7	316.47
			169460	CUSTODIAL BID# 25.161	3443008 540070		2026/7	76.72
			169460	CUSTODIAL BID# 25.161	3443009 540070		2026/7	47.95
			169461	CUSTODIAL BID# 25.161	3443001 540070		2026/7	276.91
			169461	CUSTODIAL BID# 25.161	3443008 540070		2026/7	67.13
			169461	CUSTODIAL BID# 25.161	3443009 540070		2026/7	41.96
			169462	CUSTODIAL BID# 25.161	3443001 540070		2026/7	25.71

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		NAME				
		INVOICE		DESCRIPTION		
		169462		CUSTODIAL BID# 25.161	2026/7	6.23
		169462		CUSTODIAL BID# 25.161	2026/7	3.90
		169463		CUSTODIAL BID# 25.161	2026/7	110.77
		169463		CUSTODIAL BID# 25.161	2026/7	26.85
		169463		CUSTODIAL BID# 25.161	2026/7	16.78
		169464		CUSTODIAL BID# 25.161	2026/7	189.88
		169464		CUSTODIAL BID# 25.161	2026/7	46.03
		169464		CUSTODIAL BID# 25.161	2026/7	28.77
		169465		CUSTODIAL BID# 25.161	2026/7	197.79
		169465		CUSTODIAL BID# 25.161	2026/7	47.95
		169465		CUSTODIAL BID# 25.161	2026/7	29.97
		169466		CUSTODIAL BID# 25.161	2026/7	247.24
		169466		CUSTODIAL BID# 25.161	2026/7	59.94
		169466		CUSTODIAL BID# 25.161	2026/7	37.46
		169467		CUSTODIAL BID# 25.161	2026/7	979.08
		169467		CUSTODIAL BID# 25.161	2026/7	237.36
		169467		CUSTODIAL BID# 25.161	2026/7	148.34
		169468		CUSTODIAL BID# 25.161	2026/7	47.47
		169468		CUSTODIAL BID# 25.161	2026/7	11.51
		169468		CUSTODIAL BID# 25.161	2026/7	7.19
		169469		CUSTODIAL BID# 25.161	2026/7	79.12
		169469		CUSTODIAL BID# 25.161	2026/7	19.18
		169469		CUSTODIAL BID# 25.161	2026/7	11.99
		169470		CUSTODIAL BID# 25.161	2026/7	296.69
		169470		CUSTODIAL BID# 25.161	2026/7	71.93
		169470		CUSTODIAL BID# 25.161	2026/7	44.95
		169471		CUSTODIAL BID# 25.161	2026/7	69.23
		169471		CUSTODIAL BID# 25.161	2026/7	16.78
		169471		CUSTODIAL BID# 25.161	2026/7	10.49
		169472		CUSTODIAL BID# 25.161	2026/7	593.39
		169472		CUSTODIAL BID# 25.161	2026/7	143.85
		169472		CUSTODIAL BID# 25.161	2026/7	89.91

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		NAME	INVOICE	DESCRIPTION				
					Total For Check # 335721			5,277.15
01/15/2026	335722	4320 HILL'S PET NUTRITION SALES	255585014	Food for the shelter animals	3443009 560230		2026/7	239.74
			255783649	Food for the shelter animals	3443009 560230		2026/7	209.54
					Total For Check # 335722			449.28
01/15/2026	335728	3457 INTERNATIONAL ASSOC FOR	M26-C640769	M26-C640769 KEITH COOK MEMBERSHIP	3443008 530850		2026/7	65.00
					Total For Check # 335728			65.00
01/15/2026	335729	23 J D YOUNG COMPANY INC	1310556	LEASE & USAGE CHARGE FY26	3443001 540330		2026/7	384.45
			1310556	LEASE & USAGE CHARGE FY26	3443006 540330		2026/7	94.06
			1310556	LEASE & USAGE CHARGE FY26	3443008 540330		2026/7	87.60
			1310556	LEASE & USAGE CHARGE FY26	3443009 540330		2026/7	87.60
			1310556	LEASE & USAGE CHARGE FY26	3443010 540330		2026/7	208.24
			1310556	LEASE & USAGE CHARGE FY26	3443001 540550		2026/7	323.91
			1310556	LEASE & USAGE CHARGE FY26	3443006 540550		2026/7	34.65
			1310556	LEASE & USAGE CHARGE FY26	3443009 540550		2026/7	0.83
			1310556	LEASE & USAGE CHARGE FY26	3443010 540550		2026/7	81.28
			1310556	LEASE & USAGE CHARGE FY26	3443001 560230		2026/7	7.50
			1310556	LEASE & USAGE CHARGE FY26	3443006 560230		2026/7	1.84
			1310556	LEASE & USAGE CHARGE FY26	3443008 560230		2026/7	3.75
			1310556	LEASE & USAGE CHARGE FY26	3443009 560230		2026/7	1.84
			1310556	LEASE & USAGE CHARGE FY26	3443010 560230		2026/7	1.84
					Total For Check # 335729			1,319.39
01/15/2026	335731	5131 KEVIN BEHE	15429	CITY COUNCIL 07/14/25	3443001 540070		2026/7	2.22
			15429	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.14
			15475	CITY COUNCIL 07/14/25	3443001 540070		2026/7	3.69
			15475	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.24
			15358	CITY COUNCIL 07/14/25	3443001 540070		2026/7	2.96
			15358	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.19
			15357	CITY COUNCIL 07/14/25	3443001 540070		2026/7	2.96

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		NAME	INVOICE	DESCRIPTION				
			15357	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.19
			15356	CITY COUNCIL 07/14/25	3443001 540070		2026/7	2.96
			15356	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.19
			15355	CITY COUNCIL 07/14/25	3443001 540070		2026/7	4.43
			15355	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.29
			15359	CITY COUNCIL 07/14/25	3443001 540070		2026/7	4.80
			15359	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.31
			15335	CITY COUNCIL 07/14/25	3443001 540070		2026/7	3.69
			15335	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.24
					Total For Check # 335731			29.50
01/15/2026	335733	3876 KRISTI WITTLICH	12312025	Professional Services Veterinary Consult	3443009 530870		2026/7	558.00
					Total For Check # 335733			558.00
01/15/2026	335739	2355 LOCKEDINRN	12292025	Visiting Nurse	3443008 530870		2026/7	307.08
			01052026	Visiting Nurse	3443008 530870		2026/7	307.08
					Total For Check # 335739			614.16
01/15/2026	335741	3658 MALLORY SAFETY AND SUPPLY	6326316	Boom Mics for SOT Headsets	3443001 560240		2026/7	472.95
					Total For Check # 335741			472.95
01/15/2026	335742	1566 MATLOCK SECURITY SERVICES	28185	Relocation and addition of fire alarm devices	3443001 540070		2026/7	3,478.00
					Total For Check # 335742			3,478.00
01/15/2026	335750	25 NAPA AUTO PARTS	022386	911082	3443001 560200		2026/7	42.38
			022390	7060	3443001 560200		2026/7	4.25
			022390	4579	3443001 560200		2026/7	7.11
			022390	2725	3443001 560200		2026/7	15.92
			022390	20811	3443001 560210		2026/7	23.61
			022390	115	3443001 560210		2026/7	14.44
			022390	5W20BULK	3443001 560210		2026/7	23.66
			022395	F011685	3443001 560190		2026/7	292.86

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	NAME	INVOICE		DESCRIPTION		
		022404		F000188	3443001 560190	2026/7 214.28
		022457		SG8855M	3443001 560200	2026/7 34.00
		022457		2413	3443001 560230	2026/7 6.34
		022457		860	3443001 560230	2026/7 10.94
		022460		7502	3443001 560200	2026/7 4.25
		022460		5W20BULK	3443001 560210	2026/7 20.28
		022460		115	3443001 560210	2026/7 14.44
		022460		20811	3443001 560210	2026/7 23.61
		022461		PF66	3443001 560200	2026/7 6.14
		022461		23321606	3443001 560200	2026/7 59.77
		022461		13508023	3443001 560200	2026/7 43.38
		022461		20811	3443001 560210	2026/7 23.61
		022461		115	3443001 560210	2026/7 14.44
		022461		0W20BULK	3443001 560210	2026/7 21.48
		022463		7045	3443001 560200	2026/7 4.25
		022463		4211	3443001 560200	2026/7 14.22
		022463		5W30BULK	3443001 560210	2026/7 25.20
		022463		20811	3443001 560210	2026/7 23.61
		022463		115	3443001 560210	2026/7 14.44
		022473		F003072	3443001 560190	2026/7 258.78
		022495		7060	3443001 560200	2026/7 4.25
		022495		4048	3443001 560200	2026/7 8.88
		022495		9746	3443001 560200	2026/7 19.29
		022495		20811	3443001 560210	2026/7 24.39
		022495		115	3443001 560210	2026/7 15.50
		022495		5W20BULK	3443001 560210	2026/7 23.66
		022583		6F2Z1A189A	3443001 560200	2026/7 297.32
		022595		911222	3443001 560200	2026/7 36.53
		022597		FT9350	3443001 560200	2026/7 23.61
		022597		FT9610	3443001 560200	2026/7 34.91
		022352		7060	3443001 560200	2026/7 4.25
		022352		20811	3443001 560210	2026/7 23.61

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				022352	115	3443001 560210		2026/7	14.44
				022352	5W20BULK	3443001 560210		2026/7	23.66
				022354	7060	3443001 560200		2026/7	4.25
				022354	20811	3443001 560210		2026/7	23.61
				022354	115	3443001 560210		2026/7	14.44
				022354	5W20BULK	3443001 560210		2026/7	23.66
				022354	9080XL	3443001 560230		2026/7	15.56
				022358	85140320	3443001 560200		2026/7	105.87
				022358	87866865	3443001 560200		2026/7	427.30
				022358	84879622	3443001 560200		2026/7	732.46
				022358	13552815	3443001 560200		2026/7	367.18
				022358	2413	3443001 560230		2026/7	6.34
				022370	20811	3443001 560210		2026/7	23.61
				022370	115	3443001 560210		2026/7	14.44
				022370	2413	3443001 560230		2026/7	6.34
				022376	7060	3443001 560200		2026/7	4.25
				022376	4048	3443001 560200		2026/7	8.88
				022376	9746	3443001 560200		2026/7	19.29
				022376	5W20BULK	3443001 560210		2026/7	23.66
				022377	100255	3443001 560200		2026/7	4.25
				022377	20811	3443001 560210		2026/7	23.61
				022377	115	3443001 560210		2026/7	14.44
				022377	0W20BULK	3443001 560210		2026/7	28.64
				022380	F008921	3443001 560190		2026/7	712.08
						Total For Check # 335750			4,420.15
01/15/2026	335751			022391	75530	3443001 560210		2026/7	4.91
				022402	7031889	3443001 560200		2026/7	11.57
				022406	PKA0F3	3443001 560200		2026/7	3.64
				022409	3157N	3443001 560200		2026/7	0.61
						Total For Check # 335751			20.73

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		NAME	INVOICE	DESCRIPTION				
01/15/2026	335760	96 OTA PIKEPASS CENTER	20251296220	20251296220 ACCT 351160	3443001 550030		2026/7	126.07
					Total For Check # 335760			126.07
01/15/2026	335765	291 PRECISION DELTA	34807	CITY COUNCIL APPROVED 12/11/25 -	3443001 560320		2026/7	73,226.40
					Total For Check # 335765			73,226.40
01/15/2026	335766	4642 PROPIO LS, LLC	0303631225	0303631225 DEC 31, 2025	3443006 530870		2026/7	144.81
					Total For Check # 335766			144.81
01/15/2026	335785	4045 STEPHANIE BRADLEY	262	Professional Services by Dr. Bradley DVM	3443009 530870		2026/7	285.00
					Total For Check # 335785			285.00
01/15/2026	335788	5285 SUPER KLEAN CAR WASH	DECEMBER 2025	Car Washes invoiced once per month to be	3443001 540200		2026/7	665.00
					Total For Check # 335788			665.00
01/15/2026	335790	533 BROKEN ARROW INSURANCE	3376649	3376649	3443006 530110		2026/7	30.00
					Total For Check # 335790			30.00
01/15/2026	335796	949 TULSA WINNELSON COMPANY	666076 01	BLANKET PO MISC. PLUMBING SUPPLIES	3443008 560180		2026/7	121.04
					Total For Check # 335796			121.04
01/15/2026	335812	5460 WITMER PUBLIC SAFETY	INV774141	Breaching Tools for PD	3443001 560240		2026/7	2,498.07
					Total For Check # 335812			2,498.07
01/22/2026	335813	4904 AMERITAS LIFE INSURANCE	184633	Payroll Run 1 - Warrant 251219	344 218240		2026/6	3,782.04
					Total For Check # 335813			3,782.04
01/22/2026	335815	5620 ANAES PACHECO	PDR 02032026	PER DIEM-LEDT BLOCK-BAPD RECRUIT	3443001 550030		2026/7	272.00
					Total For Check # 335815			272.00
01/22/2026	335816	559 BRYAN DURLING	PDR 02032026	PER DIEM-LEDT BLOCK INSTRUCTOR	3443001 550030		2026/7	231.20
					Total For Check # 335816			231.20

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
01/22/2026	335817	5616 CHRISTIAN GOODMAN	PDR 02032026	PER DIEM-LEDT BLOCK-BAPD RECRUIT	3443001 550030		2026/7	272.00
					Total For Check # 335817			272.00
01/22/2026	335818	5617 CODY KILGORE	PDR 02032026	PER DIEM-LEDT BLOCK-BAPD RECRUIT	3443001 550030		2026/7	272.00
					Total For Check # 335818			272.00
01/22/2026	335819	5613 CRISTO AMBRIZ	PDR 02032026	PER DIEM-LEDT BLOCK-BAPD RECRUIT	3443001 550030		2026/7	272.00
					Total For Check # 335819			272.00
01/22/2026	335820	3112 DANIEL BUCKLIN	PDR 02032026	PER DIEM-LEDT BLOCK INSTRUCTOR	3443001 550030		2026/7	231.20
					Total For Check # 335820			231.20
01/22/2026	335821	2746 ERIK ISHMAEL	PDR 02032026	PER DIEM-LEDT BLOCK INSTRUCTOR	3443001 550030		2026/7	231.20
					Total For Check # 335821			231.20
01/22/2026	335822	5619 GARRET NORRIS	PDR 02032026	PER DIEM-LEDT BLOCK-BAPD RECRUIT	3443001 550030		2026/7	272.00
					Total For Check # 335822			272.00
01/22/2026	335824	4450 JACK H OELKE	TRR FA2025	TUITION REIMB FOR FALL 2025 NSU	3443001 530110		2026/7	1,200.00
					Total For Check # 335824			1,200.00
01/22/2026	335825	5621 JAMES WILLINGHAM	PDR 02032026	PER DIEM-LEDT BLOCK-BAPD RECRUIT	3443001 550030		2026/7	272.00
					Total For Check # 335825			272.00
01/22/2026	335826	1492 JOHN DUSSLING	PDR 02032026	PER DIEM-LEDT BLOCK INSTRUCTOR	3443001 550030		2026/7	231.20
					Total For Check # 335826			231.20
01/22/2026	335827	1527 JONATHAN KLECKA	PSR 02032026	PER DIEM-LEDT BLOCK INSTRUCTOR	3443001 550030		2026/7	231.20
					Total For Check # 335827			231.20
01/22/2026	335828	4013 JOSE DIAZ	PDR 01262026	PER DIEM-USE OF FORCE ENCOUNTERS-	3443001 550030		2026/7	120.00

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		NAME	INVOICE	DESCRIPTION				
					Total For Check # 335828			120.00
01/22/2026	335830	5614 KADEN BALLARD	PDR 02032026	PER DIEM-LEDT BLOCK-BAPD RECRUIT	3443001 550030		2026/7	272.00
					Total For Check # 335830			272.00
01/22/2026	335831	2161 KELLY HAMM	PDR 01262026	PER DIEM-USE OF FORCE ENCOUNTERS-	3443001 550030		2026/7	120.00
					Total For Check # 335831			120.00
01/22/2026	335832	5618 MADISON MCCUMBER	PDR 02032026	PER DIEM-LEDT BLOCK-BAPD RECRUIT	3443001 550030		2026/7	272.00
					Total For Check # 335832			272.00
01/22/2026	335834	5062 NATALIE HUNDLEY-GROEGER	TRR FA2025	TUITION REIMB FOR FALL 2025 TCC	3443006 530110		2026/7	239.00
					Total For Check # 335834			239.00
01/22/2026	335839	4017 PARKER MCDANIEL	PDR 02032026	PER DIEM-LEDT BLOCK INSTRUCTOR	3443001 550030		2026/7	231.20
					Total For Check # 335839			231.20
01/22/2026	335840	5615 PAYTON COMPTON	PDR 02032026	PER DIEM-LEDT BLOCK-BAPD RECRUIT	3443001 550030		2026/7	272.00
					Total For Check # 335840			272.00
01/22/2026	335841	964 PHILIP SHORT	PDR 02032026	PER DIEM-LEDT BLOCK INSTRUCTOR	3443001 550030		2026/7	231.20
					Total For Check # 335841			231.20
01/22/2026	335842	673 STEPHEN T GEIGER	PDR 02032026	PER DIEM-USE OF FORCE ENCOUNTERS-	3443001 550030		2026/7	231.20
					Total For Check # 335842			231.20
01/22/2026	335846	489 ADMIRAL EXPRESS LLC	209376-S	209376-S	3443008 560030		2026/7	103.96
					Total For Check # 335846			103.96
01/22/2026	335848	4935 AMAZON.COM SALES INC	1YW4-GQMN-4XQF	Restock of Pens for Records	3443010 560030		2026/7	41.96
			1PNF-HGXJ-6KAC	televisions for security monitor and inmate	3443008 560180		2026/7	68.94
			1X3C-4LKY-RXR3	Replacement Jump Boxes for PD Cars,	3443001 560230		2026/7	200.21

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				1X3C-4LKY-RXR3	Replacement Jump Boxes for PD Cars,	3443001 560240		2026/7	163.47
				1F7D-JN11-7QP4	Cabinet for Women's Restroom in Phase 3	3443001 560240		2026/7	349.98
				1L9N-R11W-QK13	Belts for PD Academy Recruits for BJJ	3443001 560100		2026/7	109.89
				179T-913X-PJKF	Nameplates and Badge Holders for Recruits	3443001 560100		2026/7	388.35
					Total For Check #	335848			1,322.80
01/22/2026	335852	5349 HEATHER OWEN		39370	39370 K-9 GHOST	3443001 530870		2026/7	444.71
					Total For Check #	335852			444.71
01/22/2026	335863	204 BROKEN ARROW PUBLIC		2026-099-033	2026-099-033	3443001 550100		2026/7	3,666.64
					Total For Check #	335863			3,666.64
01/22/2026	335867	576 CDW GOVERNMENT		AH4478L	Portable Citation Printers for Patrol	3443001 560240		2026/7	29,631.24
					Total For Check #	335867			29,631.24
01/22/2026	335870	996 CITY OF BROKEN ARROW		187414	Payroll Run 1 - Warrant 260116	344 218180		2026/7	1,530.02
				187414	Payroll Run 1 - Warrant 260116	344 218360		2026/7	12,715.74
					Total For Check #	335870			14,245.76
01/22/2026	335872	1391 CLEAN THE UNIFORM CO		52170595	Rugs for PSC and Training Center for FY26	3443001 540330		2026/7	4.71
				52170596	Rugs for PSC and Training Center for FY26	3443001 540330		2026/7	4.71
					Total For Check #	335872			9.42
01/22/2026	335885	1231 AT&T MOBILITY LLC		19339297X01082026	287319339297X01082026	3443001 550220		2026/7	228.28
				19339297X01082026	287319339297X01082026	3443001 550540		2026/7	9,192.13
					Total For Check #	335885			9,420.41
01/22/2026	335886			19128175X01082026	287319128175X01082026	3443001 550220		2026/7	1,792.40
				19128175X01082026	287319128175X01082026	3443009 550220		2026/7	19.29
				19128175X01082026	287319128175X01082026	3443001 550540		2026/7	6,320.92
				19128175X01082026	287319128175X01082026	3443006 550540		2026/7	30.25
				19128175X01082026	287319128175X01082026	3443009 550540		2026/7	243.24

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		NAME	INVOICE	DESCRIPTION				
					Total For Check # 335886			8,406.10
01/22/2026	335887		DVR122025	ACCT # 500634737 12/05/25-01/04/26	3443001 550540		2026/7	3,727.25
					Total For Check # 335887			3,727.25
01/22/2026	335890	4963 GLASS WORKS INC.	51635	BLANKET PO - GLASS REPAIR	3443001 540280		2026/7	864.00
					Total For Check # 335890			864.00
01/22/2026	335891	4344 GORFAM MARKETING INC	78032	SOT New Member Uniform Equipment	3443001 560100		2026/7	144.25
					Total For Check # 335891			144.25
01/22/2026	335900	4736 DUSTIN MANLY	10001273	10001273	3443001 540070		2026/7	2,350.00
					Total For Check # 335900			2,350.00
01/22/2026	335902	5131 KEVIN BEHE	15277	CITY COUNCIL 07/14/25	3443001 540070		2026/7	3.69
			15277	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.24
			15353	CITY COUNCIL 07/14/25	3443001 540070		2026/7	2.22
			15353	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.14
			15354	CITY COUNCIL 07/14/25	3443001 540070		2026/7	4.80
			15354	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.31
			15345	CITY COUNCIL 07/14/25	3443001 540070		2026/7	2.96
			15345	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.19
			15346	CITY COUNCIL 07/14/25	3443001 540070		2026/7	3.69
			15346	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.24
			15347	CITY COUNCIL 07/14/25	3443001 540070		2026/7	3.70
			15347	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.24
			15348	CITY COUNCIL 07/14/25	3443001 540070		2026/7	3.69
			15348	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.24
			15349	CITY COUNCIL 07/14/25	3443001 540070		2026/7	4.43
			15349	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.29
			15352	CITY COUNCIL 07/14/25	3443001 540070		2026/7	4.43
			15352	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.29

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				15351	CITY COUNCIL 07/14/25	3443001 540070		2026/7	4.43
				15351	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.29
				15350	CITY COUNCIL 07/14/25	3443001 540070		2026/7	2.22
				15350	CITY COUNCIL 07/14/25	3443009 540070		2026/7	0.14
						Total For Check # 335902			42.87
01/22/2026	335915	25 NAPA AUTO PARTS		022506	PF66	3443001 560200		2026/7	6.14
				022506	20811	3443001 560210		2026/7	24.39
				022506	115	3443001 560210		2026/7	15.50
				022506	0W20BULK	3443001 560210		2026/7	21.48
				022513	100255	3443001 560200		2026/7	4.25
				022513	20811	3443001 560210		2026/7	24.39
				022513	115	3443001 560210		2026/7	15.50
				022513	0W20BULK	3443001 560210		2026/7	28.64
				022515	F2GZ1A189A	3443001 560190		2026/7	74.33
				022518	7502	3443001 560200		2026/7	4.25
				022518	20811	3443001 560210		2026/7	24.39
				022518	115	3443001 560210		2026/7	15.50
				022518	5W20BULK	3443001 560210		2026/7	20.28
				022660	7502	3443001 560200		2026/7	4.25
				022660	4068	3443001 560200		2026/7	5.32
				022660	6935	3443001 560200		2026/7	9.55
				022660	20811	3443001 560210		2026/7	24.39
				022660	115	3443001 560210		2026/7	15.50
				022660	5W20BULK	3443001 560210		2026/7	20.28
				022663	F000702	3443001 560190		2026/7	297.20
				022668	7502	3443001 560200		2026/7	4.25
				022668	20811	3443001 560210		2026/7	24.39
				022668	115	3443001 560210		2026/7	15.50
				022668	5W20BULK	3443001 560210		2026/7	20.28
				022674	F000702	3443001 560190		2026/7	297.20
				022690	MT34	3443001 560200		2026/7	150.44

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NAME	INVOICE	DESCRIPTION				
	022763	7060		3443001 560200	2026/7	4.25
	022763	20811		3443001 560210	2026/7	24.39
	022763	115		3443001 560210	2026/7	15.50
	022763	5W20BULK		3443001 560210	2026/7	23.66
	022765	FT8855		3443001 560200	2026/7	57.24
	022775	F000702		3443001 560190	2026/7	297.20
	022776	100255		3443001 560200	2026/7	4.25
	022776	20811		3443001 560210	2026/7	24.39
	022776	115		3443001 560210	2026/7	15.50
	022776	0W20BULK		3443001 560210	2026/7	28.64
	022780	2607470		3443001 560200	2026/7	113.87
	022780	2607471		3443001 560200	2026/7	113.87
	022789	F2GZ1A189A		3443001 560190	2026/7	74.33
	022804	7060		3443001 560200	2026/7	4.25
	022804	5W20BULK		3443001 560210	2026/7	23.66
	022804	20811		3443001 560210	2026/7	24.39
	022804	115		3443001 560210	2026/7	15.50
	022624	2413		3443001 560200	2026/7	6.34
	022624	100255		3443001 560200	2026/7	4.25
	022624	490		3443001 560200	2026/7	13.89
	022624	20811		3443001 560210	2026/7	24.39
	022624	115		3443001 560210	2026/7	15.50
	022624	0W20BULK		3443001 560210	2026/7	28.64
	022631	230019		3443001 560200	2026/7	8.60
	022631	7502		3443001 560200	2026/7	4.25
	022631	20811		3443001 560210	2026/7	24.39
	022631	115		3443001 560210	2026/7	15.50
	022631	5W20BULK		3443001 560210	2026/7	20.28
				Total For Check # 335915		2,198.51
01/22/2026	335916	022516	34874	3443001 560200	2026/7	4.81
		022517	RTU1DEX	3443001 560210	2026/7	18.60

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		NAME	INVOICE	DESCRIPTION				
			022528	NPB22	3443001 560200		2026/7	16.24
			022652	200910	3443001 560200		2026/7	14.84
			022667	64284	3443001 560200		2026/7	2.91
			022697	194NAN	3443001 560200		2026/7	0.98
			022762	230019	3443001 560200		2026/7	8.60
			022762	5W20BULK	3443001 560210		2026/7	20.28
			022766	2413	3443001 560200		2026/7	6.34
			022767	0W20BULK	3443001 560210		2026/7	10.74
			022779	84032	3443001 560210		2026/7	24.39
			022805	RTU1GAL	3443001 560210		2026/7	8.61
			022638	200910	3443001 560200		2026/7	7.42
			022648	8933000866	3443009 560200		2026/7	5.53
			022648		3443009 560200		2026/7	6.99
					Total For Check # 335916			157.28
01/22/2026	335917	49 OKLAHOMA DEPT OF PUBLIC	LET-021594	OLETS MONTHLY INVOICE - DECEMBER	3443006 550540		2026/7	3,685.00
					Total For Check # 335917			3,685.00
01/22/2026	335918	98 OKLAHOMA NATURAL GAS CO	114839300 01142026	210157046 1148393 00 JAN 14, 2026 4205 E	3443001 550240		2026/7	204.79
					Total For Check # 335918			204.79
01/22/2026	335933	4931 HOWARD DCIII LLC	448762	UNIT 2034	3443001 540200		2026/7	294.80
					Total For Check # 335933			294.80
01/22/2026	335934	4917 FIRST RESPONDER	189920-1	Recruit Officers Dress Hat w/ Badge	3443001 560100		2026/7	1,255.50
					Total For Check # 335934			1,255.50
01/22/2026	335937	4760 AUTOMOTIVE INDUSTRIES LLC	71160	Painting Headlight Housing for Unit 1891	3443001 540200		2026/7	366.92
					Total For Check # 335937			366.92
01/22/2026	335939	1104 TIGER, INC.	1225258991	DEC 1-31, 2025 4205 E OMAHA ST	3443001 550240		2026/7	239.61
			122529005	DEC 1-31, 2025 1101 N 6TH ST	3443001 550240		2026/7	838.68

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		NAME	INVOICE	DESCRIPTION					
			122529006	DEC 1-31, 2025 4121 E OMAHA		3443009 550240		2026/7	813.97
						Total For Check # 335939			1,892.26
01/22/2026	335941	5602 TREASURE ELECTRONICS INC	12300	12300		3443001 540330		2026/7	1,100.00
						Total For Check # 335941			1,100.00
01/22/2026	335944	949 TULSA WINNELSON COMPANY	670697 01	BLANKET PO MISC. PLUMBING SUPPLIES		3443009 560180		2026/7	15.90
			671069 01	BLANKET PO MISC. PLUMBING SUPPLIES		3443001 560180		2026/7	565.74
						Total For Check # 335944			581.64
01/22/2026	335951	24 WEST THOMSON REUTERS	853028203	Contract Renewal for Year 3 of PD CLEAR		3443001 540550		2026/7	2,043.49
						Total For Check # 335951			2,043.49
						Total For Fund 344			261,613.46
						Number of Invoices For Fund 344			335

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		NAME	INVOICE	DESCRIPTION				
01/15/2026	335592	5608 BRAEDON KINSEY	MLG 12312025	MILEAGE REIMBURSEMENT	3453501 550030		2026/7	29.93
					Total For Check # 335592			29.93
01/15/2026	335597	5607 DAKOTA HIGGINS	MLG 12312025	MILEAGE REIMBURSEMENT	3453501 550030		2026/7	6.16
					Total For Check # 335597			6.16
01/15/2026	335599	5604 DEVON ROBINSON	TRR SU2025	TUITION REIMBURSEMENT	3453501 530110		2026/7	814.99
					Total For Check # 335599			814.99
01/15/2026	335601	3389 JACOB TIDWELL	MLG 12312025	MILEAGE REIMBURSEMENT	3453501 550030		2026/7	16.80
					Total For Check # 335601			16.80
01/15/2026	335603	5143 JENNIFER QUICK	MLG 12312025	MILEAGE REIMBURSEMENT	3453501 550030		2026/7	58.80
					Total For Check # 335603			58.80
01/15/2026	335604	4954 JEREMY BREWER	MLG 12312025	MILEAGE REIMBURSEMENT	3453501 550030		2026/7	14.42
					Total For Check # 335604			14.42
01/15/2026	335605	1434 JOHN PARKER	TRR FA2025	TUITION REIMBURSEMENT	3453501 530110		2026/7	1,200.00
					Total For Check # 335605			1,200.00
01/15/2026	335608	4416 JORDAN E SLATCHER	MLG 12312025	MILEAGE REIMBURSEMENT	3453501 550030		2026/7	11.69
					Total For Check # 335608			11.69
01/15/2026	335610	4951 KARSON GILBERT	MLG 12312025	MILEAGE REIMBURSEMENT	3453501 550030		2026/7	27.02
					Total For Check # 335610			27.02
01/15/2026	335611	3164 KEITH GILLETTE	MLG 12312025	MILEAGE REIMBURSEMENT	3453501 550030		2026/7	122.15
					Total For Check # 335611			122.15
01/15/2026	335612	1891 KYLE ROBERTS	MLG 12312025	MILEAGE REIMBURSEMENT	3453501 550030		2026/7	49.77
					Total For Check # 335612			49.77

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		NAME	INVOICE	DESCRIPTION				
01/15/2026	335613	651 NATHAN KINSEY	MLG 12312025	MILEAGE REIMBURSEMENT	3453501 550030		2026/7	32.34
					Total For Check # 335613			32.34
01/15/2026	335644	5606 RICHARD TEEHEE	MLG 12312025	MILEAGE REIMBURSEMENT	3453501 550030		2026/7	21.11
					Total For Check # 335644			21.11
01/15/2026	335645	4433 RICHARD TEETER	MLG 12312025	MILEAGE REIMBURSEMENT	3453501 550030		2026/7	59.22
					Total For Check # 335645			59.22
01/15/2026	335646	5609 RUSTY MARTIN	MLG 12312025	MILEAGE REIMBURSEMENT	3453501 550030		2026/7	117.25
					Total For Check # 335646			117.25
01/15/2026	335647	893 RYAN LAWSON	PDR 01192026	PER DIEM	3453501 550030		2026/7	285.60
					Total For Check # 335647			285.60
01/15/2026	335652	5482 VICTORIA GROVES	MLG 12312025	MILEAGE REIMBURSEMENT	3453501 550030		2026/7	6.16
					Total For Check # 335652			6.16
01/15/2026	335656	149 AMERICAN ELECTRIC	284-103-0-3 12292025	FY26 ANNUAL AGREEMENT 953-284-103-0-	3453501 550250		2026/7	5,698.48
					Total For Check # 335656			5,698.48
01/15/2026	335658	4935 AMAZON.COM SALES INC	1JHW-JLP3-KVHC	ITEM: Post-it Super Sticky Easel Pad, 25 in x	3453501 560030		2026/7	58.72
			1QX3-GYR7-HJF1	ITEM: Moordyses Embroidered Patches Fire	3453504 560100		2026/7	100.46
			1HRN-6KPD-GWRV	ITEM: Amazon Basics 100-Pack AA Alkaline	3453501 560230		2026/7	40.88
			1HRN-6KPD-GWRV	ITEM: Amazon Basics 100-Pack AA Alkaline	3453504 560230		2026/7	25.58
			1JXL-CFFC-GMRK	ITEM: Anker USB C to USB C Cable, Type-C	3453504 560230		2026/7	159.54
			1KVL-1Y19-QLMW	REQ BY KIN BOOTH	3453501 560310		2026/7	35.56
			1NTQ-31JR-9MYF	ITEM: Scotch Magic Tape, Invisible, Holiday	3453503 560030		2026/7	28.47
			1VNR-KXYR-HL6V	ITEM: [4 Pack] USB-C Wall Charger, 20W	3453503 560230		2026/7	46.76
					Total For Check # 335658			495.97

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
01/15/2026	335659	5180 AMERICAN MEDICAL GAS	4040	BLANKET PO FOR EMS OXYGEN AND	3453502 560230		2026/7	24.00
			4032	BLANKET PO FOR EMS OXYGEN AND	3453502 560230		2026/7	82.00
			4033	BLANKET PO FOR EMS OXYGEN AND	3453502 560230		2026/7	122.00
			4034	BLANKET PO FOR EMS OXYGEN AND	3453502 560230		2026/7	292.00
				Total For Check # 335659				520.00
01/15/2026	335680	29 CASCO INDUSTRIES INC	278091	4 gas monitors	3453501 560240		2026/7	2,517.00
			278351	Saw mounts for E4 and 1082	3453501 560230		2026/7	458.00
				Total For Check # 335680				2,975.00
01/15/2026	335684	1017 CHRIS NIKEL CHRYSLER JEEP	69213	Unit 1654 key fobs	3453504 540200		2026/7	377.30
				Total For Check # 335684				377.30
01/15/2026	335685	37 CINTAS CORPORATION	5309468312	BLANKET PO FOR ALL DEPARTMENT USE	3453501 560230		2026/7	280.42
			5311825701	BLANKET PO FOR ALL DEPARTMENT USE	3453501 560230		2026/7	283.26
				Total For Check # 335685				563.68
01/15/2026	335687	1391 CLEAN THE UNIFORM CO	52170591	52170591 DEC 24, 2025	3453501 540330		2026/7	20.93
			52170591	52170591 DEC 24, 2025	3453501 560300		2026/7	58.42
			52169936	52169936 DEC 19, 2025	3453501 540330		2026/7	39.06
			52169936	52169936 DEC 19, 2025	3453501 560300		2026/7	198.50
			52170590	52170590 DEC 24, 2025	3453501 540330		2026/7	2.94
			52171686	52171686 DEC 31, 2025	3453501 540330		2026/7	30.78
			52171686	52171686 DEC 31, 2025	3453501 560300		2026/7	87.24
			52171687	52171687 DEC 31, 2025	3453501 540330		2026/7	42.01
			52171687	52171687 DEC 31, 2025	3453501 560300		2026/7	17.50
			52169937	52169937	3453501 540330		2026/7	38.72
			52169937	52169937	3453501 560300		2026/7	124.24
			52171068	52171068	3453501 540330		2026/7	31.22
			52171068	52171068	3453501 560300		2026/7	35.00
			52169932	52169932	3453501 540330		2026/7	27.35
			52169932	52169932	3453501 560300		2026/7	176.00

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		NAME	INVOICE	DESCRIPTION				
			52172161	52172161	3453501 540330		2026/7	27.35
			52172161	52172161	3453501 560300		2026/7	30.00
			52172165	52172165	3453501 540330		2026/7	38.38
			52172165	52172165	3453501 560300		2026/7	141.50
			52172166	52172166	3453501 540330		2026/7	38.72
			52172166	52172166	3453501 560300		2026/7	10.00
					Total For Check # 335687			1,215.86
01/15/2026	335688	926 CLIA LABORATORY PROGRAM	37D0888013 12232025	37D0888013 CERTIFICATE PERIOD 2026-	3453502 530110		2026/7	248.00
					Total For Check # 335688			248.00
01/15/2026	335693	1196 CONRAD FIRE EQUIPMENT INC	590174	590174	3453501 540550		2026/7	275.00
			590175	590175	3453501 540550		2026/7	275.00
			590176	590176	3453501 540550		2026/7	275.00
			590177	590177	3453501 540200		2026/7	3,517.50
			590205	590205	3453501 540200		2026/7	799.44
			590218	590218	3453501 540200		2026/7	1,157.16
					Total For Check # 335693			6,299.10
01/15/2026	335697	46 CUMMINS SOUTHERN PLAINS	91-251290719	UNIT # 1925	3453501 540200		2026/7	3,363.56
					Total For Check # 335697			3,363.56
01/15/2026	335702	1526 DR DAVID GEARHART, DO	07/01/25-12/31/25	MEDICAL DIRECTOR FOR EMS- 7/1/25-	3453502 530870		2026/7	12,750.00
					Total For Check # 335702			12,750.00
01/15/2026	335711	4963 GLASS WORKS INC.	50904	BLANKET PO - GLASS REPAIR	3453501 540200		2026/7	79.00
					Total For Check # 335711			79.00
01/15/2026	335720	798 HENRY SCHEIN INC	51166908	EMS SUPPLIES ACCT 1199339	3453502 560230		2026/7	3,540.55
					Total For Check # 335720			3,540.55
01/15/2026	335723	4978 HIPOWER SYSTEMS OKLAHOMA, 2025190		BLANKET PO FOR BID# 26.122	3453501 540280		2026/7	154.27

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			2025190	BLANKET PO FOR BID# 26.122	3453501 540280		2026/7	154.27
			2025190	BLANKET PO FOR BID# 26.122	3453501 540280		2026/7	154.27
			2025190	BLANKET PO FOR BID# 26.122	3453501 540280		2026/7	154.27
			2025190	BLANKET PO FOR BID# 26.122	3453501 540280		2026/7	154.27
			2025190	BLANKET PO FOR BID# 26.122	3453501 540280		2026/7	231.48
			2025190	BLANKET PO FOR BID# 26.122	3453501 540280		2026/7	154.27
			2025190	BLANKET PO FOR BID# 26.122	3453501 540280		2026/7	154.27
				Total For Check # 335723				1,311.37
01/15/2026	335729	23 J D YOUNG COMPANY INC	1310556	LEASE & USAGE CHARGE FY26	3453501 540330		2026/7	279.57
			1310556	LEASE & USAGE CHARGE FY26	3453503 540330		2026/7	254.68
			1310556	LEASE & USAGE CHARGE FY26	3453501 540550		2026/7	154.28
			1310556	LEASE & USAGE CHARGE FY26	3453503 540550		2026/7	101.28
			1310556	LEASE & USAGE CHARGE FY26	3453501 560230		2026/7	5.59
			1310556	LEASE & USAGE CHARGE FY26	3453503 560230		2026/7	2.54
				Total For Check # 335729				797.94
01/15/2026	335731	5131 KEVIN BEHE	15429	CITY COUNCIL 07/14/25	3453501 540070		2026/7	2.79
			15475	CITY COUNCIL 07/14/25	3453501 540070		2026/7	4.65
			15358	CITY COUNCIL 07/14/25	3453501 540070		2026/7	3.72
			15357	CITY COUNCIL 07/14/25	3453501 540070		2026/7	3.72
			15356	CITY COUNCIL 07/14/25	3453501 540070		2026/7	3.72
			15355	CITY COUNCIL 07/14/25	3453501 540070		2026/7	5.58
			15359	CITY COUNCIL 07/14/25	3453501 540070		2026/7	6.05
			15335	CITY COUNCIL 07/14/25	3453501 540070		2026/7	4.65
				Total For Check # 335731				34.88
01/15/2026	335736	1088 LIFE ASSIST INC	2039423	BLANKET PO FOR EMS	3453502 560230		2026/7	3,594.74
			2036503	BLANKET PO FOR EMS	3453502 560230		2026/7	1,960.00
				Total For Check # 335736				5,554.74
01/15/2026	335737	614 LIGHTING INC/BROKEN ARROW	S3441972.001	BLANKET PO FOR MISC. LIGHTING	3453501 560180		2026/7	83.52

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		NAME	INVOICE	DESCRIPTION	G/L NUMBER		YEAR/PERIOD	
					Total For Check # 335737			83.52
01/15/2026	335738	131 LOCKE SUPPLY COMPANY	57275058-00	BLANKET PO FOR PLUMBING & -----	3453501 560180		2026/7	20.29
					Total For Check # 335738			20.29
01/15/2026	335744	5542 MEDICAL WASTE SERVICES, LLC	271352	271352	3453502 530870		2026/7	360.50
					Total For Check # 335744			360.50
01/15/2026	335748	2621 MYHEALTH ACCESS NETWORK	16092	16092	3453502 540550		2026/7	420.00
					Total For Check # 335748			420.00
01/15/2026	335750	25 NAPA AUTO PARTS	022397	3008465	3453501 560200		2026/7	35.64
			022397		3453501 560200		2026/7	21.02
			022403	11675004	3453502 560200		2026/7	162.50
			022403	10587010	3453502 560200		2026/7	20.28
			022403		3453502 560200		2026/7	16.49
			022453	31MHD	3453501 560200		2026/7	497.60
			022458	9080XL	3453502 560230		2026/7	15.56
			022459	NPB22	3453501 560200		2026/7	16.24
			022475	13540603	3453502 560190		2026/7	237.16
			022482	2485343S	3453501 560200		2026/7	36.89
			022488	PL13654	3453501 560200		2026/7	65.16
			022488		3453501 560200		2026/7	8.77
			022490	1748XD	3453501 560200		2026/7	33.89
			022490	15W40BULK	3453501 560210		2026/7	82.57
			022493	TB363	3453501 560200		2026/7	10.23
			022493		3453501 560200		2026/7	81.24
			022584	HC3Z2B292A	3453502 560200		2026/7	187.97
			022584	HC3Z2C150B	3453502 560200		2026/7	69.50
			022609	84032	3453502 560210		2026/7	24.39
			022360	6749345	3453501 560200		2026/7	19.63
			022367	78004	3453501 560230		2026/7	22.64

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			022367	AHDWMPHDC1	3453501 560230		2026/7	7.84
					Total For Check # 335750			1,673.21
01/15/2026	335751		022396	7216	3453501 560200		2026/7	4.16
			022454	05016	3453502 560230		2026/7	6.20
			022456	SL3301	3453502 560210		2026/7	8.60
			022366	47G400	3453501 560200		2026/7	7.79
					Total For Check # 335751			26.75
01/15/2026	335756	4349 OKIE PACKAGING & INDUSTRIAL	320084B02	BLANKET ORDER FOR BLANKET PO FOR	3453502 560230		2026/7	415.55
			320584	BLANKET ORDER FOR BLANKET PO FOR	3453501 560230		2026/7	1,349.87
					Total For Check # 335756			1,765.42
01/15/2026	335758	4505 ON CALL SERVICES AND	109920	109920	3453503 540330		2026/7	79.52
					Total For Check # 335758			79.52
01/15/2026	335761	96 OTA PIKEPASS CENTER	20251295854	20251295854 acct 15506	3453501 550030		2026/7	462.92
			20251295854	20251295854 acct 15506	3453502 550030		2026/7	473.26
			20251295854	20251295854 acct 15506	3453501 550030		2026/7	-462.92
			20251295854	20251295854 acct 15506	3453502 550030		2026/7	-473.26
					Total For Check # 335761			0.00
01/15/2026	335774	1229 SAINT FRANCIS HOSPITAL	12312025	DECEMBER 2025 PHYSICALS	3453501 530020		2026/7	9,888.71
					Total For Check # 335774			9,888.71
01/15/2026	335798	333 TURNER ROOFING SERVICES	6-12164	ROOF REPAIR OVER BAY AT FIRE	3453501 540070		2026/7	1,597.38
					Total For Check # 335798			1,597.38
01/15/2026	335811	1095 WINDSTREAM HOLDINGS II LLC	101197628 12312025	FY26 ANNUAL AGREEMENT 101197628	3453501 550220		2026/7	67.28
					Total For Check # 335811			67.28
01/22/2026	335813	4904 AMERITAS LIFE INSURANCE	184633	Payroll Run 1 - Warrant 251219	345 218240		2026/6	12.32

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						Total For Check # 335813			12.32
01/22/2026	335846	489 ADMIRAL EXPRESS LLC		209462-S	209462-S	3453501 560030		2026/7	77.98
						Total For Check # 335846			77.98
01/22/2026	335848	4935 AMAZON.COM SALES INC		1F3F-4LTR-L3MT	ITEM: BIC Cristal Xtra Smooth Black	3453501 560030		2026/7	73.72
				1F3F-4LTR-L3MT	ITEM: BIC Cristal Xtra Smooth Black	3453501 560230		2026/7	25.64
				113M-RY6K-KQRT	ITEM: Cardinal Economy 3 Ring Binders,	3453501 560030		2026/7	22.91
				1LTM-T9C3-1RCN	ITEM: Binditek 100 Pack Binding Covers and	3453501 560030		2026/7	33.65
				19QP-136L-GRRT	ITEM: U Brands Magnetic Dry Erase Board	3453501 560230		2026/7	15.79
				1YCR-GLFG-99CF	ITEM: AFMAT HPX3 Heavy Duty 3 Hole	3453501 560030		2026/7	25.19
				1RJD-P1HY-MCRW	Traffic cones	3453501 560230		2026/7	369.57
				1CH6-WV9D-GQ7P	UPS for Station 1 and batteries for Fleet UPS	3453501 560240		2026/7	1,199.78
						Total For Check # 335848			1,766.25
01/22/2026	335849	5180 AMERICAN MEDICAL GAS		3992	BLANKET PO FOR EMS OXYGEN AND	3453502 560230		2026/7	152.00
						Total For Check # 335849			152.00
01/22/2026	335855	885 ATWOOD DISTRIBUTING LP		3705	BLANKET PO SAFETY SHOES & MISC	3453503 560230		2026/7	214.92
				3705	BLANKET PO SAFETY SHOES & MISC	3453503 560240		2026/7	259.99
				3705	BLANKET PO SAFETY SHOES & MISC	3453503 560240		2026/7	154.99
						Total For Check # 335855			629.90
01/22/2026	335861	18 BOUND TREE MEDICAL		86033513	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2026/7	1,209.60
						Total For Check # 335861			1,209.60
01/22/2026	335866	29 CASCO INDUSTRIES INC		277107	Helmet/Shield Restock	3453501 560110		2026/7	4,589.00
						Total For Check # 335866			4,589.00
01/22/2026	335870	996 CITY OF BROKEN ARROW		187414	Payroll Run 1 - Warrant 260116	345 218180		2026/7	250.00
				187414	Payroll Run 1 - Warrant 260116	345 218360		2026/7	5,033.14
						Total For Check # 335870			5,283.14

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		NAME	INVOICE	DESCRIPTION				
01/22/2026	335885	1231 AT&T MOBILITY LLC	19339297X01082026	287319339297X01082026	3453501 550540		2026/7	1,827.50
			19339297X01082026	287319339297X01082026	3453501 560240		2026/7	283.78
					Total For Check # 335885			2,111.28
01/22/2026	335886		19128175X01082026	287319128175X01082026	3453501 550220		2026/7	130.16
			19128175X01082026	287319128175X01082026	3453502 550220		2026/7	32.60
			19128175X01082026	287319128175X01082026	3453501 550540		2026/7	2,570.36
			19128175X01082026	287319128175X01082026	3453502 550540		2026/7	664.89
					Total For Check # 335886			3,398.01
01/22/2026	335902	5131 KEVIN BEHE	15277	CITY COUNCIL 07/14/25	3453501 540070		2026/7	4.65
			15353	CITY COUNCIL 07/14/25	3453501 540070		2026/7	2.79
			15354	CITY COUNCIL 07/14/25	3453501 540070		2026/7	6.05
			15345	CITY COUNCIL 07/14/25	3453501 540070		2026/7	3.72
			15346	CITY COUNCIL 07/14/25	3453501 540070		2026/7	4.65
			15347	CITY COUNCIL 07/14/25	3453501 540070		2026/7	4.65
			15348	CITY COUNCIL 07/14/25	3453501 540070		2026/7	4.65
			15349	CITY COUNCIL 07/14/25	3453501 540070		2026/7	5.58
			15352	CITY COUNCIL 07/14/25	3453501 540070		2026/7	5.58
			15351	CITY COUNCIL 07/14/25	3453501 540070		2026/7	5.58
			15350	CITY COUNCIL 07/14/25	3453501 540070		2026/7	2.79
					Total For Check # 335902			50.69
01/22/2026	335905	1088 LIFE ASSIST INC	2036993	BLANKET PO FOR EMS	3453502 560230		2026/7	2,514.00
			2039771	BLANKET PO FOR EMS	3453502 560230		2026/7	193.86
					Total For Check # 335905			2,707.86
01/22/2026	335909	136 MAGIC REFRIGERATION	0059869-IN	0059869-IN	3453501 560310		2026/7	95.88
					Total For Check # 335909			95.88
01/22/2026	335915	25 NAPA AUTO PARTS	022505	F244465FIRE	3453501 560190		2026/7	667.98

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				022511	3380	3453502 560200		2026/7	10.71
				022511	1356	3453502 560200		2026/7	4.25
				022511	3031	3453502 560200		2026/7	3.40
				022511	3210300	3453502 560210		2026/7	23.68
				022511	9080XL	3453502 560230		2026/7	15.56
				022678	91460001	3453501 560200		2026/7	162.36
				022678		3453501 560200		2026/7	13.84
				022679	789DEF	3453501 560210		2026/7	1,022.12
				022753	1748XD	3453501 560200		2026/7	33.89
				022753	FS1098	3453501 560200		2026/7	47.96
				022753	600564	3453501 560200		2026/7	34.14
				022753	PA30309	3453501 560200		2026/7	153.08
				022753	15W40BULK	3453501 560210		2026/7	79.56
				022756	9047902	3453501 560200		2026/7	68.08
				022756	950011K	3453501 560200		2026/7	31.20
				022756	HDATFBULK	3453501 560210		2026/7	192.28
				022795	15E2E1	3453501 560210		2026/7	76.66
				022618	3243	3453504 560200		2026/7	9.08
				022618	9883	3453504 560200		2026/7	12.73
				022618	1372	3453504 560200		2026/7	4.25
				022618	5W20BULK	3453504 560210		2026/7	37.18
				022618	2413	3453504 560230		2026/7	6.34
				022625	RTU1EXT	3453504 560210		2026/7	8.61
				022625	7151546	3453504 560230		2026/7	39.20
				022625	08008	3453504 560230		2026/7	9.82
				022625	7151151	3453501 560230		2026/7	3.49
				022633	MTP65HD	3453503 560200		2026/7	305.12
						Total For Check # 335915			3,076.57
01/22/2026	335916			022659	7060	3453501 560200		2026/7	4.25
				022659	2725	3453501 560200		2026/7	15.92
				022659	5W20BULK	3453501 560210		2026/7	23.66

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01/15/2026	335691	5323 COLUMN SOFTWARE PBC		B6BD5005-0282	B6BD5005-0282 DEC 31, 2025	5933501 570150	2435170	2026/7	347.87
				B6BD5005-0280	B6BD5005-0280 DEC 22, 2025	5935300 570150	ST2027	2026/7	351.88
				B6BD5005-0275	B6BD5005-0275 DEC 8, 2025	5935300 570150	ST22270	2026/7	327.32
						Total For Check # 335691			1,027.07
01/15/2026	335701	3307 DP SUPPLY		3001010	12" HP Storm-for Jeff Johnson	5936000 570150	2260370	2026/7	720.00
						Total For Check # 335701			720.00
01/15/2026	335749	888 NAFECO		1387596	New Engine-Nafeco	5933501 570020	203531	2026/7	1,240.17
						Total For Check # 335749			1,240.17
01/22/2026	335844	4333 ACE APPRAISAL GROUP LLC		25-2109	25-2109 43RD ST PROJECT PARCEL 1,	5935300 570150	ST22280	2026/7	2,500.00
				25-2110	25-2110 43RD ST PRJ PARCEL 3, 3.01,	5935300 570150	ST22280	2026/7	2,500.00
						Total For Check # 335844			5,000.00
01/22/2026	335871	5347 CJC ARCHITECTS, INC.		2025-121	Admin Building-2517170	5931700 570150	2517170	2026/7	14,553.00
				2026-008	Admin Building-2517170	5931700 570150	2517170	2026/7	29,106.00
						Total For Check # 335871			43,659.00
01/22/2026	335888	3689 FREESE AND NICHOLS INC		0001396682	ST1926 Houston Widening 9th to Old HWY	5935300 570160	ST1926	2026/7	7,851.58
				0001394998	ST1926 Houston Widening 9th to Old HWY	5935300 570160	ST1926	2026/7	10,319.76
						Total For Check # 335888			18,171.34
01/22/2026	335889	674 GARVER ENGINEERS		18037041-43	110404	5935300 570160	ST2027	2026/7	2,004.00
						Total For Check # 335889			2,004.00
01/22/2026	335914	3669 MYERS-CHERRY		PA 2 2317210	Operations Ctr Admin Building	5931700 570150	2317210	2026/7	53,669.48
						Total For Check # 335914			53,669.48
						Total For Fund 593			125,491.06
						Number of Invoices For Fund 593			13

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
01/22/2026	335835	205 OKLAHOMA TAX COMMISSION	12312025	MITF ASSESSMENT FOR QUARTER -----	6601700 550900		2026/7	20,299.96
					Total For Check # 335835			20,299.96
01/22/2026	335953	2518 WORKER'S COMPENSATION	JAN 8 2026	JANUARY 8 2026 PAYMENT	6601700 530870		2026/7	6.00
			JAN 8 2026	JANUARY 8 2026 PAYMENT	6601700 530880		2026/7	23,103.14
			JAN 8 2026	JANUARY 8 2026 PAYMENT	6601700 550900		2026/7	2,341.06
					Total For Check # 335953			25,450.20
					Total For Fund 660			45,750.16
					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
01/22/2026	335813	4904 AMERITAS LIFE INSURANCE	----	184633	Payroll Run 1 - Warrant 251219	6611700 530890		2026/6	65.60
				184633	Payroll Run 1 - Warrant 251219	6611700 530890		2026/6	40.08
				184633	Payroll Run 1 - Warrant 251219	6611700 530890		2026/6	25.24
					Total For Check # 335813				130.92
01/22/2026	335814			DEC 2025	DENTAL 010-302115 DEC 2025	6611700 530890		2026/7	3,028.48
					Total For Check # 335814				3,028.48
					Total For Fund 661				3,159.40
					Number of Invoices For Fund 661				4

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
01/15/2026	335596	183 CLEET	DECEMBER 2025	COURT REPORT DECEMBER 2025	882 290305		2026/7	2,361.01
					Total For Check # 335596			2,361.01
01/15/2026	335616	353 OKLAHOMA BUREAU OF	DECEMBER 2025	EDUCATION FEES FOR DEC 2025	882 290311		2026/7	20.00
					Total For Check # 335616			20.00
01/15/2026	335617	835 STATE OF OKLAHOMA	DECEMBER 2025	COURT REPORT DECEMBER 2025	882 290305		2026/7	4,661.38
					Total For Check # 335617			4,661.38
01/15/2026	335618	999907 OTP - COURT REFUNDS	0000852		882 201020		2026/7	490.00
					Total For Check # 335618			490.00
01/15/2026	335619		0000853		882 201020		2026/7	570.00
					Total For Check # 335619			570.00
01/22/2026	335836	999900 OTP - AR REFUNDS	67153	REFUND	882 290301		2024/4	215.50
					Total For Check # 335836			215.50
01/22/2026	335837	999907 OTP - COURT REFUNDS	0000829		882 201020		2026/6	450.00
					Total For Check # 335837			450.00
Total For Fund 882								8,767.89
Number of Invoices For Fund 882								7



City of Broken Arrow

Request for Action

File #: 26-219, Version: 1

**Broken Arrow City Council
Meeting of: 2/3/2026**

Title:

Presentation and discussion of public education efforts to provide information about the 2026 General Obligation Bond package to Broken Arrow citizens

Background:

During its regular meeting on January 6, 2026, the City Council approved and called for a special election on April 7, 2026, regarding the General Obligation Bond package. The package includes propositions comprised of \$413 million in capital improvement projects related to transportation, public safety, quality of life, public facilities, stormwater, drainage, and a partnership with Tulsa City County Library. These seven propositions, if approved by voters, would have no impact on the current property tax rate in Broken Arrow.

In addition to the first seven propositions, City Council approved a vote on an eighth proposition for voters to decide on a one-half cent sales tax increase to fund much-needed improvements at the public sports facilities in Broken Arrow. If Proposition 8 is approved by voters, the new sales tax rate would be implemented on July 1, 2026, and expires on June 30, 2031, per Ordinance No. 3904. The one-half cent sales tax increase is estimated to generate \$53 million during the temporary five-year period.

These approvals of the City Council are the culmination of more than two years of planning for the General Obligation Bond package. Due to the collaborative efforts of the Council, city staff, citizens, school district, business leaders, civic organizations, community groups, youth and adult sports organizations, and others, the package is now final and ready to be shared with the community.

City staff are finalizing a Public Education campaign to meet with citizens across the city over the next two months. The goal is to lead a transparent and informative campaign that helps Broken Arrow residents understand the key elements and budgets for the proposed propositions, how bonds work, how they are used by municipalities, how the projects were chosen, the impact of each project on the future of the community, the voting process, and the various ways citizens will have to learn more about the projects at their convenience.

Cost: \$0

Funding Source: N/A

Requested By: Aaron McColloch, Communications Director

Approved By: City Manager's Office

Attachments:

Recommendation:
No action required.



City of Broken Arrow

Request for Action

File #: 26-202, **Version:** 1

Broken Arrow City Council
Meeting of: 02-03-2026

Title:

Consideration, discussion, and possible approval of and authorization to award to the lowest responsible bidder, Cherokee Pride Construction, Inc., a construction contract for 9th Street and Washington Street Intersection Improvements (Project No. ST2027 - Phase 1)

Background:

As part of Proposition 1 of the 2018 GO Bond, this project was designed by Garver for construction and includes rehabilitation and widening of the existing paving to five (5) lanes on 9th Street north and south of Washington Street, and five (5) lanes on Washington Street east and west of 9th Street at the intersection. The project also includes construction of sidewalk, ADA curb ramps at the intersection, and new traffic and pedestrian signals.

The project was advertised for bid on December 30th, 2025. Bids were opened on January 20th, 2026 with 6 bids received, all of which were responsive. The certified bid tab is attached.

The bids submitted were composed of 89 total pay items to form the total base bid. The lowest responsible bidder was Cherokee Pride Construction, Inc. with a total base bid of \$2,256,008.20. The total engineer's estimate for the project was \$2,665,105.90.

Cost: \$2,256,008.20

Funding Source: 2018 GO Bond - Proposition 1

Requested By: Charlie Bright, PE, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Certified Bid Tabulation

Recommendation:

Approve and authorize award to the lowest responsible bidder, Cherokee Pride Construction, Inc., for a construction contract for 9th Street and Washington Street Intersection Improvements (Project No. ST2027 - Phase 1)

BID TABULATION
SOUTH 9TH STREET AND WASHINGTON STREET INTERSECTION IMPROVEMENTS
PROJECT NO. ST2027 (PHASE 1) BID NO.26.132 QUEST CDN NO. 9985124
2:00 BID OPENING 1/20/26 AT THE CITY OF BROKEN ARROW OPERATIONS BUILDING VIA VIRTUAL BID OPENING

Section Title	Line Item	Item Code	Item Description	Unit of Measure	Quantity	Engineer Estimate		Cherokee Pride Construction Inc./ Sapulpa, ok		Grade Line Construction, LLC		DKerns Construction Inc		Diversified Civil Contractors, LLC		R&L Construction LLC		TimberWolf Excavating LLC		
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
Base Bid - Paving, Drainage, Waterline, Erosion Control & Temporary Traffic Control							\$2,294,204.00	\$1,880,356.00	\$34,000.00	\$1,990,676.37	\$1,993,187.50	\$2,075,757.00	\$1,940,278.35	\$2,348,427.05						
	1	201(A)	CLEARING AND GRUBBING	LSUM	1	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00	\$34,000.00	\$34,000.00	\$10,000.00	\$10,000.00	\$55,000.00	\$55,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	
	2	202(A)	UNCLASSIFIED EXCAVATION	CY	3734	\$45.00	\$168,030.00	\$30.00	\$77,020.00	\$30.00	\$112,020.00	\$52.00	\$194,168.00	\$23.00	\$85,882.00	\$26.50	\$98,951.00	\$25.00	\$93,350.00	
	3	221(B)	TEMPORARY SILT FENCE	LF	1845	\$10.00	\$18,450.00	\$3.00	\$5,535.00	\$3.00	\$5,535.00	\$4.00	\$7,380.00	\$2.00	\$3,690.00	\$3.25	\$5,996.25	\$5.00	\$9,225.00	
	4	221(E)	TEMPORARY SILT DIKE	LF	42	\$25.00	\$1,050.00	\$20.00	\$840.00	\$26.00	\$1,092.00	\$20.00	\$840.00	\$4.00	\$168.00	\$2.00	\$84.00	\$5.00	\$210.00	
	5	221(G)	TEMPORARY FIBER LOG	LF	188	\$12.00	\$2,256.00	\$20.00	\$3,760.00	\$7.50	\$1,410.00	\$5.00	\$940.00	\$3.00	\$564.00	\$4.00	\$756.00	\$10.00	\$1,880.00	
	6	230(A)	SOLID SLAB SODDING (LIKE KIND)	SY	6819	\$10.00	\$68,190.00	\$5.00	\$34,095.00	\$2.65	\$18,070.35	\$7.00	\$47,733.00	\$5.00	\$34,095.00	\$8.00	\$54,552.00	\$6.50	\$44,323.50	
	7	303(A)	AGGREGATE BASE TYPE A	CY	2252	\$65.00	\$146,380.00	\$55.00	\$123,860.00	\$70.00	\$157,640.00	\$60.00	\$135,120.00	\$65.00	\$146,380.00	\$48.00	\$108,996.00	\$55.00	\$123,860.00	
	8	310(B)	SUBGRADE, METHOD B	SY	9944	\$12.00	\$119,328.00	\$1.00	\$9,944.00	\$3.00	\$29,832.00	\$3.00	\$29,832.00	\$2.50	\$24,860.00	\$2.50	\$24,860.00	\$3.50	\$34,602.00	
	9	325	SEPARATOR FABRIC	SY	10172	\$5.00	\$50,860.00	\$2.00	\$20,344.00	\$2.00	\$20,344.00	\$1.25	\$12,715.00	\$2.00	\$20,344.00	\$3.50	\$35,602.00	\$2.50	\$25,430.00	
	10	326(B)	GEOTRID REINFORCEMENT	SY	10172	\$5.00	\$50,860.00	\$3.00	\$30,516.00	\$2.30	\$23,395.60	\$1.75	\$17,801.00	\$2.50	\$25,430.00	\$2.10	\$21,361.20	\$5.00	\$50,860.00	
	11	409(A)	FABRIC REINFORCEMENT	SY	10295	\$6.00	\$61,770.00	\$4.50	\$46,327.50	\$5.00	\$51,475.00	\$6.00	\$61,770.00	\$5.00	\$56,622.50	\$5.00	\$56,622.50	\$5.00	\$50,860.00	
	12	411(B)	SUPERPAVE, TYPE S3 (PG 64 22 CK)	TON	2867	\$110.00	\$315,370.00	\$112.00	\$321,104.00	\$100.00	\$286,700.00	\$120.00	\$344,040.00	\$139.00	\$398,513.00	\$105.00	\$301,035.00	\$141.00	\$404,247.00	
	13	411(C)	SUPERPAVE, TYPE S4 (PG 70 28 CK)(INSOLUBLE)	TON	1206	\$135.00	\$162,810.00	\$125.00	\$150,750.00	\$128.00	\$154,368.00	\$150.00	\$186,930.00	\$150.00	\$186,930.00	\$120.00	\$144,720.00	\$156.00	\$188,136.00	
	14	411(D)	SUPERPAVE, TYPE S5 (PG 64 22 CK)	TON	308	\$120.00	\$36,960.00	\$130.00	\$40,040.00	\$123.00	\$37,884.00	\$150.00	\$45,000.00	\$155.00	\$47,740.00	\$116.00	\$34,728.00	\$154.00	\$47,432.00	
	15	412	COLD MILLING PAVEMENT	SY	4837	\$5.00	\$24,185.00	\$5.00	\$24,185.00	\$3.65	\$17,620.75	\$4.50	\$21,765.00	\$5.00	\$25,000.00	\$3.50	\$16,929.50	\$6.25	\$30,231.25	
	16	414(B)	DOWEL JOINTED P.C. PAVEMENT (PLACEMENT)	SY	1778	\$25.00	\$44,450.00	\$35.00	\$62,230.00	\$40.00	\$71,120.00	\$90.00	\$162,000.00	\$41.00	\$72,898.00	\$65.00	\$115,570.00	\$40.00	\$71,120.00	
	17	414(G)	P.C. CONCRETE FOR PAVEMENT	CY	445	\$200.00	\$89,000.00	\$200.00	\$89,000.00	\$280.00	\$124,600.00	\$200.00	\$89,000.00	\$200.00	\$89,000.00	\$185.00	\$82,325.00	\$320.00	\$142,400.00	
	18	609(B)	COMBINED CURB AND GUTTER (6" BARRIER)	LF	2736	\$40.00	\$109,440.00	\$30.00	\$82,080.00	\$35.00	\$95,760.00	\$30.00	\$82,080.00	\$30.00	\$82,080.00	\$45.00	\$123,120.00	\$35.00	\$95,760.00	
	19	610(A)	4" CONCRETE SIDEWALK	SY	1856	\$75.00	\$139,200.00	\$75.00	\$139,200.00	\$85.00	\$157,760.00	\$50.00	\$92,800.00	\$65.00	\$120,640.00	\$85.00	\$123,120.00	\$85.00	\$123,120.00	
	20	610(B)	6" CONCRETE DRIVEWAY (H.E.S)	SY	350	\$150.00	\$52,500.00	\$85.00	\$29,750.00	\$98.00	\$34,300.00	\$100.00	\$150,000.00	\$76.00	\$113,600.00	\$98.00	\$146,400.00	\$98.00	\$146,400.00	
	21	610(H)	TACTILE WARNING DEVICE	SF	100	\$40.00	\$4,000.00	\$30.00	\$3,000.00	\$35.00	\$3,500.00	\$25.00	\$2,500.00	\$82.00	\$8,200.00	\$65.00	\$6,500.00	\$25.00	\$2,500.00	
	22	611(G)	SPECIAL INLET DRAIN (BA 4"x2")	EA	2	\$4,500.00	\$9,000.00	\$6,500.00	\$13,000.00	\$8,000.00	\$16,000.00	\$4,500.00	\$9,000.00	\$5,500.00	\$11,000.00	\$9,000.00	\$18,000.00	\$7,500.00	\$15,000.00	
	23	611(H)	SPECIAL INLET DRAIN (BA 4"x4")	EA	2	\$6,000.00	\$12,000.00	\$7,500.00	\$15,000.00	\$9,100.00	\$18,200.00	\$5,500.00	\$11,000.00	\$6,500.00	\$13,000.00	\$9,500.00	\$19,000.00	\$7,500.00	\$15,000.00	
	24	612(G)	FIRE HYDRANT RELOCATION	EA	1	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	
	25	613(B)	12" CORR. GALV. STEEL PIPE	LF	18	\$75.00	\$1,350.00	\$100.00	\$1,800.00	\$85.00	\$1,530.00	\$40.00	\$720.00	\$65.00	\$1,170.00	\$146.00	\$2,628.00	\$210.00	\$3,780.00	
	26	613(E)	(SP) 18" CORRUGATED POLYPROPYLENE PIPE	LF	429	\$130.00	\$55,770.00	\$125.00	\$53,625.00	\$120.00	\$51,480.00	\$50.00	\$21,450.00	\$65.00	\$24,825.00	\$140.00	\$60,060.00	\$125.00	\$53,625.00	
	27	613(F)	(SP) 24" CORRUGATED POLYPROPYLENE PIPE	LF	281	\$140.00	\$39,340.00	\$140.00	\$39,340.00	\$140.00	\$39,340.00	\$140.00	\$39,340.00	\$140.00	\$39,340.00	\$140.00	\$39,340.00	\$140.00	\$39,340.00	
	28	613(G)	12" P.V.C. PIPE ROUND	LF	63	\$24.00	\$1,512.00	\$120.00	\$7,560.00	\$110.00	\$6,930.00	\$30.00	\$1,800.00	\$82.00	\$2,042.00	\$150.00	\$42,150.00	\$160.00	\$4,960.00	
	29	613(L)	24" PREFAB. CULVERT END SECTION, ROUND	EA	1	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00	
	30	616(M)	WATER VALVE RISER ADJUST TO GRADE	EA	6	\$500.00	\$3,000.00	\$200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00	
	31	616(N)	SERVICE CONNECTION (SHORT)	EA	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$1,200.00	\$1,200.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	
	32	619(A)	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$22,000.00	\$22,000.00	\$15,000.00	\$15,000.00	\$53,000.00	\$53,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	
	33	619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	922	\$20.00	\$18,440.00	\$15.00	\$13,830.00	\$15.00	\$13,830.00	\$15.00	\$13,830.00	\$15.00	\$13,830.00	\$15.00	\$13,830.00	\$27.00	\$24,894.00	
	34	619(C)	REMOVAL OF CONCRETE DRIVEWAY	SY	151	\$15.00	\$2,265.00	\$15.00	\$2,265.00	\$15.00	\$2,265.00	\$15.00	\$2,265.00	\$7.00	\$1,057.00	\$36.00	\$5,436.00	\$10.00	\$1,510.00	
	35	619(D)	REMOVAL OF ASPHALT DRIVEWAY	SY	416	\$15.00	\$6,240.00	\$10.00	\$4,160.00	\$15.00	\$6,240.00	\$15.00	\$6,240.00	\$9.00	\$3,744.00	\$27.00	\$11,232.00	\$10.00	\$4,160.00	
	36	619(E)	REMOVAL OF GRAVEL DRIVEWAY	SY	70	\$10.00	\$700.00	\$10.00	\$700.00	\$10.00	\$700.00	\$10.00	\$700.00	\$8.00	\$560.00	\$18.00	\$1,260.00	\$5.00	\$350.00	
	37	619(F)	REMOVAL OF SIDEWALK	SY	224	\$10.00	\$2,240.00	\$10.00	\$2,240.00	\$12.00	\$2,688.00	\$8.00	\$1,792.00	\$8.00	\$1,792.00	\$25.00	\$5,600.00	\$10.00	\$2,240.00	
	38	619(G)	REMOVAL OF FENCE	LF	226	\$15.00	\$3,390.00	\$5.00	\$1,130.00	\$4.00	\$904.00	\$5.00	\$1,130.00	\$5.00	\$1,130.00	\$18.00	\$4,068.00	\$10.00	\$3,390.00	
	39	619(H)	REMOVE WATER METER AND METER CAN	EA	1	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$800.00	\$800.00	\$200.00	\$600.00	\$200.00	\$600.00	\$50.00	\$4,300.00	\$5.00	\$4,300.00	
	40	619(I)	SAWING PAVEMENT	LF	4031	\$5.00	\$20,155.00	\$8.00	\$32,248.00	\$4.00	\$16,124.00	\$1,000.00	\$10,000.00	\$2.00	\$8,062.00	\$4.00	\$16,124.00	\$18.00	\$72,558.00	
	41	624(C)	FENCE STYLE SWF (4 BARBED WIRE)	EA	799	\$10.00	\$7,990.00	\$10.00	\$7,990.00	\$14.00	\$11,186.00	\$2.00	\$8,062.00	\$4.00	\$16,124.00	\$18.00	\$72,558.00	\$25.00	\$19,475.00	
	42	629(D)	REMOVE AND RESET MAILBOX	LF	2	\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00	\$380.00	\$760.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$75.00	\$750.00	
	43	641	MOBILIZATION	EA	1	\$100,000.00	\$100,000.00	\$155,000.00	\$155,000.00	\$147,000.00	\$147,000.00	\$75,000.00	\$75,000.00	\$150,000.00	\$150,000.00	\$37,500.00	\$37,500.00	\$500.00	\$1,000.00	
	44	642 (B)	CONSTRUCTION STAKING LEVEL II	EA	1	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$39,000.00	\$39,000.00	\$250,000.00	\$250,000.00	
	45	850(A)	SHEET ALUMINUM SIGNS	SF	132	\$30.00	\$3,960.00	\$25.00	\$3,300.00	\$27.00	\$3,564.00	\$33.00	\$4,356.00	\$32.00	\$4,224.00	\$26.40	\$3,484.80	\$30.00	\$3,960.00	
	46	851(C)	1 3/4" SQUARE TUBE POST	LF	170	\$16.00	\$2,720.00	\$20.00	\$3,400.00	\$9.75	\$1,657.50	\$26.00	\$4,420.00	\$11.00	\$1,770.00	\$9.00	\$1,530.00	\$15.00	\$2,700.00	
	47	851(D)	2" SQUARE TUBE POST	LF	34	\$18.00	\$612.00	\$20.00	\$680.00	\$10.50	\$357.00	\$26.00	\$884.00	\$12.00	\$408.00	\$11.00	\$374.00	\$17.00	\$578.00	
	48	856(A)	TRAFFIC STRIPE (PLURAL COMPONENT) [WHITE, 4" WIDE]	LF	3123	\$15.00	\$4,684.50	\$15.00	\$4,684.5											



City of Broken Arrow

Request for Action

File #: 26-207, Version: 1

**Broken Arrow City Council
Meeting of: 02-03-2026**

Title:

Consideration, discussion, and possible approval of and authorization to pay additional funds to the Oklahoma Department of Transportation for award of the Broken Arrow Creek Trail Phase 2 Project to Crossland Heavy Contractors, Inc.

Background:

Bids for the Broken Arrow Creek Trail Phase 2 were received and opened by ODOT on January 15, 2026. The apparent low bid amount of \$1,947,000.00 was submitted by Crossland Heavy Contractors, Inc. Federal funding for the project is capped at \$1,275,838.24. The City of Broken Arrow had previously paid ODOT the estimated local share of \$318,959.56 as required by the project agreement. Additional local funding of \$468,362.20 has been requested to cover the award amount, and adjusted City share, of the construction cost of the project.

The additional funding needed for the project can be obtained from the following completed projects:

- Project No. 2160340 - Washington Trail
- Project No. ST2035 - Albany Street widening from 23rd Street to 37th Street

Cost: \$468,362.20

Funding Source: 2014 and 2018 GO Bond

Requested By: Charlie Bright, PE, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Invoice No. 2

Recommendation:

Approve and authorize payment of additional funds to the Oklahoma Department of Transportation for award of the Broken Arrow Creek Trail Phase 2 project to Crossland Heavy Contractors, Inc. in the amount of \$1,947,000.00.

**Oklahoma Department of Transportation
Progressive Funding Breakdown**

Project: TAP-272C(363)IG **Job Piece:** 34066(04) **Date:** 1/16/2026
Description: BROKEN ARROW CREEK TRAIL PHASE II
City: BROKEN ARROW **Invoice#**

		Expected Federal Reimbursement	Expected City Cost	State Cost
Total Project Cost	<u>\$ 2,063,160.00</u>			
Construction Cost	1,947,000.00	1,275,838.24	671,161.76	-
Engineering Cost	116,160.00	-	116,160.00	-
		<u>\$ 1,275,838.24</u>	<u>\$ 787,321.76</u>	<u>\$ -</u>

Cost Breakdown

<u>Construction</u>	
Total Construction Cost	1,947,000.00
Expected Federal Reimbursement	1,275,838.24
State Cost	-
Balance of Construction Cost	<u>\$ 671,161.76</u>
<u>Engineering</u>	
Total Engineering Cost	116,160.00
Expected Federal Reimbursement	-
State Cost	-
Balance of Engineering Cost	<u>\$ 116,160.00</u>
Total Amount Due from City	<u>\$ 787,321.76</u>
Deposit On Hand	\$318,960
Amount Due/(Amount of Refund)	<u>\$ 468,362.20</u>

FED Capped @ \$1,275,838.24; City is responsible for the remainder

Note: These amounts are based on the current status of the project.
Actual costs upon completion may be different.

Fund : 310H
Prepared By: Ellie Uselton, 01/26/26



City of Broken Arrow

Request for Action

File #: 26-236, Version: 1

**Broken Arrow City Council
Meeting of: 2-3-2026**

Title:

Consideration, discussion, and possible approval of and authorization to award the lowest responsible bid to Myers-Cherry Construction, LLC, and approve and authorize execution of construction contract for Broken Arrow Fire Station #8 (Project No. 2435170)

Background:

In 2018, the citizens of Broken Arrow approved the General Obligation Bond which included the funding for a Fire Station to be located in the Northern part of the current City Limits. In 2023 the location for Fire Station #8 was approved to be built at the Public Safety Training Center with its close proximity to the turnpike entrance and the development in North Broken Arrow. City Staff hired GH2 Architects to design Fire Station #8 and produce Construction Documents.

Fire Station #8 was advertised for Bid on January 8, 2026 and January 15, 2026. A Pre-Bid meeting was held on January 15, 2026. There were ten (10) bids received on January 29, 2026. The Certified Bid Tabulation is attached. This project included a base bid to build a 3-bay Fire Station and related site work, bid alternate 1: to add a fourth apparatus bay, bid alternate 2: to replace the existing asphalt drive, and bid alternate 3: a contingency allowance of \$150,000. The apparent lowest bidder was Ascend Commercial Builders. However, based on ongoing issues with a current project closeout, warranty work adversely affecting the City of Broken Arrow, and the small difference in value between the two lowest bidders, City Staff recommends Myers-Cherry Construction, LLC as the lowest responsible bidder for \$6,029,085.00 for the base bids and all three alternates. The Architects' Estimate for these items was \$5,874,438.89

Cost: \$ 6,029,085.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Fire Station #8 - Certified Bid Tabulation

Recommendation:

Approval and authorization to award the lowest responsible bid to Myers-Cherry Construction, LLC, and approve and authorize execution of construction contract for Fire Station #8 (Project No. 2435170)

Broken Arrow Fire Station #8 (#10007400)

Owner: Broken Arrow, City of
 Solicitor: Broken Arrow, City of
 01/29/2026 01:45 PM CST

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate	Ascend Commercial Builders	Myers-Cherry Construction, LLC	Magnum Construction, Inc.	Bravo Builders LLC	Builder's Unlimited, Inc.	Timbertake Construction	VOY Construction	Iron Bull, LLC	A&K Construction, Inc.	Ellingson Contracting
Base Bid: Fire Station #8																
	1	1A	Final Cleaning	LS	1	\$3,729.25	\$10,350.00	\$3,500.00	\$2,000.00	\$7,991.00	\$5,000.00	\$13,319.00	\$18,173.57	\$4,795.00	\$5,860.00	\$3,456.00
	2	3A	Cast-in-Place Concrete	LS	1	\$133,187.50	\$227,610.13	\$200,000.00	\$210,000.00	\$249,300.00	\$161,800.00	\$157,314.00	\$255,546.30	\$206,840.00	\$237,705.00	\$201,438.00
	3	4A	Masonry	LS	1	\$889,692.50	\$600,300.00	\$690,000.00	\$740,000.00	\$738,359.00	\$740,000.00	\$699,843.00	\$591,939.02	\$744,128.00	\$756,785.00	\$756,785.00
	4	5A	Structural & Miscellaneous Steel	LS	1	\$87,423.00	\$91,768.28	\$120,000.00	\$126,000.00	\$102,886.00	\$131,012.00	\$136,500.00	\$135,003.64	\$104,700.00	\$81,500.00	\$96,798.00
	5	6A	Millwork & Casework	LS	1	\$25,500.00	\$51,244.56	\$44,000.00	\$55,000.00	\$48,761.00	\$48,050.00	\$48,761.00	\$56,078.43	\$26,754.00	\$62,802.00	\$48,760.00
	6	6B	Prefabricated Metal Casework	LS	1	\$21,492.00	\$49,680.00	\$50,000.00	\$40,000.00	\$31,321.00	\$34,681.00	\$31,321.00	\$33,231.66	\$33,821.00	\$56,800.00	\$39,121.00
	7	7A	Waterproofing & Sealants	LS	1	\$54,873.25	\$59,229.95	\$73,000.00	\$74,000.00	\$62,480.00	\$53,259.00	\$73,190.00	\$76,848.22	\$73,191.00	\$73,190.00	\$73,190.00
	8	7B	Metal Roof and Wall Panels	LS	1	\$207,772.50	\$326,026.00	\$130,000.00	\$125,000.00	\$232,712.00	\$140,000.00	\$140,000.00	\$124,618.74	\$172,635.00	\$331,930.00	\$172,635.00
	9	7C	Membrane Roofing	LS	1	\$47,488.50	\$86,654.34	\$85,000.00	\$81,000.00	\$83,724.00	\$85,000.00	\$82,173.00	\$110,079.89	\$83,725.00	\$87,903.00	\$67,355.00
	10	8A	Hollow Metal Doors, Frames, Hardware	LS	1	\$68,000.00	\$158,172.84	\$95,000.00	\$100,000.00	\$114,773.00	\$126,773.00	\$122,906.00	\$127,734.21	\$124,520.00	\$136,160.00	\$141,270.00
	11	8C	Overhead Doors	LS	1	\$114,000.00	\$115,175.84	\$94,000.00	\$95,000.00	\$93,956.00	\$111,281.00	\$111,281.00	\$99,694.99	\$93,956.00	\$93,956.00	\$93,956.00
	12	8D	Glass & Glazing	LS	1	\$45,816.75	\$50,670.50	\$46,000.00	\$50,000.00	\$48,957.00	\$44,114.00	\$45,114.00	\$46,732.03	\$44,114.00	\$48,957.00	\$43,859.00
	13	9A	Metal Studs, Drywall, Ceilings	LS	1	\$210,436.25	\$168,212.34	\$185,000.00	\$210,000.00	\$140,024.00	\$159,000.00	\$229,116.00	\$212,890.35	\$287,153.00	\$166,497.00	\$139,563.00
	14	9B	Rubber Flooring	LS	1	\$6,806.25	\$43,754.63	\$32,000.00	\$45,000.00	\$7,888.00	\$34,679.00	\$51,022.00	\$48,809.01	\$26,672.00	\$43,522.00	\$43,522.00
	15	9C	Fluid-Applied Flooring	LS	1	\$6,027.30	\$44,760.65	\$13,000.00	\$13,000.00	\$31,424.00	\$21,000.00	\$18,402.00	\$40,501.09	\$40,828.00	\$12,980.00	\$21,000.00
	16	9D	Painting	LS	1	\$40,062.80	\$34,941.60	\$40,000.00	\$50,000.00	\$47,324.00	\$68,192.00	\$45,298.00	\$45,693.54	\$29,550.00	\$42,581.00	\$31,277.00
	17	10B	Signage	LS	1	\$25,450.00	\$25,837.74	\$39,000.00	\$30,000.00	\$49,855.00	\$28,350.00	\$23,414.00	\$31,154.69	\$24,964.00	\$25,904.00	\$20,706.00
	18	10D	Toilet Accessories	LS	1	\$10,350.00	\$8,851.32	\$5,000.00	\$7,000.00	\$2,752.00	\$6,302.00	\$6,430.00	\$8,307.92	\$8,282.00	\$10,731.00	\$5,718.00
	19	10E	Fire Protection Specialties	LS	1	\$3,250.00	\$4,554.00	\$2,500.00	\$5,200.00	\$5,746.00	\$1,536.00	\$4,400.00	\$16,204.59	\$4,610.00	\$1,955.00	\$3,310.00
	20	10F	Standard Lockers	LS	1	\$12,000.00	\$20,700.00	\$33,000.00	\$30,000.00	\$38,200.00	\$15,495.00	\$26,329.00	\$33,231.66	\$26,340.00	\$31,726.00	\$34,315.00
	21	10I	Gear Lockers	LS	1	\$13,950.00	\$4,140.00	\$20,000.00	\$20,000.00	\$18,197.00	\$16,647.00	\$16,900.00	\$19,731.30	\$18,822.00	\$18,809.00	\$46,445.00
	22	10J	Flagpoles	LS	1	\$7,960.00	\$6,385.95	\$6,000.00	\$7,500.00	\$10,375.00	\$6,170.00	\$9,700.00	\$10,073.35	\$9,985.00	\$10,309.00	\$9,124.00
	23	11A	Appliances and Decon. Equipment	LS	1	\$75,000.00	\$76,686.26	\$70,000.00	\$80,000.00	\$75,165.00	\$44,327.00	\$46,957.00	\$78,354.03	\$66,830.00	\$74,157.00	\$39,450.00
	24	11B	Laundry Equipment	LS	1	\$7,250.00	\$3,260.25	\$4,000.00	\$3,300.00	\$2,598.00	\$2,630.00	\$31,265.00	\$6,230.94	\$3,500.00	\$3,300.00	\$36,419.00
	25	12A	Window Treatments	LS	1	\$1,267.50	\$3,402.05	\$2,000.00	\$3,500.00	\$2,870.00	\$2,870.00	\$1,960.00	\$3,634.71	\$1,960.00	\$11,481.00	\$2,870.00
	26	13A	Pre-Engineered Metal Building	LS	1	\$211,536.25	\$376,208.01	\$575,000.00	\$550,000.00	\$471,819.00	\$483,602.00	\$558,568.00	\$456,935.38	\$570,130.00	\$615,639.00	\$495,546.00
	27	21A	Fire Suppression	LS	1	\$45,283.75	\$58,412.64	\$51,000.00	\$40,000.00	\$38,350.00	\$61,249.00	\$50,969.00	\$64,386.35	\$59,937.00	\$50,969.00	\$38,300.00
	28	22A	Plumbing	LS	1	\$338,296.25	\$398,226.60	\$385,000.00	\$360,000.00	\$384,760.00	\$418,711.00	\$384,760.00	\$456,935.38	\$395,870.00	\$295,870.00	\$507,150.00
	29	23A	HVAC	LS	1	\$194,986.50	\$393,019.52	\$415,000.00	\$395,000.00	\$421,182.00	\$447,000.00	\$397,000.00	\$465,243.30	\$397,000.00	\$421,182.00	\$456,018.00
	30	23B	Plymovent System	LS	1	\$75,132.50	\$61,996.50	\$60,000.00	\$60,000.00	\$59,900.00	\$59,900.00	\$59,900.00	\$15,577.34	\$59,900.00	\$59,000.00	\$59,000.00
	31	26A	Electrical	LS	1	\$527,422.50	\$673,211.61	\$690,000.00	\$670,000.00	\$650,446.00	\$668,796.00	\$718,504.00	\$684,364.58	\$697,396.00	\$788,380.00	\$666,696.00
	32	27	General Conditions/Project Overhead	LS	1	\$414,778.40	\$186,990.64	\$415,000.00	\$155,000.00	\$348,971.00	\$352,603.76	\$402,297.47	\$347,634.36	\$562,070.00	\$315,849.00	\$720,000.00
	33	28	Contractors Fee	LS	1	\$563,476.46	\$215,280.00	\$204,000.00	\$450,000.00	\$220,960.00	\$259,862.00	\$167,311.54	\$207,697.90	\$289,861.00	\$299,843.00	\$227,610.00
	42	42	Testing Allowance of \$10,000	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	43	43	Unit Price for Removal and Disposal of Unsuitable Soil Material Offsite	Cu Yd	1	\$10.00	\$40.00	\$35.00	\$35.00	\$40.00	\$19.44	\$35.00	\$34.27	\$33.00	\$34.50	\$30.00
	44	44	Unit Price for Import Structural Fill, complete in Place	Cu Yd	1	\$15.00	\$50.00	\$50.00	\$75.00	\$50.00	\$37.80	\$45.00	\$44.66	\$43.00	\$46.00	\$40.00
Base Bid: Site Work																
	34	31A	Site Demo, Erosion Control & Earthwork	LS	1	\$199,539.90	\$242,474.63	\$215,000.00	\$225,000.00	\$224,253.00	\$241,055.00	\$200,000.00	\$245,083.52	\$238,076.00	\$236,156.00	\$352,446.00
	35	32A	Site Paving	LS	1	\$173,020.00	\$257,119.88	\$210,000.00	\$246,000.00	\$249,300.00	\$256,560.00	\$249,300.00	\$257,026.15	\$253,950.00	\$204,200.00	\$255,142.00
	36	32B	Fences & Gates	LS	1	\$27,894.00	\$46,575.00	\$20,000.00	\$13,000.00	\$18,650.00	\$16,798.00	\$29,912.00	\$13,500.36	\$23,975.00	\$36,417.00	\$32,714.00
	37	32C	Landscape & Irrigation	LS	1	\$77,205.78	\$105,334.38	\$56,000.00	\$65,000.00	\$59,075.00	\$61,806.00	\$59,435.00	\$87,233.12	\$59,436.00	\$59,435.00	\$62,803.00
	38	33A	Site Utilities	LS	1	\$158,681.25	\$232,362.68	\$211,000.00	\$190,000.00	\$235,226.00	\$218,684.00	\$283,491.00	\$235,737.12	\$206,805.00	\$323,560.00	\$173,100.00
Alternate 1: Add 1 Apparatus Bay																
	39	A1	Add 1 Apparatus Bay	LS	1	\$505,875.00	\$257,274.19	\$220,000.00	\$250,000.00	\$242,348.00	\$232,037.00	\$281,000.00	\$272,822.88	\$291,583.00	\$276,000.00	\$254,000.00
Alternate 2: Replace Ex																
	40	A2	Replace Existing Asphalt Drive	LS	1	\$82,500.00	\$38,631.38	\$60,000.00	\$67,000.00	\$47,662.00	\$59,221.00	\$44,000.00	\$87,035.52	\$72,957.00	\$59,000.00	\$62,300.00
Alternate 3: Contingenr																
	41	01	Contingency allowance of \$150,000	LS	1	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
Base Bid Fire Station						\$4,499,722.96	\$4,645,804.75	\$4,887,085.00	\$4,892,610.00	\$4,854,116.00	\$4,849,949.00	\$4,922,305.01	\$4,939,351.40	\$5,304,915.00	\$5,284,312.50	\$5,352,732.00
Base Bid Site Work						\$636,340.93	\$883,866.57	\$712,000.00	\$739,000.00	\$786,504.00	\$794,903.00	\$822,138.00	\$838,580.27	\$782,242.00	\$859,768.00	\$876,205.00
Total Base Bid						\$5,136,063.89	\$5,529,671.32	\$5,599,085.00	\$5,631,610.00	\$5,640,620.00	\$5,644,852.00	\$5,744,443.01	\$5,777,931.67	\$6,087,157.00	\$6,144,080.50	\$6,228,937.00
Base + Alt 1						\$5,641,938.89	\$5,786,945.51	\$5,819,085.00	\$5,881,610.00	\$5,882,968.00	\$5,876,889.00	\$6,025,443.01	\$6,050,754.55	\$6,378,740.00	\$6,420,080.50	\$6,482,937.00
Base + Alt 1 + Alt 2						\$5,724,438.89	\$5,825,576.89	\$5,879,085.00	\$5,948,610.00	\$5,930,630.00	\$5,936,110.00	\$6,069,443.01	\$6,137,790.07	\$6,451,697.00	\$6,479,080.50	\$6,545,237.00
Base + Alt 1 + Alt 2 + Alt 3						\$5,874,438.89	\$5,975,576.89	\$6,029,085.00	\$6,098,610.00	\$6,080,630.00	\$6,086,110.00	\$6,219,443.01	\$6,287,790.07	\$6,601,697.00	\$6,629,080.50	\$6,695,237.00

Shannon Marshall

1/30/2026

Shannon Marshall, Special Projects Division Manager

Date



City of Broken Arrow

Request for Action

File #: 26-232, Version: 1

**Broken Arrow City Council
Meeting of: 02-03-2026**

Title:

Consideration, discussion, and possible approval of BAZ-002565-2025 (Rezoning), Oneta 71, LLC, approximately 16.875 acres, from AG (Agricultural) to CG (Commercial General) located approximately one-tenth mile north of the northwest corner of E. Kenosha Street (71st Street) and Oneta Road (241st E. Avenue)

Background:

BAZ-002565-2025, is a rezoning application proposing to change the zoning on this property from A-1 (Agricultural) to CG (Commercial General) for a proposed commercial development. This request follows a recent Comprehensive Plan amendment request (COMP-002532-2025) from Level 1 to Level 4 that was heard by Planning Commission during the December 18, 2025 meeting for 8.8 acres of this development. The additional three parcels totaling approximately 8.075 acres were already Level 4 (Commercial/Employment Nodes) in the Comprehensive Plan. Two opposition forms were received and a surrounding property owner voiced concerns regarding increased traffic, pedestrian safety, noise & light pollution, depreciating property values, nearby competition of other stores, increased litter, and a decreased quality of life. The applicant stated that the development would adhere to all city development standards, codes, and ordinances, that a Traffic Impact Analysis had been performed for the site, and that sidewalks would be installed along both Kenosha Street & Oneta Road for pedestrian safety. Planning Commission recommended approval (3-2) of COMP-002532-2025, a Comprehensive Plan Amendment, for 8.8 of the total 16.875 acres to go from Level 1 to Level 4 that aligns with the already designated Level 4 in the Comprehensive Plan for the rest of the project site. The Comprehensive Plan Amendment was heard by City Council on January 20, 2026 where the City Council approved the amendment (3-1). These back-to-back applications (Comprehensive Plan amendment & rezoning application) support the project timeline of the development.

The proposed development has had a 94-page Traffic Impact Analysis (TIA) completed which reflects *no change* in Level of Service (LOS) during peak hours with the addition of this development. The executive summary of the analysis is provided as an attachment, while a copy of the full 94-page analysis is available for review in the Community Development Department. Right-in, right-out turn lanes are requested for the Kenosha Street driveway to promote left-hand turns at the stoplight. The Zoning Ordinance addresses exterior lighting standards in Section 4-4-2, litter or property maintenance issues can be addressed by the Code Enforcement Division if they arise, sidewalks along Kenosha & Oneta will be required to address pedestrian safety, although gas stations and a discount variety store are in close proximity, the nearest grocery store is over two miles away. According to FEMA maps, only the northwestern portion of the property is located in the 100-year floodplain. No development is proposed in the floodplain.

No one spoke in favor of or in opposition to this item during the public hearing. This rezoning item was considered by the Planning Commission on January 8, 2026 and recommended for approval (4-0 vote). Please

note the Comprehensive Plan map has not yet been updated due to the recent amendment approved by City Council on January 20, 2026 to reflect the amendment from Level 1 to Level 4 for the northern tract of 8.8 acres.

Cost: \$0

Funding Source: -

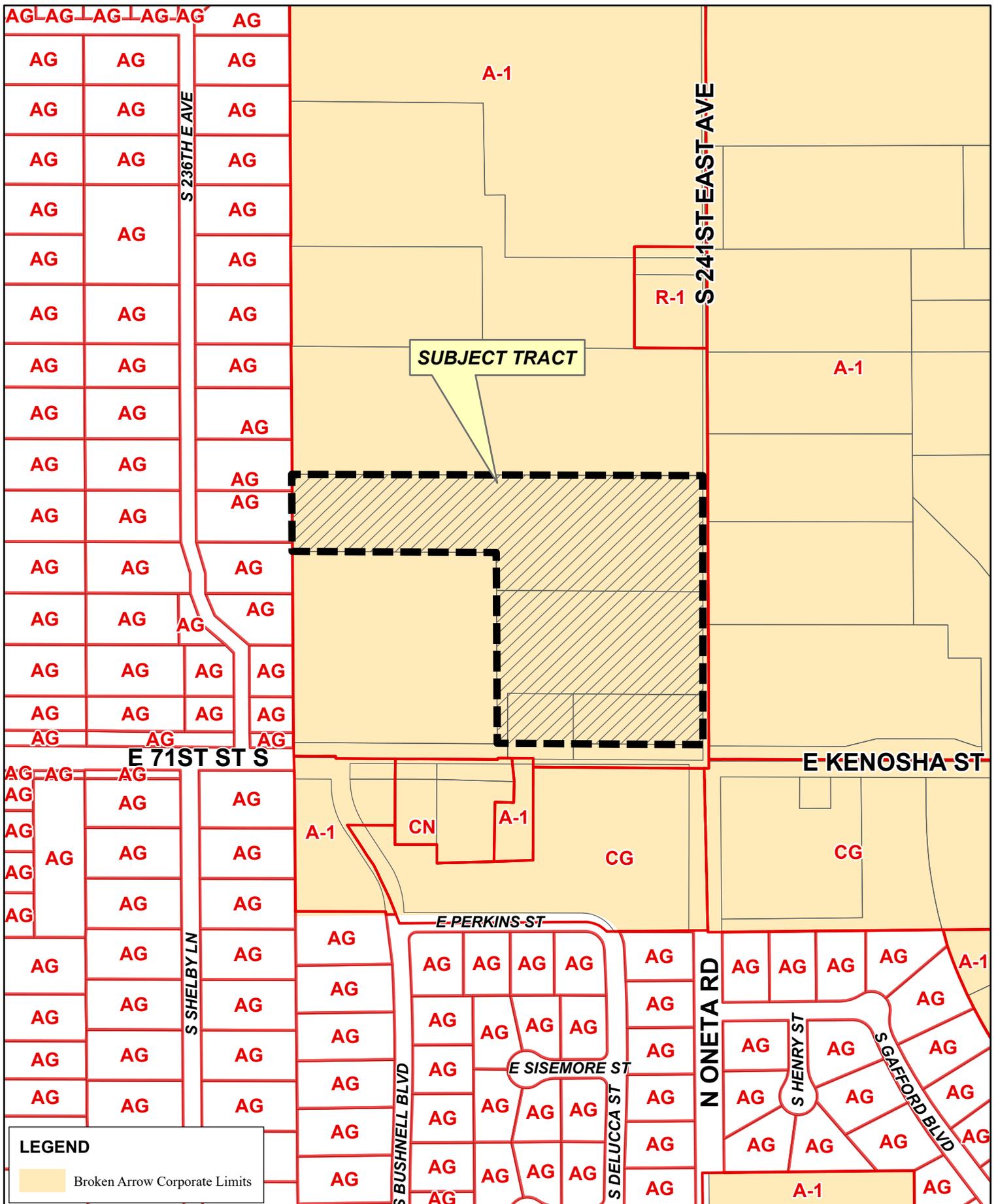
Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Aerial Map
Comprehensive Plan (not yet reflective of COMP-002532-2025)
Legal Description
Traffic Impact Analysis Executive Summary
Conceptual Site Plan

Recommendation:

Staff recommends that BAZ-002565-2025 be approved based on Planning Commission and staff recommendation subject to platting.



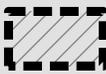
SUBJECT TRACT

LEGEND

 Broken Arrow Corporate Limits

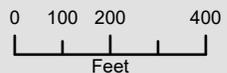


300' Radius



Subject Tract

BAZ-002565-2025



04 18-15





SUBJECT TRACT

S 236TH AVE

S 241ST EAST AVE

E 71ST ST S

E KENOSHA ST

S SHELBY LN

E PERKINS ST

N ONETA RD

S BUSHNELL BLVD

E SISEMORE ST

S DELUCCA ST

S HENRY ST

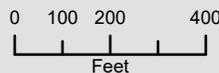
S GAFFORD BLVD

Note: Graphic overlays may not precisely align with physical features on the ground.
Aerial Photo Date: 2025



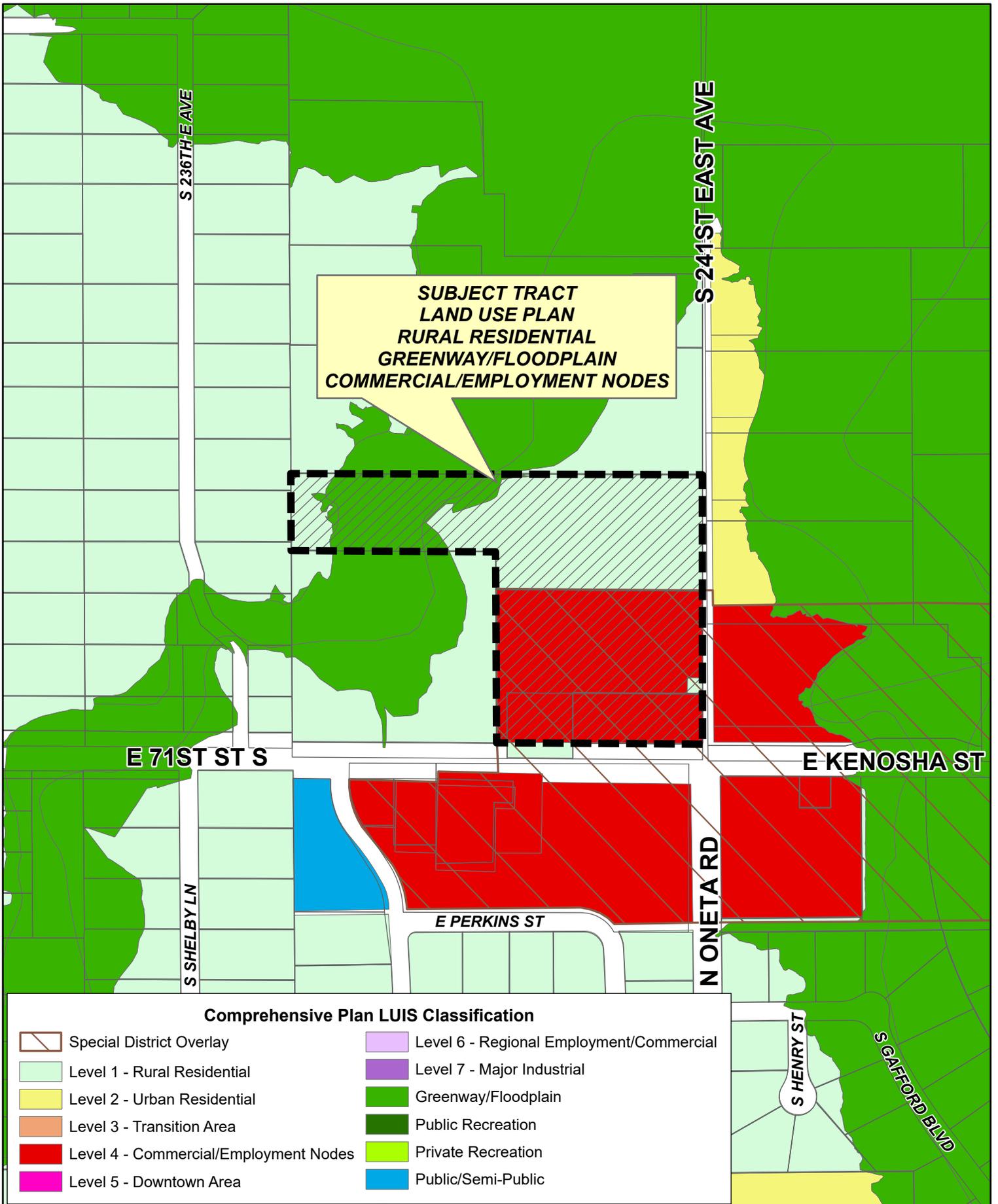
Subject Tract

BAZ-002565-2025



04 18-15



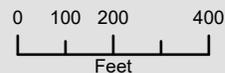


300' Radius



Subject Tract

BAZ-002565-2025



04 18-15



SURVEYED PROPERTY DESCRIPTION

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.

1.0 Executive Summary

1.1 INTRODUCTION

This technical memorandum documents a traffic impact study (TIS) for the Broken Arrow Grocer development located on the northwest corner of Oneta Road and Kenosha Street in the City of Broken Arrow, Oklahoma. The property is currently vacant and does not generate traffic. The development is anticipated to include a 42,000 square foot supermarket and a twelve (12) vehicle fueling position convenience store/gas station to be constructed within two (2) years.

1.2 REPORT PURPOSE AND OBJECTIVE

This TIS evaluates the impact on the surrounding traffic system with the construction of the proposed development in Broken Arrow, OK. The study examines site access driveways and significant intersections, determines peak hour periods, and recommends capacity and access improvements.

Peak period turning movement counts (TMC) were collected on Wednesday, October 1, 2025. The peak period TMCs were collected at the study intersections. Based on these results it was determined that the AM peak hour is from 7:15 AM to 8:15 AM, and the PM peak hour is from 5:00 PM to 6:00 PM.

1.3 PRINCIPAL FINDINGS AND RECOMMENDATIONS

SITE ACCESSIBILITY

- Based on Section 6.4.7 – C2 of the City of Broken Arrow's *Engineering Design Criteria Manual*, all site driveways meet minimum access connection spacing requirements.

SITE TRIP GENERATION

- Site trip estimates: Daily (6,409 trips), AM Peak Hour (163 trips), PM Peak Hour (327 trips)

AUXILIARY LANE ANALYSIS

- A westbound right-turn auxiliary lane is warranted and recommended at Drive 1 & Kenosha Street. Warrants are not met at Drive 2 or Drive 3 due to low turning volumes and therefore are not recommended.
- Based on guidance from the turn lane warrants, an eastbound left-turn auxiliary lane is warranted at Drive 1 & Kenosha Street. Warrants are not met at Drive 2 or Drive 3 due to low turning volumes and therefore are not recommended. Further discussion on the left-turn lane along Kenosha Street is provided in the body of the report.

LEVEL OF SERVICE ANALYSIS (CONSIDERATIONS AND MITIGATIONS)

- Existing (2025) and No-Build (2027) - All intersections operate at LOS D or better in both the AM and PM peak hours.
- Build-Out (2027) – All intersections operate at LOS D or better in both the AM and PM peak hours except the following:
 - Drive 1 & Kenosha Street (TWSC) – In the AM and PM peak hours the southbound approach operates at LOS F due to the left-turn movement. It is anticipated that the signalized intersection at Oneta Road & Kenosha Street will generate traffic gaps along Kenosha Street that will be utilized by drivers making southbound left-turn movements at Drive 1. Additionally, during peak hours, motorists are anticipated to divert to Drive 2 and Drive 3 to access the signal at Oneta Road & Kenosha Street. At this time, no recommendations are offered.

As previously mentioned, an eastbound left-turn lane at this site driveway is warranted. In order to determine if the installation of a dedicated left-turn lane is needed, the capacity analysis was evaluated for the eastbound approach. Based on the analysis, the eastbound approach is anticipated to operate at LOS A with less than a one (1) vehicle queue during the peak hours. Therefore, an eastbound left-turn lane is not recommended.

- No-Build (2037) - All intersections operate at LOS D or better in both the AM and PM peak hours with the exception of Huston & Oneta Rd which continues to project to operate at LOS F in the AM peak hour. The westbound and northbound approaches operate at a failing LOS F and LOS E respectively due to the delay at the through/right-turn movement. Additionally, in the PM peak hour the eastbound approach operates at LOS E due to the through/right-turn movement. The failures are caused by background conditions, as no recommendations are offered for such. The City should monitor this intersection for future control considerations.
- Build-Out (2037) – All intersections operate at LOS D or better in both the AM and PM peak hours except the following:
 - Huston Street & Oneta Road (AWSC) - In the AM peak hour the westbound and northbound approach operates at a failing LOS F and LOS E respectively, due to the delay at the through/right-turn movement. Additionally, in the PM peak hour the eastbound approach operates at LOS F due to the through/right-turn movement. It should be noted that the westbound through/right movement operates at LOS E and LOS F during the Existing (2025) and No-Build (2027) scenario, respectively. The failures are caused by background conditions, as no recommendations are offered for such. The City should monitor this intersection for future control considerations.
 - Drive 1 & Kenosha Street (TWSC) – In the AM and PM peak hours, the southbound approach operates with a failing LOS F due to the left-turn movement. It is anticipated that the signalized intersection at Oneta Road & Kenosha Street will generate traffic gaps along Kenosha Street that will be utilized by drivers making southbound left-turn movements at Drive 1. Additionally, during peak hours, motorists are anticipated to divert to Drive 2 and Drive 3 to access the signal at Oneta Road & Kenosha Street. At this time, no recommendations are offered.

As previously mentioned, an eastbound left-turn lane at this site driveway is warranted. In order to determine if the installation of a dedicated left-turn lane is needed, the capacity analysis was evaluated for the eastbound approach. Based on the analysis, the eastbound approach is anticipated to operate at LOS A with less than a one (1) vehicle queue during the peak hours. Therefore, an eastbound left-turn lane is not recommended.

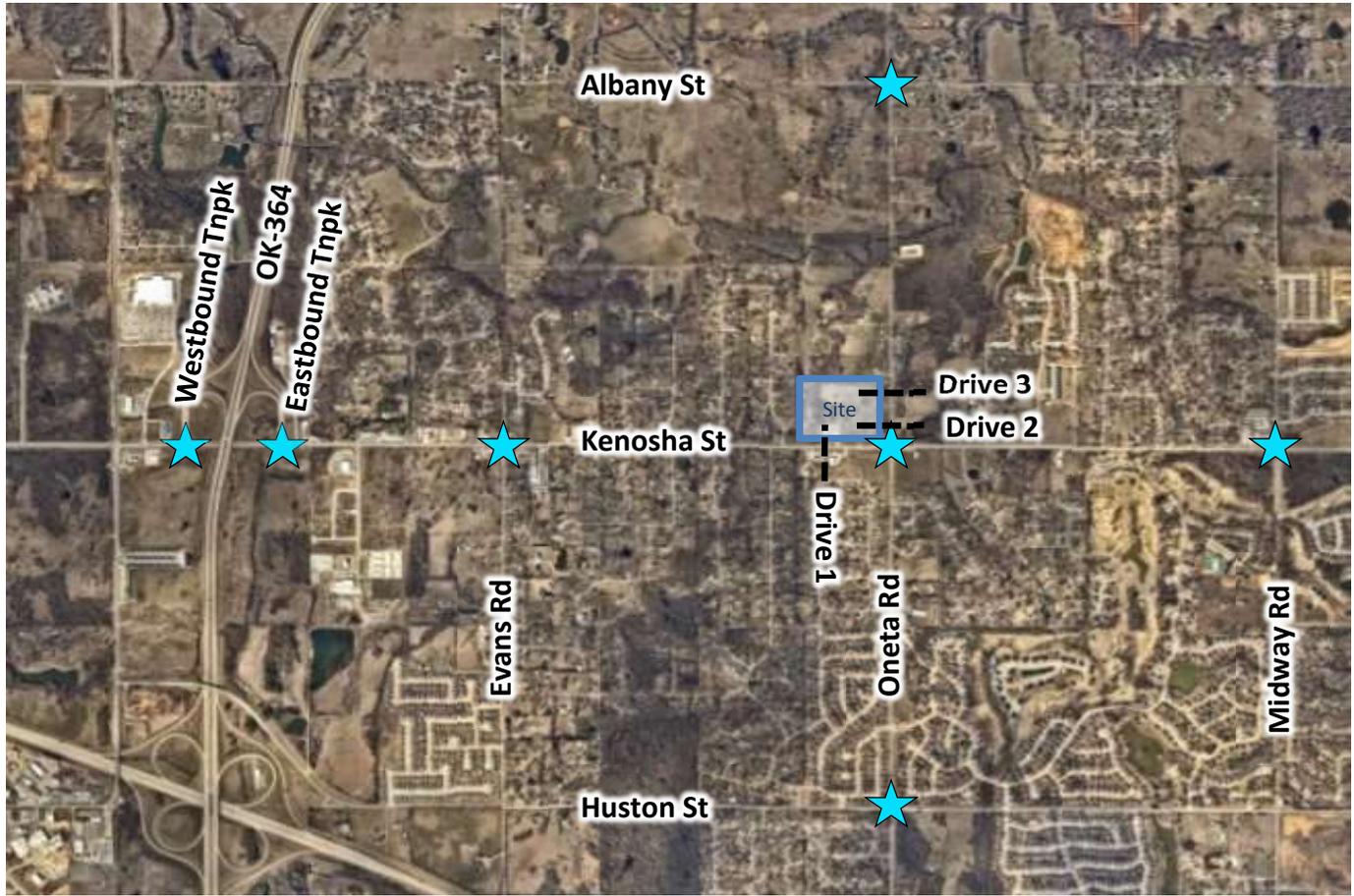


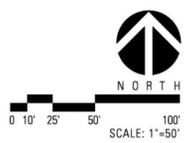
Exhibit 1
 Vicinity Map
 Broken Arrow Grocer TIA

LEGEND:

-  = STUDY INTERSECTION
-  = SITE BOUNDARY
-  = PROPOSED DRIVE

North

 Not To Scale





City of Broken Arrow

Request for Action

File #: 26-234, **Version:** 1

**Broken Arrow City Council
Meeting of: 02-03-2026**

Title:

Consideration, discussion, and possible approval of PUD-002514-2025 (Planned Unit Development) and BAZ-002575-2025 (Rezoning), Pediatrics Plus, 14.55 acres, RS (Residential Single-Family) and RM (Residential Multi-Family) to AG (Agricultural) and CG (Commercial General), located just south of Washington St (91st Street) and just east of Aspen Ave (145th E Avenue)

Background:

PUD-002514-2025 proposes to create a Planned Unit Development for a proposed “therapeutic farm”. The property is located south of Washington St (91st Street) and east of Aspen Ave (145th E Avenue).

BAZ-002575-2025 proposes to change the zoning designation on 14.55 acres of land from RS and RM to CG and AG. More specifically 7.98 acres will be rezoned to CG while 6.57 acres will be rezoned to AG. This split zoning will allow for the rear portion of the property to be used for the “farm” aspect of the development. The PUD request also includes a request that buffer yard landscaping requirements be waived for zoning boundaries within the development.

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 2 - Urban Residential	RS - Residential Single-Family	Residential Single-Family
East	Levels 6 and 3	RM - Residential Multi-Family	Vacant/Agricultural
South	Level 3 - Transition Area Level 4 - Commercial/Employment Nodes	RS - Residential Single-Family	Vacant/Agricultural
West	Level 3 - Transition Area Level 4 - Commercial/Employment Nodes	RS - Residential Single-Family	Vacant/Agricultural

According to FEMA maps, a portion of the property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow.

The Public Hearing for PUD-002514-2025 and BAZ-002575-2025 was held during the January 8, 2026 Planning Commission meeting where both items were unanimously approved (5-0). No members of the public spoke on this matter.

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
Aerial Photo
Pediatrics Plus Development Outline
Applicant Statement

Recommendation:

Approve PUD-002514-2025 and BAZ-002575-2025 per Planning Commission recommendations.

**Broken Arrow Planning Commission
01-08-2026**

To: Chair and Commission Members
From: Community Development Department

Title:
..title

Public hearing, consideration, and possible action regarding PUD-002514-2025 (Planned Unit Development) and BAZ-002575-2025 (Rezoning), Pediatrics Plus, 14.55 acres, RS (Residential Single-Family) and RM (Residential Multi-Family) to AG (Agricultural) and CG (Commercial General), located just south of Washington St (91st Street) and just east of Aspen Ave (145th E Avenue)

..End

Background:

Applicant: David Tapp, Pediatrics Plus
Owner: David Tapp, Pediatrics Pus
Developer: NA
Engineer: NA
Location: South of Washington St (91st Street) and east of Aspen Ave (145th E Avenue)
Size of Tract 14.55 acres
Present Zoning: RS (Residential Single-Family) and RM (Residential Multi-Family)
Proposed Zoning: AG (Agricultural) and CG (Commercial General)
Comp Plan: Level 3 – Transition Area, Level 4 - Commercial/Employment Nodes, Greenway

PUD-002514-2025 proposed to create a Planned Unit Development for a proposed “therapeutic farm”. The property is located south of Washington St (91st Street) and east of Aspen Ave (145th E Avenue).

PUD-002514-2025 and BAZ-002575-2025 proposed to change the zoning designation on 14.55 acres of land from RS and RM to CG and AG. More specifically 7.98 acres will be rezoned to CG while 6.57 acres will be rezoned to AG. This split zoning will allow for the rear portion of the property to be used for the “farm” aspect of the development. The PUD request also includes a request that buffer yard landscaping requirements be waived for zoning boundaries within the development.

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West	Level 3 – Transition Area Level 4 – Commercial/Employment Nodes	RS – Residential Single-Family	Vacant/Agricultural

According to FEMA maps, a 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 Photo
Pediatrics Plus Development Outline
Applicant Statement

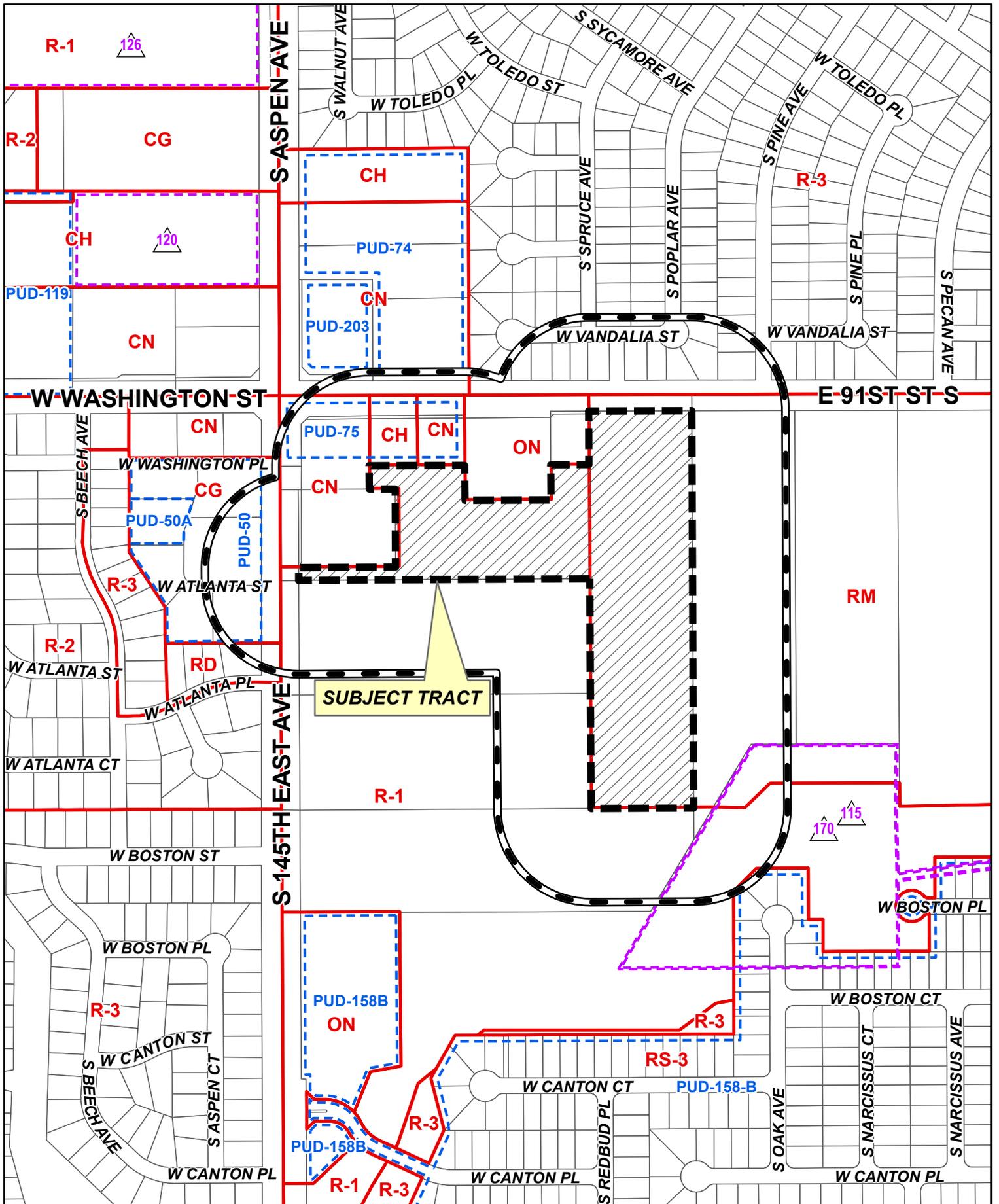
Recommendation:

Based upon the location of the property, and the surrounding land uses, Staff recommends that PUD-002514-2025 be approved and BAZ-002575-2025 be approved subject to platting.

Reviewed by: Jane Wyrick

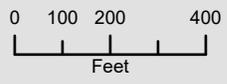
Approved by: Rocky Henkel

JAJ



SUBJECT TRACT

PUD-002514-2025



22 18-14



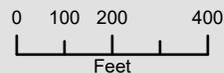


Note: Graphic overlays may not precisely align with physical features on the ground.
Aerial Photo Date: 2024



Subject Tract

PUD-002514-2025



22 18-14



Proposed Split Zoning PUD

**W Washington St.
Broken Arrow, OK 74012**

Tulsa County Parcel ID: 98422-84-22-03980

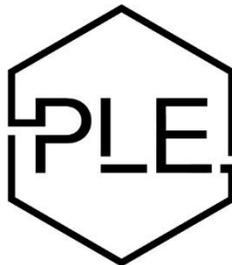
December 08, 2025

**Submitted to:
The City of Broken Arrow**

On Behalf of:



Prepared by:



PHILLIP LEWIS ENGINEERING

Structural + Civil Consultants

23620 Interstate 30 | Bryant, AR
PH: 501-350-9840

I. Current Site Details

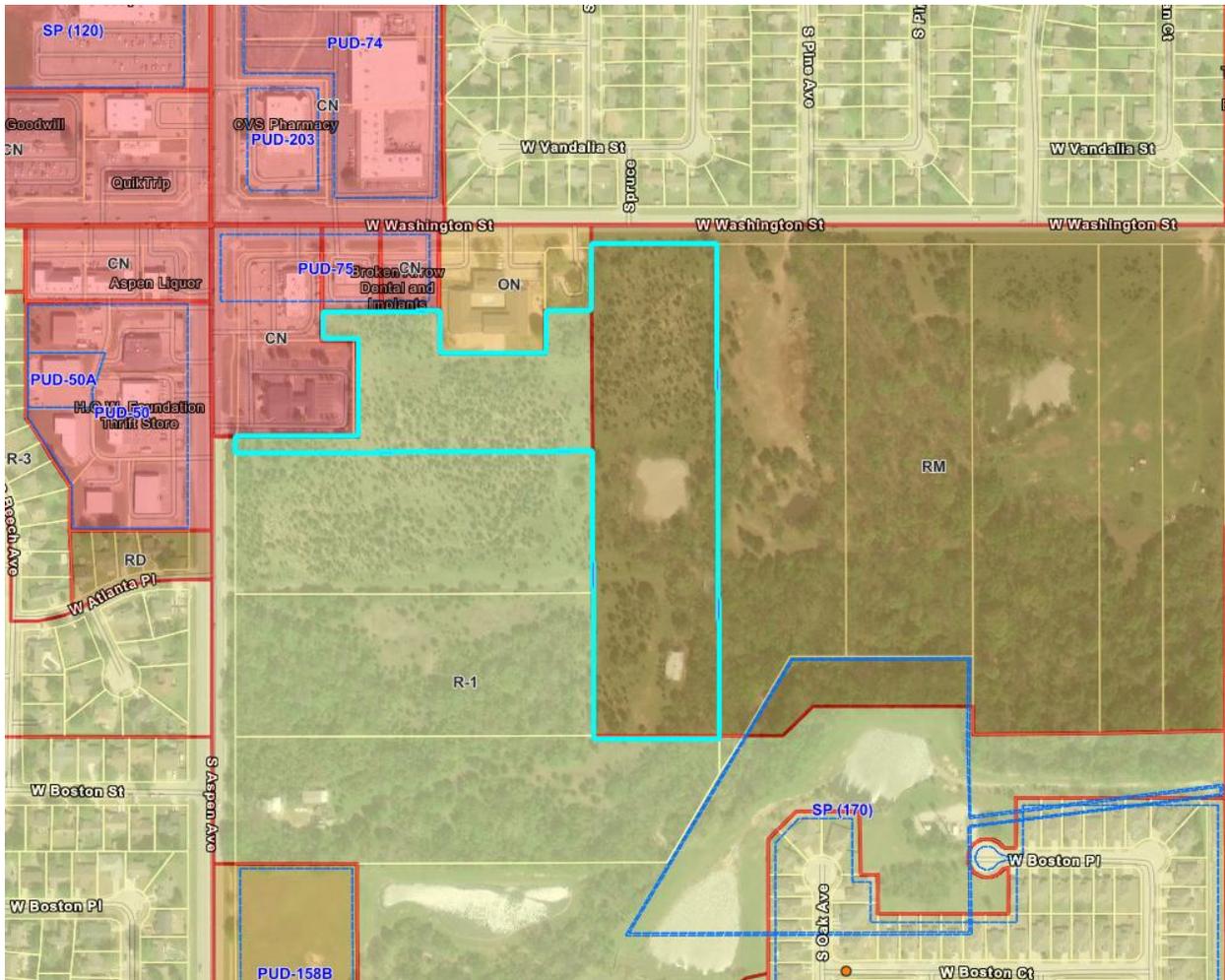
Tulsa County Parcel ID: 98422-84-22-03980

Legal Description: EG 545S & 60E NWC NW TH E310 N250 W75 N75 E369 S114 E276 N114 E120 N170 E330 S1270 W330 N733 W930 N TO POB SEC 22 18 14 14.55ACS

Section: 22 Township: 18 Range: 14

Total Acreage: Approximately 14.55 acres

The current zoning of the development is split residential (R1 & RM). The zoning surrounding the site consists of commercial, residential, as well as an existing PUD bordering the site to the North (see map below).



II. Development Concept and Character

Pediatrics Plus is a proposed development for a pediatric healthcare provider specializing in occupational, speech, and physical therapy as well as applied behavioral analysis. The proposed development is being submitted as a Planned Unit Development (PUD) pursuant to the provisions of the Broken Arrow Zoning Code.

The core of what Pediatrics Plus does is offer multi-disciplined therapy services through various delivery models to overcome any obstacles that might hinder a child from accessing or benefiting from the services they need. Pediatrics Plus accomplishes this by offering their services in three unique settings to provide the best outcomes for the child: an outpatient clinic, a farm, and a developmental preschool.

The Farm by Pediatrics Plus is a unique, cutting-edge way to implement a service model and ideals for children and families. A collaborative approach has been and will always be the foundation of their therapeutic interventions. The Farm by Pediatrics Plus's comprehensive approach includes ABA, OT, PT, and ST services and maintains a holistic perspective that is vital to the development of children.

With the setting of a farm and intentional layout of therapeutic areas, The Farm by Pediatrics Plus provides a natural environment for the development and progression of skills in all areas. It allows for functional therapy through exploration, play, and activities of daily living. The dream is empowering children to conquer their world through real-life experiences in gardening, cooking, outdoor play, and socializing; all while remaining within the culture of Pediatrics Plus.

The proposed site will consist of a (+/-) 5,000 sq. ft. main office building (The Farmhouse), a (+/-) 1,000 sq. ft. gym, a (+/-) 5,000 sq. ft. gym, a garden, and a few small barns. The main farmhouse will be used for therapy. The outdoor areas and agricultural zoning will be used for walking trails, pond, gardens, and farm animal enclosures. All of these areas will be used in a multitude of different ways to provide therapy for children.

Normal hours of operation are Monday-Friday from 7:00 am to 5:00 pm. There is a potential for a once-a-month Farmers Market on Saturday from 8:00 am to 12:00 pm. This would allow the children to sell the vegetables from the garden to the local community.

III. Need for Split Zoning PUD

The settings in which Pediatrics Plus offers their services require multiple zoning classifications. To accommodate the proposed development, particularly the outpatient clinic and developmental preschool, the zoning will need to be changed to commercial. The proposed commercial zoning would encompass the front 7.98 acres of the site. Additionally, the farming therapy setting requires zoning that allows agricultural activities. The proposed agricultural zoning would encompass the rear 6.57 acres of the site.

IV. Zoning Ordinance Variances

Per city zoning ordinance 4-3-7, “district bufferyards are required between zoning districts that are not separated by a public street.” We are requesting that this requirement be waived for varying zones located within the same parcel.

V. Exterior Building Materials

The materials for the new Farm for Pediatrics Plus will be cement fiber board and batten siding, with vinyl framed windows, and a composition shingle roof. There will be stained wood accents at the porch columns and porch soffit.

VI. Facility Example Rendering & Photographs

The plans, photographs, and rendering below are not of the current proposed project, but are of past projects and intended to represent to the anticipated product.

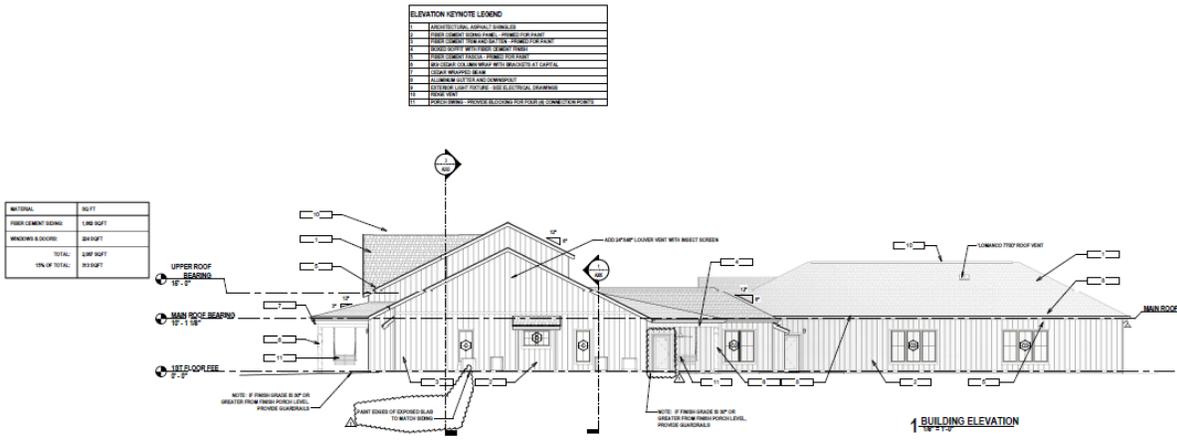
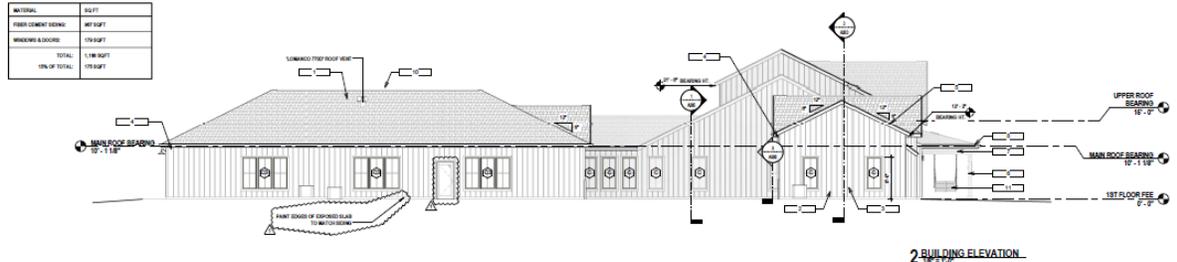
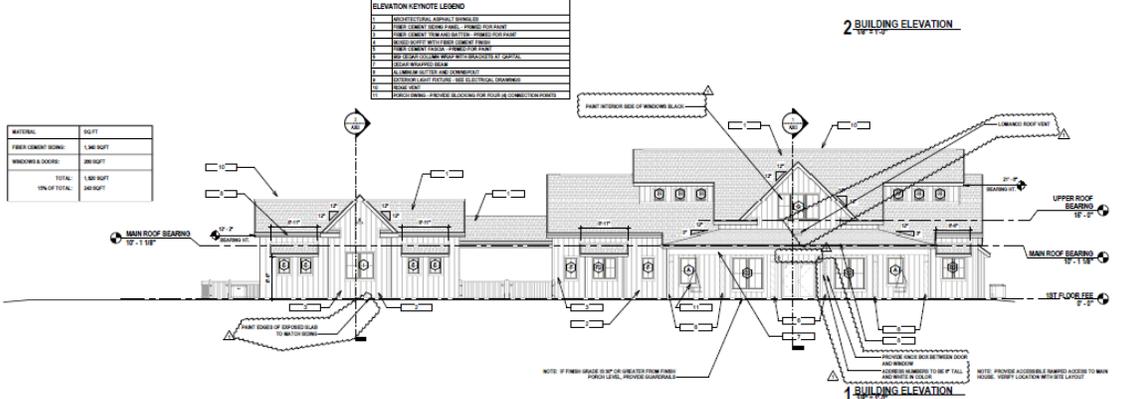
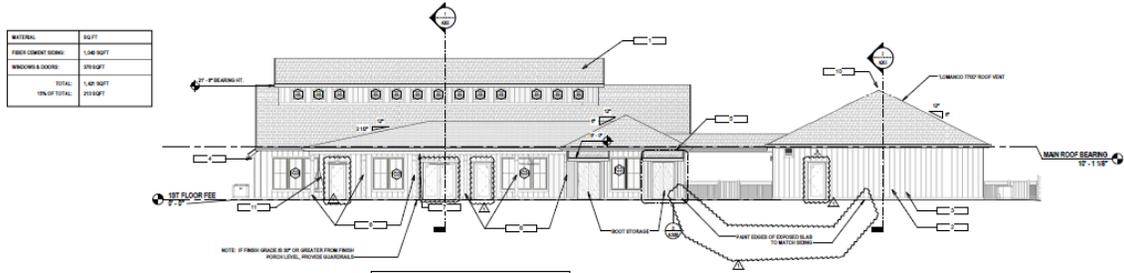
The last page is the current preliminary site plan for this location.





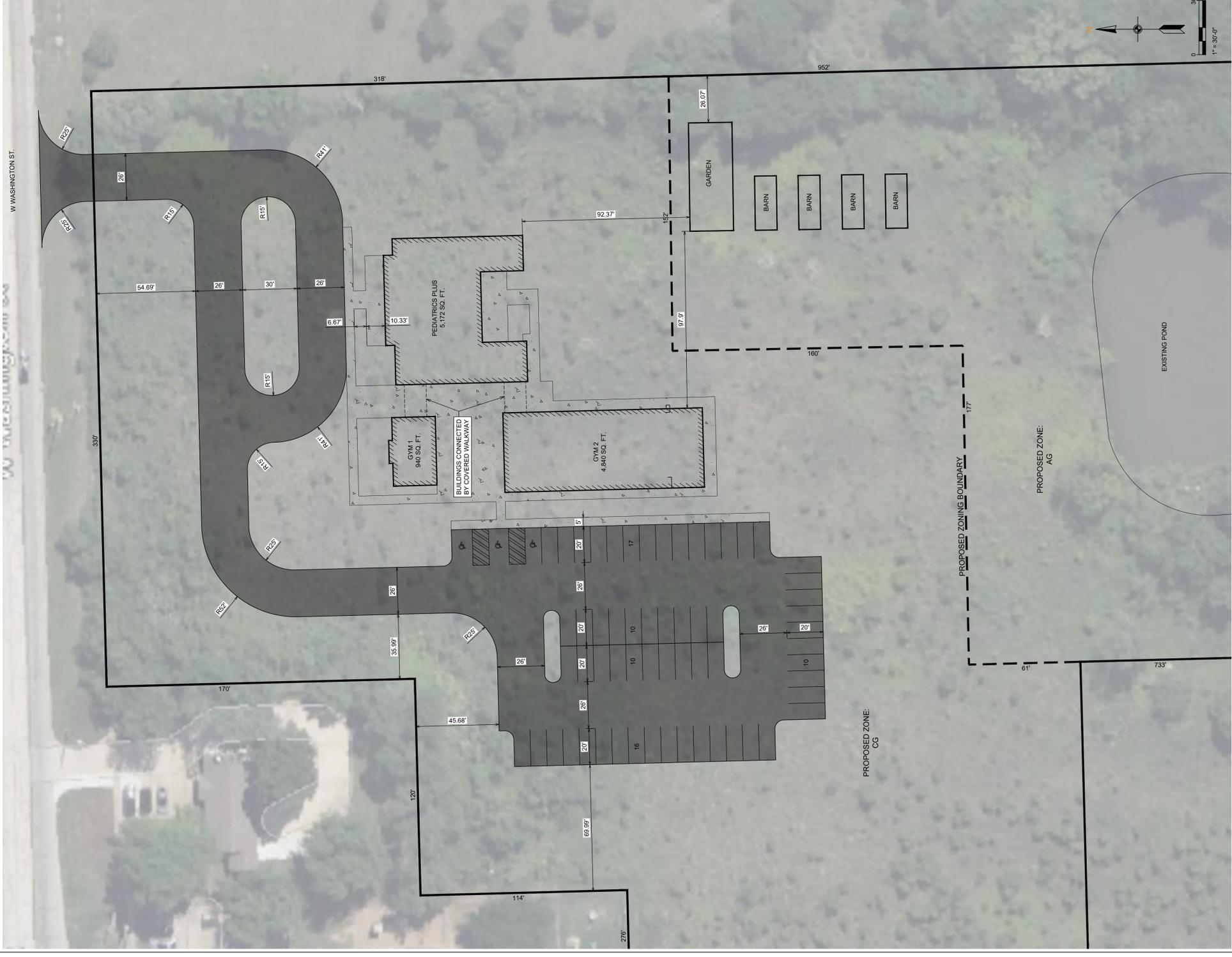
Not to Scale

Intended for representative purposes only



Not to Scale

Intended for representative purposes only



PRELIMINARY ENLARGED SITE PLAN
SCALE 1" = 30'-0"



PRELIMINARY OVERALL SITE PLAN
SCALE 1" = 100'

CG ZONE LEGAL DESCRIPTION
BEING PART OF THE NW ¼ OF THE NW ¼ OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA, DESCRIBED AS:
COMMENCING AT THE NW CORNER OF THE NW ¼ AND RUNNING SOUTH A DISTANCE OF 54.6 FEET; THENCE EAST A DISTANCE OF 80 FEET TO THE POINT OF BEGINNING; THENCE EAST A DISTANCE OF 3 FEET; THENCE NORTH A DISTANCE OF 114 FEET; THENCE WEST A DISTANCE OF 289 FEET; THENCE SOUTH A DISTANCE OF 114 FEET; THENCE EAST A DISTANCE OF 276 FEET; THENCE NORTH A DISTANCE OF 114 FEET; THENCE EAST A DISTANCE OF 120 FEET; THENCE NORTH A DISTANCE OF 170 FEET; THENCE EAST A DISTANCE OF 330 FEET; THENCE SOUTH A DISTANCE OF 170 FEET; THENCE WEST A DISTANCE OF 152 FEET; THENCE SOUTH A DISTANCE OF 180 FEET; THENCE WEST A DISTANCE OF 177 FEET; THENCE NORTH A DISTANCE OF 61 FEET; THENCE WEST A DISTANCE OF 500 FEET; THENCE NORTH A DISTANCE OF 276 FEET TO THE POINT OF BEGINNING, HAVING A TOTAL AREA OF 7.98 ACRES, MORE OR LESS.

AG ZONE LEGAL DESCRIPTION
BEING PART OF THE NW ¼ OF THE NW ¼ OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA, DESCRIBED AS:
COMMENCING AT THE NW CORNER OF THE NW ¼ AND RUNNING SOUTH A DISTANCE OF 587 FEET; THENCE EAST A DISTANCE OF 990 FEET TO THE POINT OF BEGINNING; THENCE NORTH A DISTANCE OF 61 FEET; THENCE EAST A DISTANCE OF 177 FEET; THENCE SOUTH A DISTANCE OF 276 FEET; THENCE WEST A DISTANCE OF 330 FEET; THENCE NORTH A DISTANCE OF 276 FEET TO THE POINT OF BEGINNING, HAVING A TOTAL AREA OF 6.57 ACRES, MORE OR LESS.

PARKING CALCULATIONS

- THE BUILDING IS HAS ONE MAIN USE: MEDICAL CLINIC/CARE
- MEDICAL OFFICE/CLINIC SQUARE FOOTAGE: 10,950
- REQUIREMENT: 1 SPACE PER 250 SQ. FT.

TOTAL REQUIRED SPACES = 44
TOTAL PROVIDED SPACES = 63



Vicinity Map
SCALE 1" = 1000'



WILLIAMS & DEAN
ARCHITECTURE | INTERIOR DESIGN

December 5, 2025

The Farm by Pediatrics Plus
W Washington St
Broken Arrow, OK

To Whom It May Concern:

The exterior materials for the new Farm for Pediatrics Plus will be cement fiber board and batten siding, with vinyl framed windows, and composition shingle roof. There will be stained wood accents at the porch columns and porch soffit.

The accessory structures will be of similar exterior materials.

If you have any questions, feel to call.

Sincerely,

John Johnson, AIA
President
OK No. 6315



City of Broken Arrow

Request for Action

File #: 26-229, Version: 1

**Broken Arrow City Council
Meeting of: 02-03-2026**

Title:

Consideration, discussion, and possible preview of Ordinance No. 3905 Amending Chapter 7, Article XVII (Short-Term Rental); Definitions, Operating Standards, Platform Duties, Owner Cap, Enforcement & Appendix Checklist

Background:

The City has received complaints regarding reports recurring “house-party” conditions at some Short-Term Rentals for such offenses as public intoxication, minors and alcohol, public marijuana use, fights in yards, parking blockages, and late-night spillover. The amendment gives the Police Department and Code Enforcement clear, objective, non-arrest-dependent triggers (Verified Police Observation) and sets time/place/manner limits that directly target late-night outdoor congregation and overflow. This revision does the following:

- Adds and provides new definitions (e.g., Enumerated Nuisance Behavior, Verified Police Observation, Serious Incident, Sleeping Area, Local Responsible Agent (“LRA”), Hosting Platform, Beneficial Ownership);
- Strengthen operating standards (noise monitor; outward-facing entry camera; occupancy is limited to 2 per Sleeping Area, maximum of 12; establishes parking ratio; posting; outdoor congregation limit; non-occupant invitee cap; LRA one-hour response; abatement duty; 21+ age limit for responsible renter);
- Requires platform cooperation (license number field; notice; 3-business-day takedown on City notice);
- Establishes an owner cap of 4 active STR licenses per natural person in residential districts (beneficial-ownership aggregation; mixed-use/commercial exceptions by SUP/PUD);
- Clarify grounds for denial and add observation-based enforcement (use of Verified Police Observation; calls for service context); and
- Adopts an expanded Appendix: Safety & Operations Self-Inspection Checklist with photo proofs.

Cost: \$0

Funding Source: Source

Requested By: Police Chief Lance Arnold, Broken Arrow Police Department

Approved By: City Manager’s Office

Attachments: Ordinance No. 3905

File #: 26-229, Version: 1

Recommendation:

Preview Ordinance No. 3905 and set for adoption.

ORDINANCE NO. 3905

AN ORDINANCE AMENDING CHAPTER 7, ARTICLE XVII OF THE CODE OF ORDINANCES OF THE CITY OF BROKEN ARROW, OKLAHOMA, RELATING TO SHORT-TERM RENTALS; PROVIDING NEW AND REVISED DEFINITIONS; ESTABLISHING AND STRENGTHENING OPERATING STANDARDS; REQUIRING INTERIOR POSTING, INSURANCE, NOISE MONITORING, AND SECURITY CAMERAS; ESTABLISHING OCCUPANCY AND PARKING LIMITS; REQUIRING ADVERTISING DISCLOSURES AND HOSTING-PLATFORM COOPERATION; CAPPING LICENSES PER OWNER IN RESIDENTIAL DISTRICTS; PROVIDING ENFORCEMENT, NOTICE, APPEALS, AND PENALTIES; ADOPTING AN APPENDIX CHECKLIST; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. AMENDMENT.

Chapter 7, Article XVII of the Code of Ordinances, entitled “Short-Term Rental,” is hereby amended and restated to read as follows:

ARTICLE XVII. SHORT-TERM RENTAL

Sec. 7-465. Severability.

It is declared to be the intention of the city council that the sections, paragraphs, sentences, clauses and phrases of this chapter are severable, and if any phrase, clause, sentence, paragraph or section of this chapter shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this chapter.

Sec. 7-466. Definitions.

For the purpose of this article, unless otherwise expressly stated, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Agent means any person who, in connection with the activities of a short-term rental, manages the operations, including, but not limited to, the collection of rental charges, issuing of keys, direction of maintenance personnel, assigning of rooms to guests, and handling guest affairs and overseeing security.

Beneficial Ownership means direct or indirect ownership or control of twenty-five percent (25%) or more of the equity or voting interests of a legal entity, or the ability to appoint a majority of governing persons.

Calls for service includes, but is not limited to, any and all calls to emergency services, (police and fire only) that result in a representative being dispatched or directed to the short-term rental. This shall include any calls for service within the surrounding neighborhood that, through information or investigation, can be traced to the short-term rental registered guest(s) and/or visitor(s). "Calls for service" shall not include any self-initiated activity and/or investigation based on the observation(s) of an emergency services representative.

Drug-related arrests include, but are not limited to, those that involve the manufacture, cultivation, importation into the state, transportation, possession, possession for sale, sale, furnishing, administering, or giving away, or providing a place to use or fortification of a place involving, any controlled drug, narcotic or drug paraphernalia.

Enumerated Nuisance Behavior means any of the following occurring at, in front of, or immediately adjacent to the licensed premises: (1) public intoxication; (2) unlawful possession or consumption of alcohol by a minor; (3) smoking or consuming marijuana or marijuana products in any public place in violation of law; (4) contributing to the delinquency of a minor; (5) disturbing the peace or disorderly conduct (including loud, threatening, or tumultuous behavior); (6) fighting in public; (7) parking violations that obstruct sidewalks, driveways, hydrants, or fire lanes, or parking on unpaved yards contrary to Code.

Guest shall mean any person that occupies a guestroom.

Guestroom shall mean a sleeping room in a short-term rental designed and intended to be used as lodging as documented by the community development director, or designee.

Hosting Platform means a person or entity that, for compensation, advertises, lists, or facilitates a booking transaction for a short-term rental via a website, application, or other system.

Local Responsible Agent ("LRA") means a natural person designated by the licensee who is reachable by telephone twenty-four (24) hours per day, seven (7) days per week, and able to be on-site at the short-term rental within one (1) hour of City request.

Owner shall mean any person, firm, association, partnership, or corporation, which is the record owner of real property as listed on the last equalized assessment roll as maintained by the Tulsa or Wagoner County assessor. It shall also mean any part owner, joint owner, or lessor of the whole or part of the land or buildings situated thereon. An owner may or may not be an agent.

Person shall mean any natural person, firm, partnership, corporation, receiver, trustee, estate trust, business trust, organization, or association.

Prostitution-related arrests include, but are not limited to, those that involve prostitution, pandering, or prostitution-related crimes, in violation of 21 O.S. § 1029 or 21 O.S. § 1081.

Serious Incident means any of the following at, in front of, or immediately adjacent to the licensed premises: (1) felony arrest; (2) violent misdemeanor; (3) discharge of a firearm; (4) a fire-code condition posing imminent hazard; (5) any occurrence involving two or more distinct Enumerated

Nuisance Behaviors within the same incident window as documented by a Verified Police Observation.

Sleeping Area means a habitable room customarily used for sleeping, including a bedroom meeting Building Code egress standards; excludes kitchens, halls, bathrooms, closets, and garages.

Short-term rental means any building or group of buildings or facility as defined by the zoning ordinance.

Short-term rental operation means the occupancy of any guestroom or use of any short-term rental facility regardless of compensation or remuneration.

Verified Complaint means a complaint investigated by the City and determined to constitute a violation of this Code, a permit condition, or state law.

Verified Police Observation means a written report by a responding peace officer, supported by body-worn camera, photographs, decibel readings, or other contemporaneous documentation, establishing that an Enumerated Nuisance Behavior occurred at, in front of, or immediately adjacent to the licensed premises, whether or not an arrest is made, or a citation is issued.

Sec. 7-467. License to operate—Application deadline and fee.

The annual license to operate shall be applied for to the community development director, or designee, on a yearly basis by the owner and/or agent of each short-term rental. The deadline for submitting the application shall be one calendar year from the date of license issue, or, if this date falls on a Saturday or Sunday, on the next business day of the City of Broken Arrow. The application shall be submitted with a processing fee, as identified in the city's Manual of Fees. The license shall be issued or denied within 30 days. The first operating license will be required prior to the use of any property as a short-term rental, and on a yearly basis thereafter. The City Council may set initial and renewal license fees, replacement certificate fees, and training-completion discounts by resolution in the Manual of Fees. The City Manager may promulgate forms to administer this Article.

Sec. 7-468. License to operate—Application required—Contents.

All persons applying to the community development director, or designee, for a license to operate a short-term rental shall file an application with a non-refundable processing fee in the amount specified by the Manual of Fees therefor on forms provided by the city and containing information as follows:

- (a) The address of the unit(s) to be used as a short-term rental;
- (b) The number of guestrooms;
- (c) The number and location of on-site parking spaces allotted to the premises (can include garage);

- (d) The name, address, telephone number and email address of the short-term rental owner and agent;
 - (1) The agent shall be a 24-hour contact for the short-term rental, and must be available to be on site within one hour. The listed agent shall be the Local Responsible Agent (LRA) as defined in §7-466;
 - (2) If the agent is applying on behalf of the owner, an owner's authorization form shall be completed and submitted with the application;
 - (3) A screening plan outlining how potential guests are approved in addition to the short-term rental owner or agent's acknowledgement that any short-term rental within a 500-foot radius of schools (public, private, and all related facilities), day cares, playgrounds, or parks, must conduct additional screening of all potential renters, and not allow rental to individuals on the sex offender registry (57 O.S. §§ 581—590.2).
- (e) Evidence of mailed notice to each abutting property and those directly across any abutting public street(s) of the applicant's intent to secure or renew a short-term rental license. Initial applications shall use certified mail, return-receipt requested. Renewals may use first-class mail. Where an email address for the record owner is reasonably available, email notice shall also be sent. The notice shall include the LRA's 24/7 phone number, the City complaint hotline/online form, and the property address.
- (f) The short-term rental owner's consent to an annual inspection by a city code enforcement officer, or designee that the facility meets the property maintenance codes as adopted by the city;
- (g) The short-term rental owner's acknowledgement that no licensee shall transfer the right to operate to any other person or entity by lease, agreement, contract or any other agreement; and no short-term rental license shall have any legal effect at any location other than those for which it is issued;
- (h) The short-term rental owner or agent's confirmation that he or she will use his or her best efforts to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties;
- (i) The short-term rental owner or agent's signed acknowledgement that he or she has reviewed and understands the applicable requirements of the Code of Ordinances, including the zoning ordinance;
- (j) Written rules to be posted in the short-term rental unit(s), which shall include:
 - (1) Acknowledgement that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the city's noise ordinance;

- (2) Acknowledgement of the maximum occupancy of a short-term rental unit based on the type as defined by the zoning ordinance and the amount and location of on-site parking.
- (k) Any other information that the Code of Ordinances requires the short-term rental owner or agent to provide to the city as part of an application for a short-term rental license. Any material misrepresentation in the application for the license to operate a short-term rental or a failure to provide the required information shall be grounds for denial.
- (l) Floor plan identifying Sleeping Areas and non-sleeping rooms.
- (m) Parking plan diagramming off-street spaces.
- (n) Insurance: proof of \$1,000,000 per-occurrence commercial general liability coverage for STR operations, to be continuously maintained.
- (o) Interior posting acknowledgment that the operator will post, near the primary entrance, the license certificate and number, LRA 24/7 contact, maximum occupancy, parking diagram, trash/recycling day(s), emergency egress map, and “no events/amplified sound/quiet hours” rules, and a list of prohibited conduct to include no public intoxication; no alcohol possession/consumption by minors; no public smoking/consumption of marijuana; no disturbing the peace; no fighting; obey parking diagram; no more than six (6) persons outdoors on the premises between 10:00 p.m. and 7:00 a.m.; and no more than ten (10) non-occupant invitees on site at any time.

Sec. 7-468.1 — Operating standards

- (a) The LRA shall answer calls from the City at all times and shall be on-site within one (1) hour when requested.
- (b) Events and amplified sound prohibited. Events, parties, commercial gatherings, and the use of amplified sound equipment or musical instruments audible outdoors are prohibited. Quiet hours apply City-wide from 10:00 p.m. to 7:00 a.m.
- (c) Each STR shall maintain an interior, non-recording noise-monitoring device capable of sending alerts to the operator when thresholds are exceeded, and a conspicuously placed, outward-facing security camera monitoring exterior entries. Audio recording is prohibited. Devices shall not be located in bathrooms or Sleeping Areas. Alert/event logs shall be retained for one hundred-eighty (180) days and provided to the City upon request.
- (d) Maximum overnight occupancy is two (2) persons per Sleeping Area, not to exceed twelve (12) persons per dwelling unit. Prior to each arrival, the operator shall identify in writing rooms designated as non-sleeping.
- (e) At least one (1) off-street space per Sleeping Area plus one (1) additional space for the owner/host, unless otherwise provided in Appendix A for mixed-use/commercial districts

shall be provided. Vehicles shall not obstruct sidewalks/driveways or park on unpaved yards contrary to Code.

- (f) STRs shall comply with the STR Safety Checklist (Appendix to this Article), including smoke/CO alarms, fire extinguishers, egress, and address visibility.
- (g) The licensee shall complete the City's annual STR Self-Inspection Checklist, retain records/photos for three (3) years, and produce them upon request. Failure to complete or produce the checklist is a violation.
- (h) Licensees shall collect and remit all applicable state taxes and City fees.
- (i) All STR advertisements and listings shall display the City license number and the maximum overnight occupancy.
- (j) Between 10:00 p.m. and 7:00 a.m., no more than six (6) persons may congregate outdoors on the premises (including front/side/back yards, porches, driveways, and patios). Guests shall relocate indoors or disperse upon request of the Local Responsible Agent (LRA) or the City.
- (k) At any time, the number of persons on site who are not overnight occupants may not exceed ten (10). A gathering in excess of this limit is deemed an event and is prohibited by §7-468.1(b).
- (l) The licensee shall ensure that no public intoxication, no unlawful possession or consumption of alcohol by minors, no public smoking or consumption of marijuana, and no contributing to the delinquency of minors occurs on the premises. House rules and the interior posting shall expressly state these prohibitions.
- (m) Upon notice from the City or PD of Enumerated Nuisance Behavior, the LRA shall be on site within one (1) hour and shall cause the nuisance to cease, including directing non-occupant invitees to disperse, moving persons indoors during quiet hours, and verifying parking compliance. Failure to abate is a violation.
- (n) The total number of vehicles associated with the STR shall not exceed the off-street spaces shown on the approved parking plan. Vehicles shall not block sidewalks, driveways, hydrants, or fire lanes, and shall not park on unpaved yards. The interior posting shall include a parking diagram reminding guests of these limits.
- (o) The person who books and occupies as the responsible party shall be at least twenty-one (21) years of age and present during the rental period.

Sec. 7-468.2 — Hosting platforms

- (a) A hosting platform shall provide a conspicuous notice to users listing STRs in the City that a City STR license is required and that the license number must be displayed in any listing.

- (b) Hosting platforms shall provide a dedicated field for the City license number in any listing for an STR located in the City.
- (c) Upon written notice from the City that a listing lacks a valid license number or pertains to a suspended or revoked STR, a hosting platform shall remove or disable the listing within three (3) business days.
- (d) A hosting platform that complies with (a)–(c) shall not be deemed in violation for user content posted without a valid license number.

Sec. 7-468.3 — License cap per owner (residential districts)

- (a) No natural person shall hold, directly or through Beneficial Ownership, more than four (4) active STR licenses City-wide in residential zoning districts.
- (b) Applicants with entity ownership shall disclose all natural persons with Beneficial Ownership; licenses held by an entity are attributed to each such person for cap purposes.
- (c) The cap does not apply in mixed-use or commercial districts if expressly authorized by SUP or PUD conditions.

Sec. 7-469. License to operate—Grounds for denial.

The license to operate may be denied for any of the following reasons:

- (a) The applicant has an outstanding debt to the city.
- (b) The short-term rental property has an unabated notice of violation, in excess of 30 days, that cites violations of the city Code of Ordinances.
- (c) Such other relevant facts as the community development director, or designee, may discover or deem advisable or necessary in the course of the review of the application, such as:
 - (1) Drug-related arrests;
 - (2) Prostitution-related arrests;
 - (3) Calls for service.
- (d) Noncompliance with federal, state, and city Code of Ordinances. This shall include any and all unresolved documented violations of the city's adopted International Building Code, International Fire Code, International Mechanical Code, International Fuel Gas Code, and National Electric Code, including all State of Oklahoma amendments.

Sec. 7-470. License to operate—Denial—Appeal hearing.

Whenever the city denies a license to operate for a short-term rental, as provided in this chapter, the owner of said short-term rental shall have a right to a hearing to appeal the denial in accordance with section 7-475.

Sec. 7-471. License to operate—Non-transferability.

Each license to operate issued pursuant to this chapter shall be separate and distinct from all others and shall not be transferable from the person, firm or corporation to whom issued to any other person, firm or corporation. Whenever an owner sells or transfers title of a short-term rental, then the license to operate shall expire. A license automatically terminates upon transfer of title to the dwelling unit or a change in controlling Beneficial Ownership of the licensee.

Sec. 7-472. License to operate—Report of changes to the application.

When a change of agent occurs at an existing short-term rental, the new agent shall register as the 24/7 contact within ten business days of the change.

Sec. 7-473. License to operate—Revocation.

The annual license to operate shall be subject to revocation by the community development director, or designee, upon good cause shown that the operation of the short-term rental is such that it is or has negatively impacted the health, safety and/or welfare of its guests or the residents or businesses of the neighboring community by any of the following:

- (a) Noncompliance with federal, state, and city Code of Ordinances. This shall include any and all continued and documented violations of the city's adopted International Building Code, International Fire Code, International Mechanical Code, International Fuel Gas Code, and National Electric Code, including all State of Oklahoma amendments;
- (b) Drug-related arrests;
- (c) Prostitution-related arrests;
- (d) Calls for service;
- (e) Any other conditions, problems, issues, concerns or facts that are deemed relevant. In processing a revocation, the community development director, or designee, shall prepare a report that details the circumstances that have led to the revocation. It may include any or all of the following that are applicable:
 - (1) Frequency or occurrence of violation(s), arrest(s), or call(s) for service;
 - (2) Seriousness of the violation(s), arrest(s), or call(s) for service in relation to its threat or impact upon public health, safety or welfare;

- (3) History of the violation(s), arrest(s), or call(s) for service;
- (4) Good faith efforts taken by the responsible party to correct, reduce and/or alleviate violation(s), arrest(s), or call(s) for service;
- (5) Any activity, action or effort taken by the responsible party to obstruct or interfere with correction of the problem;
- (6) The impact of the violation(s), arrest(s), or call(s) for service on the surrounding property and community.

Notwithstanding any other provision of this section, the City may suspend or revoke a short-term rental license upon documented nuisance activity as follows: (i) suspension for thirty (30) days upon two (2) Verified Police Observations of Enumerated Nuisance Behavior within any twelve (12) month period; (ii) suspension for ninety (90) days upon three (3) such Verified Police Observations within any twelve (12) month period; (iii) suspension for one hundred-eighty (180) days upon four (4) or more such Verified Police Observations within any twelve (12) month period; and (iv) revocation upon three (3) or more Verified Complaints within any twelve (12) month period or upon any Serious Incident. Immediate suspension may issue upon any Serious Incident. Whether or not an arrest is made, or a citation is issued shall not be determinative if the conduct is established by a Verified Police Observation. Any suspension or revocation shall be preceded by written notice stating the grounds and the right to a hearing under §§7-474 and 7-475. A person whose license is revoked is ineligible to reapply for twelve (12) months.

Sec. 7-473.1. Automatic suspension and revocation.

- (a) Suspension ladder. The City may suspend a license for: (i) thirty (30) days upon two (2) Verified Complaints within twelve (12) months; (ii) ninety (90) days upon three (3) Verified Complaints within twelve (12) months; and (iii) one hundred-eighty (180) days for four (4) or more Verified Complaints within twelve (12) months.
- (b) Revocation. The City shall revoke a license upon three (3) or more Verified Complaints within any twelve (12) month period or upon any Serious Incident. A person whose license is revoked is ineligible to reapply for twelve (12) months.
- (c) Immediate suspension. The City may immediately suspend a license upon a Serious Incident, lapse of insurance required by §7-468(o), or failure of the LRA to respond as required by §7-468.1(a).
- (d) Due process. A suspension or revocation shall be preceded by written notice stating the grounds and the right to a hearing under §§7-474 and 7-475.

Sec. 7-474. Notice of hearing.

Upon good cause shown in the revocation report issued by the community development director, or designee, the city manager, or designee, shall issue a notice of hearing for revocation of license to operate. Such hearing shall be held by the city manager. Notice of hearing of revocation of a license shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid to the owner at his or her last known address at least five days prior to the date set for the hearing.

Sec. 7-475. Appeals.

Any person aggrieved in regard to the denial or revocation of a license shall have the right to appeal to the Broken Arrow City Council. Such appeal shall be taken by filing a notice of appeal with the city clerk's office within 14 days after notice of the decision causing the appeal. The city council shall set the time and place of hearing on such appeal and notice of such hearing shall be given to the person and all known interested parties. Notice of such hearing shall be mailed, postage prepaid to the owner at his or her last known address at least five days prior to the date set for the hearing. Such hearing shall be on a subsequent regularly scheduled council meeting following receipt of the notice of appeal, subject only to the requirements of the Oklahoma Open Meetings Act, 25 O.S. § 301 et. seq.

Sec. 7-476. License to operate—Reissue after revocation.

A license to operate that is revoked shall not be reissued for a period of one year from the date of such revocation.

Sec. 7-477. Violation—Penalty.

It is unlawful to operate a short-term rental without a valid license to operate or to fail to comply with any of the requirements established by the Code of Ordinances. Violations are subject to enforcement per the Zoning Ordinance and to civil remedies including injunctive relief, abatement, and administrative penalties not to exceed \$ ____ per violation per day as set by resolution.

Section 7-478 — Transition; Effective date

- (a) Effective date. This ordinance takes effect on February 17, 2026.
- (b) Transition. Existing STR licensees shall comply with §§7-468(e), 7-468(l)–(o), 7-468.1, and 7-468.2 within ninety (90) days of the effective date. Hosting platforms shall comply with §7-468.2 within sixty (60) days.
- (c) Training & fees. The training module shall be offered within one hundred-twenty (120) days; renewal discounts apply beginning with the first renewal occurring at least one hundred-eighty (180) days after the effective date.

**Appendix to Article XVII
Short-Term Rental Safety & Operations Self-Inspection Checklist**

(Minimum Standards; to be completed annually and retained for three (3) years)

Property Address: _____ License No.: _____
Owner/Operator: _____ Date: _____
Local Responsible Agent (24/7): _____ Phone: _____

Instructions: Check Yes/No/N/A. For every “No,” attach a corrective plan with date. Upload required photos with your renewal.

A. Alarms & Life Safety

1. Smoke alarms installed in every Sleeping Area, outside each Sleeping Area, and on every story (including basements). (Photo required)
2. All smoke alarms test functional via the test button.
3. Smoke alarms are within service life (manufacture date ≤ 10 years ago or 10-year sealed).
4. CO alarms on each story with a fuel-burning appliance or attached garage. (Photo required)
5. CO alarms test functional via test button; within service life (per label).
6. No battery missing or low-battery chirps present.
7. Audible/visual notification is not obstructed by décor or furniture.
8. No disabling or covering of alarms; no paint over units.
9. Weather safety notice posted identifying the best interior severe-weather area/safe room (Oklahoma). (Photo required)
10. Address numerals clearly visible from the street day and night (contrasting color, illuminated if practical). (Photo required)

B. Fire Extinguishers & Fire Protection

11. At least one 2A:10B:C extinguisher per story, mounted and readily accessible. (Photo required)
12. Kitchen extinguisher located within 30 ft of cooking appliances, not over the range.
13. Extinguishers show normal pressure, no damage, and inspection tag/date within past 12 months (or manufacturer monthly check documented).
14. No combustibles stored within 3 ft of furnaces, water heaters, or other ignition sources.
15. Gas shutoffs and electrical main disconnect locations identified on the interior posting/exit map.
16. Fireplace/wood stove (if present) has intact spark screen/doors and clearances maintained; ashes stored safely in metal container outdoors.

C. Egress, Doors & Windows

17. Each Sleeping Area has an egress window/door operable from inside without keys/tools/special knowledge. (Photo required of window open)
18. Bars/grilles (if any) on egress windows/doors are operable from inside without a key.
19. Exit doors unlock from the inside without keys (no double-keyed deadbolts).
20. Stairways/hallways to exits are unobstructed and illuminated.
21. Floor surfaces are in good repair; no loose rugs or cords creating trip hazards on exit routes.
22. Exterior steps/landings are sound; handrails/guardrails present where required and secure.

D. Electrical Safety

23. No extension cords used as permanent wiring; no “daisy-chained” power strips.

24. GFCI protection present and functional at kitchens, bathrooms, garages, exterior receptacles (test monthly).
25. Outlet/switch cover plates intact; no exposed wiring.
26. Electrical panel has clear access (recommend ≥ 36 " depth x 30" width), cover in place, breakers labeled.
27. No cords under rugs, through doorways, or pinched by furniture.
28. Tamper-resistant receptacles or child-safety covers present if advertising family-friendly.
29. Lighting adequate at entrances, stairs, and parking surfaces (motion/photocell recommended).
30. Portable space heaters (if provided) are UL-listed, tip-over protected, and have 3 ft clearance on all sides; not permitted in unattended Sleeping Areas.

E. Gas, Heating & Mechanical

31. Furnace/water heater in safe operating condition; no visible leaks or scorch marks.
32. Combustion air openings unobstructed; vents intact and terminate outdoors.
33. Gas appliances have accessible shutoff valves; flexible connectors in good condition.
34. Dryer vents are metal/foil, discharge to exterior, and are lint-free; lint trap cleaned. (Photo required of exterior vent)
35. Water heater temperature set to $\leq 120^{\circ}\text{F}$ (anti-scald).
36. Attic/basement access secure; no open junction boxes or exposed splices.

F. Kitchen & Laundry

37. Range anti-tip device installed and engaged. (Photo required)
38. Range hood or microwave vent operational; grease filters clean.
39. Refrigerator/freezer seals intact; no unsafe temperatures (operator verifies).
40. Under-sink area dry and free of mold; disposal splash guard intact (if present).
41. Dishwasher has no leaks and latches securely.
42. Fire-safe location for grill (see Section H) is identified in the house rules if provided on site.
43. First-aid kit available and stocked (location noted on posting).
44. Laundry room clear of pile-up; detergents secured if advertising family-friendly.

G. Bedrooms & Sleeping Areas

45. Sleeping Area designation matches floor plan; no living rooms, kitchens, or garages used as sleeping rooms.
46. Mattresses and bedding clean and free from infestation; mattress protectors present.
47. Smoke alarm inside each Sleeping Area verified (see Section A).
48. Emergency egress route from each Sleeping Area is posted on the exit map.
49. Space heaters not used in Sleeping Areas (unless permanently installed and code-compliant).

H. Exterior & Site Conditions

50. Walkways/driveways in safe condition; no tripping hazards; ice/snow plan noted (seasonal).
51. Off-street parking meets posted limit and does not block sidewalks/driveways/fire lanes; no yard parking on unpaved surfaces.

- 52. Grills/fire pits located ≥ 10 ft from structures/combustibles (or per manufacturer); no grills on combustible balconies.
- 53. LP cylinders stored upright outdoors; not in buildings or beneath stairways.
- 54. Exterior lighting at entrances/parking functional (photocell or timer recommended).
- 55. Backflow device and hose bibbs in good repair; no cross-connection hazards.

I. Pools / Spas / Hot Tubs (If applicable)

- 56. Barrier height meets code (≥ 48 " typical); self-closing, self-latching gates swing outward. (Photo required)
- 57. Door alarms/pool alarms present where required.
- 58. VGB-compliant drain covers installed and within service life. (Photo required)
- 59. Life ring with rope and a reaching pole provided and accessible.
- 60. Rules signage posted (no lifeguard, no glass, no diving, children supervision, emergency 911).
- 61. Spa cover is lockable and used when not occupied.
- 62. Chemicals stored locked and ventilated; SDS sheets on site or accessible digitally.
- 63. Electrical bonding/GFCI for pool/spa equipment verified by a qualified person (document date).
- 64. Gate hardware and fence integrity inspected and functional.

J. Security, Privacy & Monitoring

- 65. Outward-facing entry camera(s) positioned to view entrances only; no interior cameras and no cameras in or facing Sleeping Areas or bathrooms. (Photo required of camera location)
- 66. Audio recording disabled on all monitoring devices.
- 67. Noise monitor(s) installed indoors (not in Sleeping Areas or bathrooms), configured for alerts; 180-day alert/event logs retained.
- 68. Locks on exterior doors function; guests provided unique/rekeyed codes or keys; no key-lock boxes visible from public right-of-way unless secured.
- 69. Privacy notice in the interior posting discloses cameras (locations) and noise monitors; prohibits tampering.

K. Posting, House Rules & Emergency Info

- 70. Interior posting near primary entrance includes: license number, max occupancy, parking diagram, trash/recycling schedule, LRA 24/7 contact, exit map, severe-weather safe area, and "no events/amplified sound/quiet hours" rules. (Photo required)
- 71. Exit map shows exits, fire extinguishers, electrical panel, gas shutoff, muster point.
- 72. Quiet hours (10:00 p.m.–7:00 a.m.) posted and match the ordinance.
- 73. Human-trafficking awareness and emergency numbers posted or linked (as provided by City training).
- 74. License number and maximum occupancy appear on all advertisements/listings.
- 75. Tax registration numbers posted or on file; instructions to guests not to exceed occupancy/parking limits.
- 76. Posting includes "no public intoxication/no MIP/no public marijuana use/no fighting" language.
- 77. Posting shows outdoor congregation limit and non-occupant invitee cap.

L. Waste, Sanitation & Pest Prevention

- 78. Trash and recycling containers provided, labeled, and in good repair; storage location avoids blocking sidewalks/rights-of-way.
- 79. Pick-up days posted on the interior posting; instructions about setting out/bringing in carts.
- 80. No evidence of pests; preventive measures in place (sealed food storage, regular service if needed).
- 81. Bathrooms have working ventilation (fan or operable window) and sanitary conditions.
- 82. Water leaks or moisture intrusion absent; any prior issues corrected.

M. Records, Training & Miscellaneous

- 81. Annual STR Self-Inspection Checklist completed; records and photos retained 3 years.
- 82. Noise/camera event logs retained 180 days and available to the City upon request.
- 83. Insurance certificate (\$1,000,000 per occurrence CGL) current and on file with City.
- 84. LRA contact test conducted quarterly; response within 1 hour verified/logged.
- 85. City STR Training completed within the past 12 months (attach certificate to renewal).
- 86. Neighbor notice sent per §7-468(e) (initial via certified mail; renewal via first-class; email where available). Keep proof of mailing.
- 87. LRA abatement log: record date/time of PD/City calls and arrival time (must be ≤ 1 hour).
- 88. Parking compliance: operator verifies vehicles do not exceed plan; no blockages; no yard parking.
- 89. Incident retention: preserve body-worn camera request info (incident number) and any host platform messaging used to abate.

Required Photo Uploads (at minimum)

- Smoke and CO alarms in place (one per bedroom, one per hallway, one per story).
- One mounted extinguisher per story and the kitchen extinguisher.
- One open egress window in each Sleeping Area.
- Interior posting at the main entrance and the exit map.
- Address numerals visible from the street at night.
- Dryer exterior vent outlet.
- Entry camera location (outward facing).
- Pool/spa barrier, gate latch, and VGB drain cover (if applicable).
- Parking diagram (photo of posted diagram).

Operator Attestation

I certify the above is true and complete, and that any deficiencies will be corrected by: _____.
 Name/Title: _____ Signature: _____ Date: _____

SECTION II. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent of such conflict.

SECTION III. CODIFICATION; SCRIVENER’S AUTHORITY.

The provisions of this ordinance shall be codified within Chapter 7 of the Code of Ordinances. The City Attorney and City Clerk are authorized to correct scrivener’s errors (including section

numbering, cross-references, and formatting) without further Council action so long as no substantive change is made.

SECTION IV. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or application of this ordinance is held invalid, such invalidity shall not affect the remaining portions or applications, which can be given effect without the invalid portion; to this end the provisions of this ordinance are declared severable.

SECTION V. EFFECTIVE DATE; PUBLICATION.

This ordinance shall take effect and be in force from and after its passage and publication as provided by law. Compliance timelines for operators and hosting platforms are as stated within Section 7-478 of Article XVII.

PASSED AND APPROVED and the clause ruled upon separately this 17th day of February, 2026.

MAYOR

ATTEST:

(Seal) CITY CLERK

APPROVED:



ASSISTANT CITY ATTORNEY



City of Broken Arrow

Request for Action

File #: 26-223, Version: 1

**Broken Arrow City Council
Meeting of: 02-03-2026**

Title:

Consideration, discussion, and possible re-adoption of Ordinance No. 3901, an ordinance amending Section 16-12 of the Broken Arrow Code of Ordinances to add a new subsection addressing noise generated by places of public assembly located near residential property; Providing for severability; and declaring an emergency (procedural re-adoption due to publication oversight)

Background:

On December 16, 2025, the City Council adopted Ordinance No. 3901 amending Section 16-12 of the Code of Ordinances to add a new, content-neutral, objective standard for amplified or music-based sound originating from places of public assembly located within close proximity to residential property. Due to an administrative oversight, the ordinance was not timely transmitted for newspaper publication as required for the ordinance to take effect. This agenda item is presented to cure that defect by passing the ordinance again without substantive changes and directing prompt publication following adoption. The ordinance retains the emergency clause and is intended to take effect upon passage, approval, and publication as provided by law.

Cost: \$0

Funding Source: Not applicable

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: Ordinance No. 3901.

Recommendation:

Re-adopt the ordinance amending Section 16-12 (noise from places of public assembly adjacent to residential property) and approve the emergency clause.

ORDINANCE NO. 3901

AN ORDINANCE AMENDING THE BROKEN ARROW CODE OF ORDINANCES, CHAPTER 16 – OFFENSES – MISCELLANEOUS, ARTICLE I – IN GENERAL, SECTION 16-12 – DISTURBING THE PEACE; DISORDERLY CONDUCT; ADDING A NEW SUBSECTION TO ADDRESS NOISE FROM PLACES OF PUBLIC ASSEMBLY LOCATED NEAR RESIDENTIAL PROPERTY; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION 1. Amendment.

That Chapter 16, Offenses – Miscellaneous, Article I – In General, Section 16-12, “Disturbing the peace; disorderly conduct,” of the Broken Arrow Code of Ordinances is hereby amended by adding a new subsection (a)(9) to read as follows (subsections not amended hereby are not set out in full and remain in effect):

Sec. 16-12. Disturbing the peace; disorderly conduct.

- (a) It shall be unlawful for any person at any time to willfully or maliciously disturb the public peace or quietude by creating any noise of such character or duration so as to be loud and unnecessary to a person of ordinary sensibilities. Such noises shall include, but not be limited to, the following:
 - (9) Places of public assembly adjacent to residential property.
 - (i) For purposes of this subsection, “place of public assembly” means any building or structure used or designed for the regular assembly of persons, including but not limited to community centers, auditoriums, parks, event centers, lodges, clubs, houses of worship, and similar facilities.
 - (ii) It shall be unlawful to operate or permit the operation of any sound amplification equipment, live or recorded music, or similar sound source in or upon a place of public assembly that is located within three hundred (300) feet of property that is zoned or used for residential purposes, in such a manner that the sound is plainly audible inside any dwelling unit on such residential property, with doors and windows closed, for a continuous period in excess of ten (10) minutes.
 - (iii) For purposes of this subsection, “plainly audible” means any sound where the bass, rhythm, or melody is clearly perceptible to a person of ordinary sensibilities inside the dwelling unit.
 - (iv) This subsection shall not apply within any specific geographical area that is otherwise exempted from the prima facie nighttime noise standards of subsection (a)(5) of this section, nor shall it be construed to limit or restrict the exemption for bells, chimes, and carillons set forth in subsection (c)(6) of this section.

SECTION II. Severability.

If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the remaining provisions, which shall remain in full force and effect.

SECTION III. Emergency Clause.

It being immediately necessary for the preservation of the public peace, health, and safety, an emergency is hereby declared to exist, by reason whereof this ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

PASSED AND APPROVED and the clause ruled upon separately this 3rd day of February, 2026.

MAYOR

ATTEST:

(Seal) CITY CLERK

APPROVED:



ASSISTANT CITY ATTORNEY



City of Broken Arrow

Request for Action

File #: 26-224, **Version:** 1

Broken Arrow City Council
Meeting of: 02-03-26

Title:

Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3901; 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 to 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: None

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: none

Recommendation:

Approve the emergency clause for Ordinance No. 3901

Broken Arrow Fire Station #8 (#10007400)

Owner: Broken Arrow, City of
 Solicitor: Broken Arrow, City of
 01/29/2026 01:45 PM CST

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate	Ascend Commercial Builders	Myers-Cherry Construction, LLC	Magnum Construction, Inc.	Bravo Builders LLC	Builder's Unlimited, Inc.	Timbertake Construction	VOY Construction	Iron Bull, LLC	A&K Construction, Inc.	Ellingson Contracting
Base Bid: Fire Station #8																
	1	1A	Final Cleaning	LS	1	\$3,729.25	\$10,350.00	\$3,500.00	\$2,000.00	\$7,991.00	\$5,000.00	\$13,319.00	\$18,173.57	\$4,795.00	\$5,860.00	\$3,456.00
	2	3A	Cast-in-Place Concrete	LS	1	\$133,187.50	\$227,610.13	\$200,000.00	\$210,000.00	\$249,300.00	\$161,800.00	\$157,314.00	\$255,546.30	\$206,840.00	\$237,705.00	\$201,438.00
	3	4A	Masonry	LS	1	\$889,692.50	\$600,300.00	\$690,000.00	\$740,000.00	\$738,359.00	\$740,000.00	\$699,843.00	\$591,939.02	\$744,128.00	\$756,785.00	\$756,785.00
	4	5A	Structural & Miscellaneous Steel	LS	1	\$87,423.00	\$91,768.28	\$120,000.00	\$126,000.00	\$102,886.00	\$131,012.00	\$136,500.00	\$135,003.64	\$104,700.00	\$81,500.00	\$96,798.00
	5	6A	Millwork & Casework	LS	1	\$25,500.00	\$51,244.56	\$44,000.00	\$55,000.00	\$48,761.00	\$48,050.00	\$48,761.00	\$56,078.43	\$26,754.00	\$62,802.00	\$48,760.00
	6	6B	Prefabricated Metal Casework	LS	1	\$21,492.00	\$49,680.00	\$50,000.00	\$40,000.00	\$31,321.00	\$34,681.00	\$31,321.00	\$33,231.66	\$33,821.00	\$56,800.00	\$39,121.00
	7	7A	Waterproofing & Sealants	LS	1	\$54,873.25	\$59,229.95	\$73,000.00	\$74,000.00	\$62,480.00	\$53,259.00	\$73,190.00	\$76,848.22	\$73,191.00	\$73,190.00	\$73,190.00
	8	7B	Metal Roof and Wall Panels	LS	1	\$207,772.50	\$326,026.00	\$130,000.00	\$125,000.00	\$232,712.00	\$140,000.00	\$140,000.00	\$124,618.74	\$172,635.00	\$331,930.00	\$172,635.00
	9	7C	Membrane Roofing	LS	1	\$47,488.50	\$86,654.34	\$85,000.00	\$81,000.00	\$83,724.00	\$85,000.00	\$82,173.00	\$110,079.89	\$83,725.00	\$87,903.00	\$67,355.00
	10	8A	Hollow Metal Doors, Frames, Hardware	LS	1	\$68,000.00	\$158,172.84	\$95,000.00	\$100,000.00	\$114,773.00	\$126,773.00	\$122,906.00	\$127,734.21	\$124,520.00	\$136,160.00	\$141,270.00
	11	8C	Overhead Doors	LS	1	\$114,000.00	\$115,175.84	\$94,000.00	\$95,000.00	\$93,956.00	\$111,281.00	\$111,281.00	\$99,694.99	\$93,956.00	\$93,956.00	\$93,956.00
	12	8D	Glass & Glazing	LS	1	\$45,816.75	\$50,670.50	\$46,000.00	\$50,000.00	\$48,957.00	\$44,114.00	\$45,114.00	\$46,732.03	\$44,114.00	\$48,957.00	\$43,859.00
	13	9A	Metal Studs, Drywall, Ceilings	LS	1	\$210,436.25	\$168,212.34	\$185,000.00	\$210,000.00	\$140,024.00	\$159,000.00	\$229,116.00	\$212,890.35	\$287,153.00	\$166,497.00	\$139,563.00
	14	9B	Rubber Flooring	LS	1	\$6,806.25	\$43,754.63	\$32,000.00	\$45,000.00	\$7,888.00	\$34,679.00	\$51,022.00	\$48,809.01	\$26,672.00	\$43,522.00	\$43,522.00
	15	9C	Fluid-Applied Flooring	LS	1	\$6,027.30	\$44,760.65	\$13,000.00	\$13,000.00	\$31,424.00	\$21,000.00	\$18,402.00	\$40,501.09	\$40,828.00	\$12,980.00	\$21,000.00
	16	9D	Painting	LS	1	\$40,062.80	\$34,941.60	\$40,000.00	\$50,000.00	\$47,324.00	\$68,192.00	\$45,298.00	\$45,693.54	\$29,550.00	\$42,581.00	\$31,277.00
	17	10B	Signage	LS	1	\$25,450.00	\$25,837.74	\$39,000.00	\$30,000.00	\$49,855.00	\$28,350.00	\$23,414.00	\$31,154.69	\$24,964.00	\$25,904.00	\$20,706.00
	18	10D	Toilet Accessories	LS	1	\$10,350.00	\$8,851.32	\$5,000.00	\$7,000.00	\$2,752.00	\$6,302.00	\$6,430.00	\$8,307.92	\$8,282.00	\$10,731.00	\$5,718.00
	19	10E	Fire Protection Specialties	LS	1	\$3,250.00	\$4,554.00	\$2,500.00	\$5,200.00	\$5,746.00	\$1,536.00	\$4,400.00	\$16,204.59	\$4,610.00	\$1,955.00	\$3,310.00
	20	10F	Standard Lockers	LS	1	\$12,000.00	\$20,700.00	\$33,000.00	\$30,000.00	\$38,200.00	\$15,495.00	\$26,329.00	\$33,231.66	\$26,340.00	\$31,726.00	\$34,315.00
	21	10I	Gear Lockers	LS	1	\$13,950.00	\$4,140.00	\$20,000.00	\$20,000.00	\$18,197.00	\$16,647.00	\$16,900.00	\$19,731.30	\$18,822.00	\$18,809.00	\$46,445.00
	22	10J	Flagpoles	LS	1	\$7,960.00	\$6,385.95	\$6,000.00	\$7,500.00	\$10,375.00	\$6,170.00	\$9,700.00	\$10,073.35	\$9,985.00	\$10,309.00	\$9,124.00
	23	11A	Appliances and Decon. Equipment	LS	1	\$75,000.00	\$76,686.26	\$70,000.00	\$80,000.00	\$75,165.00	\$44,327.00	\$46,957.00	\$78,354.03	\$66,830.00	\$74,157.00	\$39,450.00
	24	11B	Laundry Equipment	LS	1	\$7,250.00	\$3,260.25	\$4,000.00	\$3,300.00	\$2,598.00	\$2,630.00	\$31,265.00	\$6,230.94	\$3,500.00	\$3,300.00	\$36,419.00
	25	12A	Window Treatments	LS	1	\$1,267.50	\$3,402.05	\$2,000.00	\$3,500.00	\$2,870.00	\$2,870.00	\$1,960.00	\$3,634.71	\$1,960.00	\$11,481.00	\$2,870.00
	26	13A	Pre-Engineered Metal Building	LS	1	\$211,536.25	\$376,208.01	\$575,000.00	\$550,000.00	\$471,819.00	\$483,602.00	\$558,568.00	\$456,935.38	\$570,130.00	\$615,639.00	\$495,546.00
	27	21A	Fire Suppression	LS	1	\$45,283.75	\$58,412.64	\$51,000.00	\$40,000.00	\$38,350.00	\$61,249.00	\$50,969.00	\$64,386.35	\$59,937.00	\$50,969.00	\$38,300.00
	28	22A	Plumbing	LS	1	\$338,296.25	\$398,226.60	\$385,000.00	\$360,000.00	\$384,760.00	\$418,711.00	\$384,760.00	\$456,935.38	\$395,870.00	\$295,870.00	\$507,150.00
	29	23A	HVAC	LS	1	\$194,986.50	\$393,019.52	\$415,000.00	\$395,000.00	\$421,182.00	\$447,000.00	\$397,000.00	\$465,243.30	\$397,000.00	\$421,182.00	\$456,018.00
	30	23B	Plymovent System	LS	1	\$75,132.50	\$61,996.50	\$60,000.00	\$60,000.00	\$59,900.00	\$59,900.00	\$59,900.00	\$15,577.34	\$59,900.00	\$59,000.00	\$59,000.00
	31	26A	Electrical	LS	1	\$527,422.50	\$673,211.61	\$690,000.00	\$670,000.00	\$650,446.00	\$668,796.00	\$718,504.00	\$684,364.58	\$697,396.00	\$788,380.00	\$666,696.00
	32	27	General Conditions/Project Overhead	LS	1	\$414,778.40	\$186,990.64	\$415,000.00	\$155,000.00	\$348,971.00	\$352,603.76	\$402,297.47	\$347,634.36	\$562,070.00	\$315,849.00	\$720,000.00
	33	28	Contractors Fee	LS	1	\$563,476.46	\$215,280.00	\$204,000.00	\$450,000.00	\$220,960.00	\$259,862.00	\$167,311.54	\$207,697.90	\$289,861.00	\$299,843.00	\$227,610.00
	42	42	Testing Allowance of \$10,000	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	43	43	Unit Price for Removal and Disposal of Unsuitable Soil Material Offsite	Cu Yd	1	\$10.00	\$40.00	\$35.00	\$35.00	\$40.00	\$19.44	\$35.00	\$34.27	\$33.00	\$34.50	\$30.00
	44	44	Unit Price for Import Structural Fill, complete in Place	Cu Yd	1	\$15.00	\$50.00	\$50.00	\$75.00	\$50.00	\$37.80	\$45.00	\$44.66	\$43.00	\$46.00	\$40.00
Base Bid: Site Work																
	34	31A	Site Demo, Erosion Control & Earthwork	LS	1	\$199,539.90	\$242,474.63	\$215,000.00	\$225,000.00	\$224,253.00	\$241,055.00	\$200,000.00	\$245,083.52	\$238,076.00	\$236,156.00	\$352,446.00
	35	32A	Site Paving	LS	1	\$173,020.00	\$257,119.88	\$210,000.00	\$246,000.00	\$249,300.00	\$256,560.00	\$249,300.00	\$257,026.15	\$253,950.00	\$204,200.00	\$255,142.00
	36	32B	Fences & Gates	LS	1	\$27,894.00	\$46,575.00	\$20,000.00	\$13,000.00	\$18,650.00	\$16,798.00	\$29,912.00	\$13,500.36	\$23,975.00	\$36,417.00	\$32,714.00
	37	32C	Landscape & Irrigation	LS	1	\$77,205.78	\$105,334.38	\$56,000.00	\$65,000.00	\$59,075.00	\$61,806.00	\$59,435.00	\$87,233.12	\$59,436.00	\$59,435.00	\$62,803.00
	38	33A	Site Utilities	LS	1	\$158,681.25	\$232,362.68	\$211,000.00	\$190,000.00	\$235,226.00	\$218,684.00	\$283,491.00	\$235,737.12	\$206,805.00	\$323,560.00	\$173,100.00
Alternate 1: Add 1 Apparatus Bay																
	39	A1	Add 1 Apparatus Bay	LS	1	\$505,875.00	\$257,274.19	\$220,000.00	\$250,000.00	\$242,348.00	\$232,037.00	\$281,000.00	\$272,822.88	\$291,583.00	\$276,000.00	\$254,000.00
Alternate 2: Replace Ex																
	40	A2	Replace Existing Asphalt Drive	LS	1	\$82,500.00	\$38,631.38	\$60,000.00	\$67,000.00	\$47,662.00	\$59,221.00	\$44,000.00	\$87,035.52	\$72,957.00	\$59,000.00	\$62,300.00
Alternate 3: Contingenr																
	41	01	Contingency allowance of \$150,000	LS	1	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
Base Bid Fire Station						\$4,499,722.96	\$4,645,804.75	\$4,887,085.00	\$4,892,610.00	\$4,854,116.00	\$4,849,949.00	\$4,922,305.01	\$4,939,351.40	\$5,304,915.00	\$5,284,312.50	\$5,352,732.00
Base Bid Site Work						\$636,340.93	\$883,866.57	\$712,000.00	\$739,000.00	\$786,504.00	\$794,903.00	\$822,138.00	\$838,580.27	\$782,242.00	\$859,768.00	\$876,205.00
Total Base Bid						\$5,136,063.89	\$5,529,671.32	\$5,599,085.00	\$5,631,610.00	\$5,640,620.00	\$5,644,852.00	\$5,744,443.01	\$5,777,931.67	\$6,087,157.00	\$6,144,080.50	\$6,228,937.00
Base + Alt 1						\$5,641,938.89	\$5,786,945.51	\$5,819,085.00	\$5,881,610.00	\$5,882,968.00	\$5,876,889.00	\$6,025,443.01	\$6,050,754.55	\$6,378,740.00	\$6,420,080.50	\$6,482,937.00
Base + Alt 1 + Alt 2						\$5,724,438.89	\$5,825,576.89	\$5,879,085.00	\$5,948,610.00	\$5,930,630.00	\$5,936,110.00	\$6,069,443.01	\$6,137,790.07	\$6,451,697.00	\$6,479,080.50	\$6,545,237.00
Base + Alt 1 + Alt 2 + Alt 3						\$5,874,438.89	\$5,975,576.89	\$6,029,085.00	\$6,098,610.00	\$6,080,630.00	\$6,086,110.00	\$6,219,443.01	\$6,287,790.07	\$6,601,697.00	\$6,629,080.50	\$6,695,237.00

Shannon Marshall

1/30/2026

Shannon Marshall, Special Projects Division Manager

Date