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, August 19, 2025 **6:30 PM** **Council Chambers**
220 South 1st Street
Broken Arrow, OK

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

A.	25-1119	Acknowledgement of out-of-state travel by City Council members
B.	25-21	Approval of the City Council Meeting Minutes of August 04, 2025
C.	25-1202	Approval of the City Council Work Session Minutes of August 12, 2025
D.	25-1161	Acceptance of Planning Commission meeting minutes of July 10, 2025
E.	25-1184	Approval of Drainage Advisory Committee meeting minutes of April 28, 2025
F.	25-1208	Approval of and authorization to execute Budget Amendment Number 1 for Fiscal Year 2026
G.	25-1206	Approval of and authorization to execute a 5-year contract with Brinc, a sole source provider, for the Lemur Safeguard Program for the Police Department
H.	25-1149	Approval of and authorization to execute Change Order No. 2 with Gober Construction LLC for the Concrete Panel Replacement Turtle Creek Phase 2 (ST23030)
I.	25-1141	Approval of and authorization to execute a Professional Services Agreement between the City of Broken Arrow and Hall Estill, Attorneys at Law for providing counsel and legal advice regarding Environmental law

J.	25-961	Approval of and authorization to execute Change Order No. 2 with Scissor Tail Construction LLC for the Broken Arrow Public Safety Complex Fire Department Annex Building Project (191711)
K.	25-1109	Approval of and authorization to execute a First Amendment for a 5 year extension on a Lease Agreement at Central Park with T-Mobile USA Tower LLC
L.	25-1127	Approval of and authorization to execute an Addendum to the Zero Card Service Fee in with the Zero Card, effective October 1, 2025
M.	25-1129	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
N.	25-1142	Approval of and authorization to pay the Brite quote of $66,695.40 for the annual Getac body worn camera cloud storage and maintenance fees per our multi-year body worn camera project
O.	25-1204	Approval of and authorization to execute the purchase of mobile communication radios for the police department from L3 Harris Technologies Inc
P.	25-1145	Approval of and authorization to fund the fourth year of CentralSquare's Public Safety Pro Suite renewal order
Q.	25-1181	Approval of and authorization to purchase grapplers from Stock Enterprises for the new Police Department Chevy Tahoes and Ford F150 Responders
R.	25-1160	Approval of and authorization to purchase one (1) Ford F-350 Extended Cab with 7 Yard Curbtender Body from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035 for Parks Department
S.	25-1163	Approval of and authorization to purchase one (1) Ford F-250 Crew Cab 4x4 with Short Bed from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035 for Parks Department
T.	25-1162	Approval of and authorization to purchase one (1) Ford F-350 Regular Cab with Knapheide 9ft Drop Side Dump Body from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035 for Parks Department
U.	25-1203	Approval of and authorization to purchase one (1) Ford T350 Transit Passenger Van from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035 for Parks Department

V. 25-1165 Approval of and authorization to purchase one (1) 2025 F-550 Regular Cab 4x4 with Versalift VST47MHI insulated articulating telescopic aerial device from Versalift, a Time Manufacturing Company pursuant to Sourcewell Contract 110421-TIM

W. 25-1185 Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for construction to mitigate erosion and re-establish the ditch along West Freeport Street

X. 25-1187 Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds to mitigate erosion and protect utilities in the Waterford Park Subdivision

Y. 25-1188 Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds to design drainage improvements in the Silvertree subdivision

Z. 25-1189 Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for drainage improvements adjacent to the Millicent Pond II Subdivision

AA. 25-1190 Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for survey and construction funds for drainage improvements along the Indian Springs Golf Course and in the Indian Springs 2nd Addition subdivision

AB. 25-1197 Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) bond funds for low water crossing improvements along Broken Arrow Creek with construction contingent upon obtaining the City obtaining ownership of the private road

AC. 25-1146 Approval of and authorization to execute Resolution No. 1688, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 33.0, consisting of 3,387 square feet of permanent Right-of-Way and acceptance of a Temporary Construction Easement for Parcel 33.A consisting of 1,446 square feet of temporary construction easement, generally located east of 9th Street and south of East Del Mar Place in the Northwest Quarter of Section 24, Township 18 North, Range 14 East in Broken Arrow, Oklahoma, Tulsa County, Oklahoma, from Armory, LLC, an Oklahoma Limited Liability Company, and authorization of payment in the amount of $9,190.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcel 33.0 (Project No. ST23280)

AD. 25-1205 Approval of and authorization to execute Resolution No. 1689, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 4.0, consisting of 17,861 square feet of Fee Simple permanent Right-of-Way located at Southeast corner of 9th and New Orleans in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 25, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Gerald and Julia Bowman, the owners, and authorization of payment in the amount of $80,720.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcel 4.0 (Project No. ST23280)

AE. 25-1199 Approval of and authorization to execute Resolution No. 1690, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 3.0, consisting of 1,200 square feet of permanent Right-of-Way located at 10203 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 25, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Mary McCurley, formerly known as Mary Lee Plunk, and authorization of payment in the amount of $41,000.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcel 3.0 (Project No. ST23280)

AF. 25-1200 Approval of and authorization to execute Resolution No. 1691, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 1.0, consisting of 25,207.38 square feet of permanent Right-of-Way, generally located on the southeast corner of the intersection of South 23rd Street and East Houston Street in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 18, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from Mary H. Couch, Sole Trustee of the Don C. and Mary H. Couch Revocable Trust, dated the 28th day of January, 2019, and authorization of payment in the amount of $80,000.00 for the Houston Street Improvements from 9th Street to Old Hwy 51, Parcel 1.0 (Project No. ST1926)

AG. 25-1211 Approval of and authorization to execute Resolution No. 1692 a Resolution authorizing acceptance of a Deeds of Distribution for Parcel 4.0, which consists of 25,529 square feet of permanent Right-of-Way, generally located at the northwest corner of the intersection of 9th Street and Washington Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 14, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Vicki Rae Fulps Barnett a/k/a Vicki Rae Barnett, Personal Representative of the estate of Paul F. Fulps a.k.a. Paul Fleetwood Fulps, deceased, and from James Steven Fulps, Personal Representative of the Estates of J. W. Fulps and L.A. Fulps a.k.a. Wanda Lea Fulps, both deceased, and authorization of payment in the amount of $153,180.00 for the 9th Street widening from Houston Street to Washington Street, Parcel 4.0 (Project No. ST2027)

AH. 25-1198 Acceptance of a Drainage Easement for Parcel 23.B, consisting of 1,325 square feet of permanent Drainage Easement and acceptance of Temporary Construction Easements for Parcels 23.A and 24.A, consisting of 178 square feet and 851 square feet, respectively, on property generally located west of South Lynn Lane Road and north of East Fulton Street in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Armory, LLC, an Oklahoma limited liability company, and authorization of payment in the amount of $1,850.00 for the 9th Street Roadway Improvements-New Orleans Street to Washington Street, Parcels 23 and 24. (Project No. ST23280)

AI. 25-1147 Acceptance of a Utility Easement from Eagle I Investments, LLC, a Colorado limited liability company, as nominee for LRL Christian Charitable Trust No. 1, a Colorado trust, the owner, on property generally located at the northwest corner of the intersection of East Washington Street and North 23rd Street in Broken Arrow, Oklahoma, located in the Southeast Quarter of Section 13, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Parcel 40.0 is for the County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements (Project No. 2154250)

AJ. 25-1174 Acceptance of a Utility Easement from Christopher R Byrne, on property located one-quarter mile north of Kenosha Street (71st Street), one-quarter mile west of 9th Street (Lynn Lane Road), Tulsa County, State of Oklahoma, (Section 02, T18N, R14E), (EASE-002324-2025)

AK. 25-1175 Acceptance of a Utility Easement from Evergreen Baptist Church by Jerry Voris, on property located on Florence Street (111st Street), three-quarter miles west of 113th East Avenue (Garnett Road), Tulsa County, State of Oklahoma, (Section 30, T18N, R14E), (EASE-002121-2025)

AL. 25-1176 Acceptance of a Waterline Easement from Evergreen Baptist Church by Jerry Voris on property located on Florence Street (111th Street) and three-quarter miles west of 113th East Avenue (Garnett Road) (Section 30, T18N, R14E) (EASE-002127-2025)

AM. 25-1177 Ratification of the Claims List Check Register Dated August 12, 2025

6. Consideration of Items Removed from Consent Agenda

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

A. 25-1154 Presentation of the results of the South Broken Arrow Library Micro-Survey

B. 25-274 Update on the 2026 General Obligation Bond Package

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

9. General Council Business

A. 25-1186 Consideration, discussion, and possible acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds to replace a retaining wall along Liberty Trail

10. Preview Ordinances - NONE

11. Ordinances

A. 25-1081 Consideration, discussion and possible adoption of Ordinance No. 3885, amending Chapter 2, Administration, Article IX, Employee Rules and Regulations, Sec. 2-146(3), Employment Requirements, of the Broken Arrow Code of Ordinances; providing for severability; repealing conflicting ordinances; and establishing an effective date; and declaring an emergency

B. 25-1082 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3885; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

C. 25-1167 Consideration, discussion and possible adoption of Ordinance No. 3891, an ordinance amending Chapter 16, Offenses - Miscellaneous, Article I, In General, amending Section 16-33, Failure to pay cite and release, of the Broken Arrow Code; repealing all ordinances to the contrary and declaring an emergency

D. 25-1168 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3891; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

E. 25-1169 Consideration, discussion and possible adoption of Ordinance No. 3892, an ordinance amending Chapter 16 Offenses - Miscellaneous, Article I In General, by adding Section 16-34, Cost arrest warrant, to the Broken Arrow Code; repealing all ordinances to the contrary; and declaring an emergency

F. 25-1170 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3892; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

G. 25-1182 Consideration, discussion and possible adoption of Ordinance No. 3893, an ordinance amending Chapter 16, Offenses - Miscellaneous, Article III, Offenses Against Property, of the Broken Arrow Municipal Code, to include the following sections: Section 16-69, Definitions; Section 16-70, Encampment in a public place or on private property prohibited; Section 16-71, Defenses to unlawful encampment in a public place or on private property; Section 16-72, Penalty; Section 16-73, Procedure for enforcement of this article; and Section 16-74, Protection of constitutional rights; and Sections 16-75 - 16-80; Reserved; and declaring an emergency

H. 25-1183 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3893; 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:

1. A pending litigation known as Ryan Merrill v. City of Broken Arrow, et al., Eastern District of Oklahoma, Case No. 22-cv-,0007-RAW-GJL, under 25 O.S. §307(B)(4);

2. A pending eminent domain litigation proceeding, asserted by the City of Broken Arrow against J. Michael Ritze et al.; Tulsa County District Court Case No. CJ-2024-2454, and taking appropriate action in open session, including possible authorization to settle the proceeding, under 25 O.S. §307(B)(4);

3. A pending investigation and claim, including potential resolution, of a matter involving the tort claim of the Sellers Family, Tort Claim No. TRT 1705.2025, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);

4.Discussing the employment of the City Manager, Michael L. Spurgeon, and specifically to permit the City Council to conduct the annual evaluation as provided for in the City Manager's Employment Agreement as amended and taking appropriate action in open session regarding his employment and contract as allowed under 25 O.S. § 307(B)(1).

In the opinion of the City Attorney, the Council is advised that the Executive Session is necessary to protect the confidentiality of the employee evaluation as allowed by the Open Meeting Act, and to process the litigation in a manner that prevents disclosure which would seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest. After the conclusion of the confidential portion of executive session, the Council will reconvene in open meeting, and the final decisions, 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 #: 25-1119, **Version:** 1

Broken Arrow City Council
Meeting of: 08/19/2025

Title:

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

Background:
The Broken Arrow Chamber of Commerce is organizing its next Best Practices Trip to Franklin and Murfreesboro, Tennessee, scheduled for October 27-30, 2025. These trips are designed to give city leaders, business stakeholders, and community partners and City Council members an opportunity to learn firsthand how other communities have approached economic development, downtown revitalization, infrastructure planning, workforce development, and quality-of-life improvements. There will be open discussions to gather input on specific focus areas, topics, or projects they would like to see highlighted during the trip. The goal is to ensure the itinerary and discussions align with our community's priorities and provide the most valuable takeaways for Broken Arrow.

On October 27th - October 30th, Councilors will travel the Franklin and Murfreeboro, TN, for this best practices trip

Cost: TBD

Funding Source: General Government

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: None

Recommendation:
Approval of October Best Practices Trip

City of Broken Arrow

Request for Action

File #: 25-21, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Approval of the City Council Meeting Minutes of August 04, 2025

Background:
Minutes recorded for the City Council Meeting.

Cost: Approximately $109

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: August 04, 2025 City Council Minutes

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

City of Broken Arrow

Minutes

City Council Meeting

City Hall
220 S 1st Street
Broken Arrow OK
74012

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

Monday, August 4, 2025 **Time 6:30 p.m.** **Council Chambers**

1. Call to Order

Vice Mayor Johnnie Parks called the meeting to order at 6:30 p.m.

2. Invocation

Pastor Scott Moore led the Invocation.

3. Roll Call

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

4. Pledge of Allegiance to the Flag

The Pledge was led by Council Member Justin Green.

5. Consideration of Consent Agenda

A.	**25-1118**	**Acknowledgement of upcoming out-of-state travel by City Council members**
B.	**25-20**	**Approval of the City Council Special Meeting Minutes of July 14, 2025**
C.	**25-1084**	**Approval of the Special Joint Meeting Minutes of the Broken Arrow City Council and Broken Arrow Municipal Authority of July 14, 2025**
D.	**25-990**	**Acceptance of Planning Commission meeting minutes of June 26, 2025**
E.	**25-1102**	**Acceptance of Planning Commission meeting minutes of July 10, 2025**
F.	**25-1124**	**Approval of and authorization to execute Budget Amendment Number 30 for Fiscal Year 2025**
G.	**25-1117**	**Approval of and authorization to execute Resolution No. 1673, a Resolution confirming the supplementation and publication of the City of Broken Arrow's Code of Ordinances**
H.	**25-1122**	**Approval of and authorization to execute Resolution No. 1684, a Resolution authorizing the City Attorney to defend Jefferson Reynolds in the matter of Jonathan Warner v. City of Broken Arrow, et al. Case No. 25 cv 0019 GKF JFJ, in the U.S. District Court for the Northern District of Oklahoma**
I.	**25-1123**	**Approval of and authorization to execute Resolution No. 1685, a Resolution authorizing the City Attorney to defend Jacob Drain in the matter of Jonathan Warner v. City of Broken Arrow, et al. Case No. 25 cv 0019 GKF JFJ, in the U.S. District Court for the Northern District of Oklahoma**
J.	**25-217**	**Approval of and authorization to execute a lease agreement with Gordon Outdoor Advertising, LLC., to construct, maintain, and manage a billboard on City of Broken Arrow property (Project Number 2160220)**
K.	**25-1036**	**Approval of and authorization to execute Agreement for Professional Consultant Services with Geodeca, LLC for Professional Surveying and Related Support Services associated with public works projects for the City of Broken Arrow (Project Number 2652040)**
L.	**25-1003**	**Approval of and authorization to execute Amendment 1 to professional Consultant Agreement with Jacobs Engineering Group Inc. for the design and planning of the 2026 General Obligation Bond**
M.	**25-1031**	**Approval of and authorization to execute Amendment 1 to Agreement for Professional Consultant Services with Kimley Horn and Associates, Inc. for the Dallas Street Improvements from Main Street to 9th Street (Project Number ST25320)**
N.	**25-1046**	**Approval of and authorization to execute an Order Form, and other necessary documents with NeoGov for a co-subscription for software and subscriptions through June 30, 2026**
O.	**25-1096**	**Approval of and authorization to execute an agreement for automatic aid in fire protection, first response, dispatch, and mutual aid in fire protection and first response between the Oak Grove Fire Protection District and the City of Broken Arrow**

P. **25-1059** **Approval of and authorization to execute a project agreement between the Oklahoma Department of Transportation and the City of Broken Arrow for the design and construction of the Broken Arrow: Shared Use Path along New Orleans Street from 1st Place South to the 9th Street intersection, Project No. ST26200; ODOT, Project No. J3 8767(004)IG, J/P No. 38767(04)(05)(06)(07)**

Q. **25-1060** **Approval of and authorization to execute a project agreement between the Oklahoma Department of Transportation and the City of Broken Arrow for the design and construction of the Broken Arrow: Shared Use Path along 9th Street from Omaha Street to Albany Street, Project No. ST26190; ODOT, Project No. J3 8762(004)IG, J/P No. 38762(04)(05)(06)(07)**

R. **25-1057** **Approval of and authorization to execute Agreement, Gas Facilities Relocation, between Oklahoma Natural Gas and the City of Broken Arrow, along South Aspen Ave between West Tucson Street and West Jasper Street (Project Number ST2031)(ONG Phase 3 Relocations)**

S. **25-1055** **Approval of and authorization to execute Agreement, Gas Facilities Relocation, between Oklahoma Natural Gas and the City of Broken Arrow, for Project 2553230 Salt Dome**

T. **25-1061** **Approval of and authorization to execute a temporary spillway improvement agreement between the Shenandoah Valley Property Owners' Association and the City of Broken Arrow**

U. **25-1032** **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**

V. **25-1064** **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**

W. **25-1054** **Approval of and authorization to amend agenda item 25 828 for Bid No. 25.156 Asphalt Materials to correct a scrivener's error in the vendor information for the designated backup bidder, correcting Greenhill Concrete to Millennial Asphalt**

X. **25-1073** **Approval of and authorization to execute the Tyler Technologies quote for ExecuTime Advanced Scheduling**

Y. **25-1108** **Approval of and authorization to purchase three (3) Stryker Lucas 3 Mechanical CPR devices from Stryker pursuant to the Oklahoma Statewide Contract**

Z. **25-1089** **Approval of and authorization to purchase of twelve (12) LifePak 35 Cardiac monitors, pursuant to Oklahoma Statewide Contract, and authorization to surplus and trade in for a credit twelve (12) Lifepak 15 monitors for the Fire Department**

AA. **25-1058** **Approval of and authorization to purchase the Commvault Enterprise Solution through SHI, pursuant to the Oklahoma State Master Agreement**

AB. **25-1075** **Approval of and authorization to purchase one (1) Ford F-150 Extended Cab 4x4 from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035**

AC. **25-1042** **Ratification of Change Order No. 1 with Scissor Tail Construction LLC for the Broken Arrow Public Safety Complex (BAPSC) Fire Department Annex Building project (191711)**

AD. **25-1097** **Approval of PUD 002281 2025 (Planned Unit Development) and BAZ 002280 2025 (Rezoning), Aequitas, 11.72 acres, A 1 (Agricultural) to CH (Commercial Heavy), IL (Industrial Light), and RM (Residential Multifamily), located south of Tucson Street (121st Street), one third mile west of Elm Place (161st E. Avenue)**

AE. **25-1035** **Approval of and authorization to execute Resolution No. 1678, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 2.0, consisting of 1,083.35 square feet of permanent Right of Way for Parcel 2.0, generally located west of Old Highway 51 and north of East Houston Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 7, Township 18 North, Range 15 East, Tulsa County, Oklahoma, from Garden Farms, LLC, an Oklahoma limited liability company, for the Houston Street Improvements from 9th Street to Old Hwy 51, Parcel 2.0 (Project No. ST1926)**

AF. **25-1083** **Approval of and authorization to execute Resolution No. 1679, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 14.0, consisting of 7,651 square feet of permanent Right of Way located at 20940 East 45th Street South in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 29, Township 19 North, Range 15 East, Tulsa County, Oklahoma, from Mary Elaine Akins for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 14.0 (Project No. ST21390)**

AG. **25-1115** **Approval of and authorization to execute Resolution No. 1681, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 2.0, consisting of 4,303 square feet of permanent Right of Way located at 4951 South 209th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from WH Investments II, LLC, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street (Project No. ST21390)**

AH. **25-1112** **Approval of and authorization to execute Resolution No. 1682, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 29.0, consisting of 4,164 square feet of permanent Right of Way located at 9103 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Machmueller Family Trust, the owners, and authorization of payment in the amount of $136,060.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcel 29.0 (Project No. ST23280)**

AI. 25-1111 **Approval of and authorization to execute Resolution No. 1683, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 27.0, consisting of 4,164 square feet of permanent Right of Way located at 9227 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Machmueller Family Trust, the owners, and authorization of payment in the amount of $25,530.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcel 27.0 (Project No. ST23280)**

AJ. 25-1033 **Acceptance of a Drainage Easement from McDonald's Real Estate Company, on property located at the southwest corner of Dearborn Street (41st Street) and 37th Street (209th East Avenue), Wagoner County, State of Oklahoma (Section 30, T19N, R15E) (EASE 002318 2025)**

AK. 25-1079 **Acceptance of a Sidewalk Easement from The Pines at the Preserve, LLC. on property located one eighth mile south of Omaha Street (51st Street) and one eighth mile west 37th Street (209th East Avenue), Wagoner County, State of Oklahoma (Section 31, T19N, R15E) (Reserve at Pines III)**

AL. 25-1048 **Acceptance of a Temporary Construction Easement consisting of 0.1075 acres from Aaron D. Meek, the owner, on property generally located south of East 91st Street near the intersection with South Willow Avenue in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the Diocese Channel Stabilization, Parcel 3.A (Project No. SW24080)**

AM. 25-1092 **Acceptance of a Temporary Construction Easement consisting of 0.1862 acres from Tulsa County Conservation District, the owner, on property generally located north of the 4000 block of West Washington Street in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 17, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the Diocese Channel Stabilization, Parcel 1.A (Project No. SW24080)**

AN. 25-1093 **Acceptance of a Temporary Construction Easement consisting of 0.3325 acres from Tulsa County Conservation District, the owner, on property generally located at 4051West Washington Street in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 20, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the Diocese Channel Stabilization, Parcel 2.A (Project No. SW24080)**

AO. 25-1074 **Acceptance of Utility Easements for Parcels 1.1 and 2.1, consisting of 0.08 Acres and 0.11 Acres, respectively, and Temporary Construction Easements, for Parcels 1.A and 2.A, consisting of 0.06 Acres and 0.07 Acres, respectively, from Rodney A. Copelin and Lisa D. Copelin, on property located at 13461 East 131st Street South and at 13427 East 131st Street South in Broken Arrow, Oklahoma, on tracts of land that are located in the Southwest Quarter of Section 4, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma for the Willow Springs Lift Station Replacement Parcels 1.1, 2.1, 1.A, and 2.A (Project No. 2154300)**

AP. 25-1056 **Acceptance of Utility Easements for Parcels 22.0 and 34.0, consisting of 0.10 Acres and 0.0004 Acres, respectively, of permanent Utility Easements and acceptance of Temporary Construction Easements for Parcels 22.1 and 34.1 consisting of 0.13 Acres and 0.03 acres, respectively, of Temporary Construction Easements on property generally located northeast of the intersection of East New Orleans Street and North 23rd Street in Broken Arrow, Oklahoma, from Indian Nations Council, Inc., Boy Scouts of America Trust, an Oklahoma nonprofit corporation, the owner, located in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Tulsa County, State of Oklahoma. Parcels 22.0, 22.1, 34.0, and 34.1 for the County Line Trunk Sewer Phase IIB Sanitary Sewer Improvements (Project No. 2154250)**

AQ. 25-1045 **Acceptance of a Utility Easement from Jack H. Wills III and Kristin L. Wills, Trustees of the Wills Living Trust, dated October 10, 2006, the owner, on property generally located at the southeast corner of West Miami Street and South Elm Place in Broken Arrow, Oklahoma, located in the Northwest Quarter of Section 35, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, Parcel 1.0 for the 16 inch Waterline Loop Elm and Florence (Project No. WL23090)**

AR. 25-1086 **Ratification of the Claims List Check Register Dated July 25, 2025**

MOTION: A motion was made by Lisa Ford, seconded by Justin Green.
Move to Approve Consent Agenda
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

6. Consideration of Items Removed from Consent Agenda - NONE

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

A. 25-1131 **Recognition of Visit Broken Arrow for winning two Oklahoma Tourism Redbud Awards**

Makala Barton, Tourism Manager, presented Item 25-1131 and expressed appreciation to the council for its continued support and shared news of recent achievements at the Annual Oklahoma Tourism Conference in June. The department won two marketing-related Merit Awards: one for Outstanding Media Coverage for the "Christmas in Broken Arrow" event and another for Best Marketing Campaign – Small Budget for the "Bullseye Campaign." Erin

Hofener, Marketing and Communications Coordinator, brought the awards to display as they thanked the council and celebrated the recognition of their work.

B. 25-928 Presentation of post-event update for the 2025 Rooster Days Festival

Makala Barton, Tourism Manager, presented Item 25-928 and introduced Tiffany Shepherd from the Broken Arrow Chamber, who attended the meeting to provide a recap of the 2025 Rooster Days Festival. It was noted that the city has long supported the event, contributing $20,000 annually from Visit Broken Arrow funds, and part of that support includes receiving an annual report on the festival's outcomes. Shepherd's presentation was given in fulfillment of that requirement.

Tiffany Shepard, representing the Broken Arrow Chamber, presented a recap of the 2025 Rooster Days Festival to the council. She reported that the event surpassed its internal attendance goal, drawing more than 41,000 visitors. The festival featured a strong entertainment lineup, popular vendors, a successful parade, and high participation in the run event. Shepherd highlighted new marketing strategies, including partnerships with three social media influencers targeting different audiences, alongside traditional advertising with Griffin Communications through radio, commercials, and online promotion. Posters were distributed across local businesses, and an educational outreach initiative introduced a children's book about Rooster Days, shared at local elementary schools with guest readers and promotional stickers. She confirmed that the next Rooster Days Festival will be held May 14–17, 2026, and expressed gratitude for the city's continued support and funding through Visit Broken Arrow, which she said is vital to the festival's success.

C. 25-1066 Presentation of the results of the Public Safety Micro Survey

Aaron McColloch, Director of Communications, presented Item 25-1066, which highlighted community feedback regarding police, fire, ambulance, 911 dispatch, and emergency preparedness services in the June Public Safety Survey. The survey ran for three weeks, featured five questions, and gathered 2,210 responses. Respondents rated each service on a five-point scale: excellent, good, fair, poor, or don't know. For clarity, results for "excellent" and "good" were combined into a single positive category. These combined positive ratings closely matched the results from the 2024 comprehensive survey, indicating consistent public satisfaction with the quality of public safety services.

The presentation summarized results from the June Public Safety Survey, which gathered 2,210 responses over three weeks. Participants rated services like police, fire, ambulance, 911 dispatch, and emergency preparedness on a five-point scale. Results combined "excellent" and "good" responses, showing public sentiment remained consistent with the 2024 comprehensive survey, indicating intense satisfaction with public safety services.

When asked about priorities for future bond funding, 81% rated acquiring fire trucks and ambulances as essential, and 83% said the same about adding outdoor warning sirens. Expanding the animal shelter, initially built in 2011, received about 70% support in the top categories. The planned public safety training campus also polled favorably, with new burn buildings rated highest at 72% and most features exceeding 60% support.

Council members observed that fewer people participated in the public safety survey than in the ongoing library survey, interpreting this as a sign of public confidence in existing safety services. They emphasized the value of visual materials and public education to help residents understand proposed improvements, especially for the training campus. The discussion also highlighted Broken Arrow's high citizen engagement, with survey participation recognized as a model by the city's survey partner, Polco.

D. 25-1132 Presentation regarding update on the Broken Arrow Micro Transit Program

Rocky Henkel, Director of Community Development, presented Item 25-1132, which detailed the update on the Broken Arrow Microtransit program's progression since its launch in March 2024 as an on-demand, curb-to-curb transportation service in partnership with Metrolink. Phase 1 established initial service, followed by Phase 2 expansions in October (service area) and December (weekday hours extended to 7 a.m.–6 p.m.). Usage has grown significantly, with 4,575 riders between February and July 2025, averaging 183 passengers weekly—a 449% increase compared to the discontinued 508 Tulsa bus route, which averaged 170 passengers per month.

A public survey with 1,178 responses guided potential Phase 3 changes. Nearly half of respondents supported weekend service from 10 a.m. to 2 p.m., and 53% favored expanding into the largest proposed service area. However, implementation is delayed due to a driver shortage at Metrolink. City staff are exploring solutions, including internal staffing or temporary hires, to maintain data collection and evaluate the program before making permanent commitments. The council expressed support for cautious expansion aligned with sustainable

funding and operational capacity.

Further discussion clarified how the microtransit service functions and the steps for residents to use it. Riders must begin and end trips within the designated service area. For instance, a resident might use the program to commute to and from a doctor's appointment when their vehicle is unavailable. To ride, individuals must first obtain a transit card; minors, seniors over 70, and veterans qualify for free rides. Cards are issued through City Hall, where staff help applicants complete the registration process.

Ridership data from February to July showed 4,575 trips, with one week of service canceled due to weather. Council members expressed satisfaction with the program's 400% increase over the former bus route and supported expanding weekend service from 10 a.m. to 2 p.m. They also favored using city employees as drivers to maintain quality service and ensure familiarity with local routes, acknowledging that this approach provides better customer experience and operational oversight.

E. 25-273 Update on the 2026 General Obligation Bond Package

City Manager Michael Spurgeon presented Item 25-273, an update on the bond package, highlighting three main points. First, city staff are continuing to refine project estimates to ensure the council has accurate cost information, accounting for limited funding and the timing of when projects can realistically be completed. Second, the steering committee is finalizing its review and recommendations, with members expected to participate in upcoming public forums. Third, the city will hold three public forums for community feedback: one on August 28 and two more on September 3 and September 25. These meetings are open to everyone, and details will be included in utility bill mailings. The forums are intended to gather input on project priorities as the bond planning process advances into its next phase.

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

9. General Council Business

A. 25-1090 Consideration, discussion, and possible direction to the Administration relative to nominating a City Councilor, or an appointed designee, to the Broken Arrow Community Playhouse Board

Matt Hendren, Director of Parks & Recreation, presented Item 25-1090, requesting that the council consider appointing a council member to the board of the Broken Arrow Community Playhouse. The discussion was framed as an opportunity for council input and decision-making on representation for this local arts organization. Council Member David Pickel was nominated.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green.
Move to Approve City Councilor, or an appointed designee, to the Broken Arrow Community Playhouse Board.
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

B. 25-1085 Consideration and discussion and possible approval of and authorization to execute Resolution No 1680, a Resolution of the Broken Arrow City Council approving the Fiscal Year 2026 Manual of Fees, establishing fees costs charged by the City of Broken Arrow: authorizing the periodic adjustment and waiver of fees by the City Manager; providing an effective date of October 1, 2025

Cindy Arnold, Director of Finance, presented Item 25-1085, reviewed the annual update to the manual of fees, which are adjusted each October but evaluated early to incorporate into the budget. Staff explained that most fees are increasing by 3%, with cemetery fees adjusted by 2.5% rather than the complete 5% Consumer Price Index increase. Utility rates were evaluated through a Black & Veatch study, and water, sewer, stormwater, and solid waste/recycling will rise by an average of 9.7%, or about $12.69 per month for a 7,000-gallon user. This increase reflects rising costs for tipping fees, recycling, lab services, and electricity. Fees regulated by the ABLE Commission remain unchanged. Battle Creek Golf Course rates saw minor increases, and overall utility bills continue to include water, wastewater, stormwater, solid waste, recycling, Life Ride, and streetlights. Staff recommended adopting Resolution 1680 to approve the fiscal year 2026 manual of fees.

Council members discussed the proposed fee increases, emphasizing the balance between rising operational costs and maintaining high-quality services for residents. They noted an extensive review of the manual of fees, special meetings, and comparisons with other cities to ensure fairness. Several members highlighted that increases in tipping and recycling fees, as well as inflation in utilities and testing, left few alternatives but to raise rates. They stressed

that Broken Arrow's water and sewer systems are among the best in the state, and maintaining this quality is essential for safety and quality of life. The average increase, about $12.69 per month for a typical household using 7,000 gallons, was presented as necessary but reasonable in comparison to peer cities. Staff confirmed this aligns with the Black & Veatch rate study and recommended adoption of the resolution to approve the updated fees.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel.
Move to Approve Item 25-1085, authorization to execute Resolution No 1680, a Resolution of the Broken Arrow City Council approving the Fiscal Year 2026 Manual of Fees, establishing fees costs charged by the City of Broken Arrow: authorizing the periodic adjustment and waiver of fees by the City Manager; providing an effective date of October 1, 2025
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

C. 25-1037 Consideration, discussion, and possible approval of and authorization to execute Amendment 2 to professional Consultant Agreement with Jacobs Engineering Group Inc. for the design and planning of the 2026 General Obligation Bond

Charlie Bright, Director of Engineering and Construction, presented Item 25-1037, the second amendment to the contract with Jacobs, the consultant assisting with the city's bond planning process. Jacobs' original contract, approved in the prior fiscal year, covered high-level evaluations of all proposed projects, which initially totaled between $1.2 and $1.4 billion. With the list of projects now narrowed and refined, the firm's initial scope has been completed. The new amendment expands Jacobs' role to provide detailed cost estimates, project exhibits, 3D renderings, and floor plans to support the final bond package and public communications. Staff recommended approval of this amendment to allow Jacobs to continue through the next phase of the bond preparation process.

The discussion clarified that Jacobs is only responsible for creating conceptual renderings and high-level visuals that can be used for public outreach and bond marketing. These renderings are not final designs; their purpose is to illustrate the scale and intent of the proposed projects without committing to exact architectural details. If the bond is approved, the city will hire specialized architects or consultants to develop detailed floor plans, layouts, and final design elements. This approach avoids unnecessary expenditures on detailed design work before voter approval while still providing the public with a clear idea of what is being proposed.

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks.
Move to Approve Item 25-1037, authorization to execute Amendment 2 to professional Consultant Agreement with Jacobs Engineering Group Inc. for the design and planning of the 2026 General Obligation Bond
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

D. 25-1038 Consideration, discussion, and possible approval of and authorization to award to the lowest responsible bidder, Cherokee Pride Construction, Inc., a construction contract for the Residential Street Asphalt Repair and Resurfacing College Addition Phase 1 project (Project No. ST24170)

Travis Small, Transportation Division Manager, presented Item 25-1038, the city received federal Community Development Block Grant funding for a roadway project in the downtown area, focusing on Freeport Street between Main and Fifth, along with adjacent blocks. After completing design plans with a consulting firm, the project was bid out in July. Three bids were received, and Cherokee Pride submitted the lowest bid at approximately $573,292, which came in below the engineer's estimate of $643,634. Staff recommended awarding the project to Cherokee Pride.

MOTION: A motion was made by David Pickel, seconded by Lisa Ford.
Move to Approve Item 25-1038, authorization to award to the lowest responsible bidder, Cherokee Pride Construction, Inc., a construction contract for the Residential Street Asphalt Repair and Resurfacing College Addition Phase 1 project (Project No. ST24170)
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

E. 25-1043 Consideration, discussion, and possible approval of BAZ 002238-2025 (Rezoning), Harvest Church, approximately 6.45 acres, A 1 (Agricultural) to CG (Commercial General), located at the northwest corner of New Orleans Street (101st Street) and 9th Street (Lynn Lane Road)

Rocky Henkel, Director of Community Development, presented Item 25-1043, BAZ 2238-2025, which is a rezoning request for approximately 6.45 acres at the northwest corner of New Orleans Street and 9th Street, seeking to change the zoning from A1 Agricultural to CG

Commercial General. The site is designated Comprehensive Plan Level 4, which supports commercial uses. The development will include Harvest Church as well as additional commercial space, with future access planned from both New Orleans Street and Lynn Lane Road. A specific use permit for the church assembly is anticipated later. The Planning Commission reviewed the request on June 26, 2025, and recommended approval subject to platting. Two citizens provided comments during that meeting, mainly regarding layout and site development questions. Staff also recommends approval.

Cindy Starr, a longtime member of Harvest Church, spoke in support of the rezoning request, emphasizing the church's growth and the pastors' commitment to serving the community. They described the church's history of positive contributions to Broken Arrow and expressed hope that the rezoning would allow them to expand their facilities and continue their outreach efforts.

Council members invited the applicant for Harvest Church to share their perspective on the rezoning request. The applicant expressed enthusiasm for expanding the church, highlighting plans to incorporate retail space and continue their mission of serving and blessing Broken Arrow. They noted the church's ongoing growth and described this property as an ideal location for their next phase. A council member praised the church's track record of quality improvements to their current facility and acknowledged the positive community influence of their outreach efforts, particularly their long-standing monthly luncheons for city leaders that include prayer and fellowship, which they cited as a unique strength in the community.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green.
Move to Approve Item 25-1043, BAZ 002238-2025 (Rezoning), Harvest Church, approximately 6.45 acres, A 1 (Agricultural) to CG (Commercial General), located at the northwest corner of New Orleans Street (101st Street) and 9th Street (Lynn Lane Road)
The motion carried by the following vote:

Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

F. 25-1080 Consideration of approval of the Fiscal Year 2025-2027 collective bargaining agreement with the International Association of Firefighters (IAFF) Local No. 2551

Kelly Cox, Human Resources Director, presented item 25-1080. The presentation outlined the proposed two-year collective bargaining agreement between the City of Broken Arrow and the International Association of Firefighters, effective from July 1, 2025, through June 30, 2027. The deal includes significant updates to union business protocols, funeral leave, time exchanges, and vacation policies. Notable changes involve adding Christmas Eve as a paid holiday, expanding vacation accumulation for 40-hour employees, and introducing a vacation leave donation program. Insurance contributions will increase by 3% in both 2025 and 2026, and sick leave incentives will shift to an hours-based system with stricter reporting requirements. Pay adjustments include a 4% wage increase for most personnel, 2% for battalion chiefs due to their move to non-exempt status, and an additional 4% increase in 2026. The contract also establishes provisions for a future district chief role tied to the opening of Fire Station 8. Additional modifications incorporate prior memorandum of understanding into the formal contract. Staff recommended approval of the agreement.

Councilor Justin Green acknowledged the extensive details of the proposed collective bargaining agreement and expressed appreciation for the professionalism and collaboration shown during negotiations. They highlighted that the process avoided drawn-out mediation and commended both city leadership and the union for their efforts. Justin Sharp, representing the firefighters' union, also thanked the council and city staff for constructive negotiations, noting the balanced outcome of the agreement. Following approval of the contract, Mr. Surgeon clarified that this agreement resolves matters related to Fire Station 8 and recommended revising the 2018 bond allocations to ensure funding for the station's completion and future bidding process.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford.
Move to Approve Item 25-1080, Fiscal Year 2025-2027 collective bargaining agreement with the International Association of Firefighters (IAFF) Local No. 2551
The motion carried by the following vote:

Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

G. 25-1107 Consideration, discussion, and possible approval of Resolution No. 1686, a Resolution authorizing the City Legal Department to file an action in District Court to obtain a Decree ordering the abatement of a public nuisance regarding the property located at 21410 East 38th Street South, Broken Arrow, Oklahoma 74014

Trevor Dennis, City Attorney, presented Item 25-1107, Resolution 1686, which seeks authorization for the City Legal Department to pursue a district court order to abate a nuisance property at 21410 East 38th Street South. Previous abatement steps, including a public hearing and an order of abatement, have already been completed, but the property owner has not complied. Obtaining a district court order would allow the city to move forward with abating

the nuisance directly. No objections were raised, and the resolution was recommended for approval.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel.
Move to Approve Item 25-1107, Resolution No. 1686, a Resolution authorizing the City Legal Department to file an action in District Court to obtain a Decree ordering the abatement of a public nuisance regarding the property located at 21410 East 38th Street South, Broken Arrow, Oklahoma 74014
The motion carried by the following vote:

Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

H. 25-1116 Consideration, discussion, and possible approval of Resolution No. 1687, a Resolution authorizing the City Attorney to enter into a Final Journal Entry of Judgment in Tulsa L Dev, LLC vs. City of Broken Arrow et. al., Tulsa County District Court, Case Number: CV 2025 1085, authorizing foreclosure of a waterline easement located at one quarter mile south of Tucson Street (121st Street) and one half mile west of Elm Place (161st Street), City of Broken Arrow, Tulsa County, State of Oklahoma

Trevor Dennis, City Attorney, presented Item 25-1116, Resolution 1687, which authorizes the City Attorney's Office to formalize the closure of a waterline easement located a quarter mile south of Tucson Street and half a mile west of Elm Place. The easement is no longer needed for city utilities and was already vacated in April, with confirmation from the Utilities Department that no infrastructure remains. Approval of this resolution would allow the city to foreclose any rights to reopen the easement in the future.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green.
Move to Approve Item 25-1116, Resolution No. 1687, a Resolution authorizing the City Attorney to enter into a Final Journal Entry of Judgment in Tulsa L Dev, LLC vs. City of Broken Arrow et. al., Tulsa County District Court, Case Number: CV 2025 1085, authorizing foreclosure of a waterline easement located at one quarter mile south of Tucson Street (121st Street) and one half mile west of Elm Place (161st Street), City of Broken Arrow, Tulsa County, State of Oklahoma
The motion carried by the following vote:

Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

10. Preview Ordinances

A. 25-976 Consideration, discussion and possible preview of an ordinance amending Chapter 16, Offenses Miscellaneous, Article III, Offenses Against Property, of the Broken Arrow Municipal Code, to include the following sections: Section 16 69, Definitions; Section 16 70, Encampment in a public place or on private property prohibited; Section 16 71, Defenses to unlawful Encampment in a public place or on private property; Section 16 72, Penalty; Section 16 73, Procedure for enforcement of this article; and Section 16 74, Protection of constitutional rights; and Sections 16 75 16 80; Reserved; and declaring an emergency

Trevor Dennis, City Attorney, presented Item 25-976, an ordinance update addressing unauthorized camping on private and public property in Broken Arrow. The legal department, working with the police department, proposed this change to streamline enforcement in cases where out-of-town property owners are difficult to contact. Under the ordinance, individuals camping on private property must have written permission from the property owner. Police officers may request this written authorization; if none is provided, they issue a notice that includes information on available social, medical, and mental health services. If the individual remains without permission, they can be cited or arrested for trespassing. The ordinance also clarifies that camping on public property is prohibited unless specifically authorized by the City Council or the city manager.

Council members expressed strong support for the updated ordinance on trespassing and unauthorized camping. They noted that police have long faced difficulties in quickly identifying and contacting out-of-town property owners, leaving encampments unresolved for extended periods. The ordinance was praised for simplifying enforcement and providing apparent authority for officers to act, while also requiring that individuals be offered information about available social and treatment services. Members emphasized that this approach balances public safety with compassion, making neighborhoods safer while giving those trespassing access to potential help.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green.
Move to preview an ordinance amending Chapter 16, Offenses Miscellaneous, Article III, Offenses Against Property, of the Broken Arrow Municipal Code, to include the following sections: Section 16 69, Definitions; Section 16 70, Encampment in a public place or on private property prohibited; Section 16 71, Defenses to unlawful Encampment

in a public place or on private property; Section 16 72, Penalty; Section 16 73, Procedure for enforcement of this article; and Section 16 74, Protection of constitutional rights; and Sections 16 75 16 80; Reserved; and declaring an emergency

The motion carried by the following vote:

Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

B. 25-1063 Consideration, discussion, and possible preview of Ordinance No. 3885, amending Chapter 2, Administration, Article IX, Employee Rules and Regulations, Sec. 2 146(3), Employment Requirements, of the Broken Arrow Code of Ordinances; providing for enforcement; and setting an effective date

Kelly Cox, Human Resources Director, presented Item 25-1063, the proposed ordinance revision that loosens current hiring restrictions for applicants with specific criminal backgrounds. The current rule bars anyone with any felony or misdemeanor involving moral turpitude, but the updated language removes the vague "moral turpitude" standard and focuses instead on felonies. Under the new framework, felony convictions would be reviewed on a case-by-case basis by the department head, with a general five-year look-back period. After five years, further review could still occur if warranted. This change aims to provide more precise criteria, allow more flexibility in hiring, and create opportunities for applicants who may have rehabilitated since their conviction.

Further discussion clarifies that the ordinance change would not prevent the HR Director from reviewing misdemeanors; it simply removes the ambiguous "moral turpitude" language. The intent is to allow discretion in evaluating misdemeanors based on the job's responsibilities. For example, a DUI conviction would not automatically disqualify an applicant for a non-driving position like a finance or utility clerk role. The council's question ensured the change still gives the HR Director authority to evaluate such cases individually, rather than imposing an automatic disqualification.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to preview Ordinance No. 3885, and set for adoption
The motion carried by the following vote:

Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

C. 25-1106 Consideration, discussion, and possible preview of Ordinance No. 3888, Creating Section 16 50 of the Broken Arrow Code of Ordinances, Chapter 16 Offenses Miscellaneous, Article II. Offenses Against Public Authority to Make it Unlawful to Activate or Attempt to Activate an Outdoor Warning Siren Without Proper Authorization; Providing for Definitions, Penalties, and Exemptions

Jamie Ott, Emergency Management Director, presented Item 25-1106, the preview introduces an ordinance designed to secure Broken Arrow's public warning system and provide a framework for addressing cybersecurity threats. By adopting it, the city can formally request investigative or technical assistance from federal partners when system vulnerabilities or breaches occur. The measure focuses on prevention, rapid response, and strengthening resilience for emergency communications infrastructure. It appears intended as a proactive step rather than a reaction to a current breach.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green.
Move to preview Ordinance No. 3888, and set for adoption
The motion carried by the following vote:

Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

11. Ordinances

A. 25-1105 Consideration, discussion, and possible adoption of Ordinance No. 3883, an amendment to Broken Arrow Code of Ordinances Section 26 9. "Limitation of obligation of city", providing reimbursement for out-of-pocket expenses up to one thousand five hundred dollars ($1,500) or forty percent (40%) for non-insurance holders and authorizing the City Manager to approve additional reimbursement for extenuating circumstances; and declaring an emergency

Trevor Dennis, City Attorney, presented Item 25-1105, Ordinance Number 3883, updates Broken Arrow's LifeRide program to reimburse subscribers who are transported by mutual aid ambulances when city units are unavailable. Under this amendment, the city manager may authorize reimbursements up to $1,500 or 40% of the transport bill for individuals without insurance. The change ensures that subscribers are not financially penalized when mutual aid is required during emergencies originating within city limits, aligning the program's benefits with its intent to provide predictable coverage for participants.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green.
Move to Approve Item 25-1105, adoption of Ordinance No. 3883, an amendment to

Broken Arrow Code of Ordinances Section 26 9. "Limitation of obligation of city", providing reimbursement for out-of-pocket expenses up to one thousand five hundred dollars ($1,500) or forty percent (40%) for non-insurance holders and authorizing the City Manager to approve additional reimbursement for extenuating circumstances; and declaring an emergency

The motion carried by the following vote:

Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

B. 25-1120 Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3883; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

MOTION: A motion was made by Lisa Ford, seconded by David Pickel.

Move to Approve Item 25-1120, emergency measure for Ordinance No. 3883; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

The motion carried by the following vote:

Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

C. 25-1104 Consideration, discussion, and possible adoption of Ordinance No. 3884, an amendment to Broken Arrow Code of Ordinances Appendix A Zoning Ordinance Section 5.7 signs, providing an exception for billboards on city-owned property and allowing said billboards to exceed the maximum height and size otherwise applicable to signs; and declaring an emergency

Trevor Dennis, City Attorney, presented Item 25-1104, Ordinance Number 3884, which introduces an exception to the city's existing prohibition on new billboards under Section 5.7 of the Zoning Code. It allows new privately owned billboards to be installed on city-owned property, provided they are governed by a valid lease agreement approved by the City Council. These billboards must comply with Oklahoma Department of Transportation standards and any additional conditions established by the lease or council resolution. This amendment is designed to give the city flexibility in managing signage on public property while maintaining oversight and regulatory compliance.

The discussion highlighted that while Ordinance Number 3884 itself doesn't directly restrict billboard content, the lease agreements approved by the City Council would provide a mechanism to include content guidelines or restrictions. This means the City could prohibit certain types of advertising inconsistent with community standards or City values, and also reserve space for promoting City events or initiatives. Council members expressed support for incorporating this discretion to avoid reputational issues and ensure alignment with municipal interests.

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

Move to Approve Item 25-1104, adoption of Ordinance No. 3884, an amendment to Broken Arrow Code of Ordinances Appendix A Zoning Ordinance Section 5.7 signs, providing an exception for billboards on city-owned property and allowing said billboards to exceed the maximum height and size otherwise applicable to signs; and declaring an emergency

The motion carried by the following vote:

Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

D. 25-1121 Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3884; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

MOTION: A motion was made by Lisa Ford, seconded by David Pickel.

Move to Approve Item 25-1121, an emergency measure for Ordinance No. 3884; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

The motion carried by the following vote:

Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

E. 25-1098 Consideration, discussion, and possible adoption of Ordinance No. 3886, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 000452 2022 along with PUD 000453 2022, generally located west of the southwest corner of Omaha Street (51st Street) and Elm Avenue (161st East Avenue), granting RS 4 (Single Family Residential) and RD (Residential Duplex) zoning classification upon the tract along with PUD 000453 2022, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Rocky Henkel, Director of Community Development, presented Item 25-1098, Ordinance Number 3886 seeks to amend the zoning ordinance for a 21.8-acre parcel west of Omaha Street

and Elm Avenue, tied to BAZ 452-2022 and PUD 453-2022. The City Council originally approved these items in February 2023 on the condition that the property be platted. The platting for a 29-acre portion, named Ironwood, was completed in Tulsa County on July 18, 2025. With this requirement met, the staff recommends adoption of Ordinance 3886 along with its emergency clause to finalize zoning compliance for the development.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford.
Move to Approve Item 25-1098, adoption of Ordinance No. 3886, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 000452 2022 along with PUD 000453 2022, generally located west of the southwest corner of Omaha Street (51st Street) and Elm Avenue (161st East Avenue), granting RS 4 (Single Family Residential) and RD (Residential Duplex) zoning classification upon the tract along with PUD 000453 2022, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency
The motion carried by the following vote:

Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

F. 25-1099 Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3886; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

MOTION: A motion was made by Justin Green, seconded by Lisa Ford.
Move to Approve Item 25-1099, an emergency measure for Ordinance No. 3886; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
The motion carried by the following vote:

Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

G. 25-1113 Consideration, discussion, and possible adoption of Ordinance No. 3889, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1984, along with PUD 315, generally located one half mile north of New Orleans Street (101st Street) and one half mile east of 9th street (177th East Avenue/ Lynn Lane Road), granting RS 3 (Single Family Residential) zoning classification upon the tract along with PUD 315, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Rocky Henkel, Director of Community Development, presented Item 25-1113, Ordinance Number 3889, which addresses BAZ 1984 and PUD 315. These involve property previously approved for rezoning and planned unit development, with the condition that it be platted. The original rezoning from R2 to RS3 occurred in October 2017, and PUD 315 covering 68.32 acres was approved in September 2020, both contingent on platting. This requirement has now been satisfied, as 38.72 acres were platted on July 16, 2025, as Estates at Lynn Lane 2, Blocks 7–11. Located about half a mile north of New Orleans and half a mile east of 9th Street, staff recommends adoption of Ordinance 3889 and its emergency clause to finalize zoning compliance for this development.

MOTION: A motion was made by Justin Green, seconded by David Pickel.
Move to Approve Item 25-1113, adoption of Ordinance No. 3889, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1984, along with PUD 315, generally located one half mile north of New Orleans Street (101st Street) and one half mile east of 9th street (177th East Avenue/ Lynn Lane Road), granting RS 3 (Single Family Residential) zoning classification upon the tract along with PUD 315, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency
The motion carried by the following vote:

Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

H. 25-1114 Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3889; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford.
Move to Approve Item 25-1114, an emergency measure for Ordinance No. 3889; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
The motion carried by the following vote:

Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

12. Remarks and Inquiries by Governing Body Members

Council Member Lisa Ford shared highlights from recent and upcoming community events. She praised the success of the back-to-school bash hosted by the Assembly Church. it was

supported by the Broken Arrow Police Department, which provided over a thousand backpacks, school supplies, and complimentary services, including haircuts, to local students. She emphasized the essential role of community sponsors in making the event possible. She thanked both the Police and Fire Departments for their participation, which included vehicles and interactive activities for kids. She also reminded residents about National Night Out, encouraging neighborhood participation in events featuring police, firefighters, and family-friendly activities like ice cream and spray-downs for children.

Council Member Justin Green noted a new symbolic addition to the chambers — the presence of the City of Broken Arrow flag. They shared their appreciation for finally having the city flag displayed, saying it was an honor to see the city represented in the council chambers.

Council Member David Pickel emphasized the importance of community participation in city surveys, explaining that resident feedback directly informs and guides council decisions. They encouraged citizens to continue filling out surveys to ensure their voices are reflected in future planning.

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

City Manager Michael Spurgeon followed up on Councilor Pickle's comments regarding surveys, noting that typical public surveys need 500–700 responses for a representative sample, but Broken Arrow routinely receives 2,000–4,000 responses, making its surveys a model for other municipalities. He praised the public engagement and the city staff's work in leveraging this data for policy decisions. He also recognized Councilor Pickle's birthday during the meeting.

Additionally, he reported on a drainage issue in the Indian Springs subdivision raised by residents at a prior council meeting. Following staff review and coordination with the Drainage Advisory Committee, plans are underway for design work and funding to address the problem, illustrating how citizen concerns lead directly to actionable infrastructure improvements.

Kenny Schwab, Assistant City Manager of Operations, stated the drainage issue in Indian Springs is moving forward for formal council consideration. The Drainage Advisory Committee recommended presenting the matter to the council, and funding for improvements to at least one of the drainage structures will be proposed at the next meeting. In addition to the immediate fix, staff will evaluate the broader drainage system in the area, as the problem has developed over time and now exceeds the capacity of the existing infrastructure. This approach will allow for both immediate relief and a longer-term strategy to address systemic issues.

City Manager Michael Spurgeon informed the council that preparations are underway for the Downtown Master Plan update. He likened the timing to a "two-minute warning" before major action begins, noting that requests for qualifications for a consultant will be issued later this month. The consultant will be selected using funds already approved in the budget, allowing work to start promptly. In late September or early October, the council will be asked to formally approve the creation of a citizen and business committee to guide the process, ensuring broad input into the planning effort for the downtown area.

At approximately 7:52 p.m., Vice Mayor Parks noted there was an Executive Session and called for a recess for BAMA and BAEDA.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel.
Move for a recess for BAMA and BAEDA
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

At approximately 7:56 p.m., the room was cleared for Executive Session.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford.
Move to clear the room for Executive Session
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

At approximately 8:01 p.m. City Council entered into Executive Session.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks.
Move to Enter into Executive Session
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

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 claims of Christopher Conger, WCC #CM3 2024 04803E and WCC #CM3 2024 04804H, including possible authorization to settle these claims, under 25 O.S. §307(B)(4).

2. A pending eminent domain litigation proceeding, asserted by the City of Broken Arrow against Sanford Farms, LLC, et al.; Tulsa County District Court Case No. CJ 2025 2139, and taking appropriate action in open session, including possible authorization to settle the proceeding, under 25 O.S. §307(B)(4).

3. A pending litigation known as City of Broken Arrow v. Nikel Investments, LLC, v. Lamar Advertising Company, et al., Tulsa County District Court, Case No. CJ 17 1470, 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 litigation and disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest. 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.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green**.**
Move to find Executive Session necessary to discuss pending litigation and workers' compensation claims under 25 O.S. Section 307(B)(4).
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

MOTION: A motion was made by Lisa Ford, seconded by Justin Green.
Move to authorize the City Attorney to settle the workers' compensation claims in the amounts recommended by outside counsel.
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

MOTION: A motion was made by Lisa Ford, seconded by Justin Green.
Move to authorize the City Attorney to reject the property owner's settlement demand and negotiate a possible settlement of the condemnation action, Tulsa County District Court Case No. CJ-2025-2139, in the amount recommended by the City Attorney.
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

MOTION: A motion was made by Lisa Ford, seconded by Justin Green.
Move to authorize the City Attorney to decline Lamar's settlement demand, pay the jury verdict entered in Tulsa County District Court Case No. CJ-2017-1470, and dismiss the Petition in Error.
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

15. Adjournment

The meeting was adjourned at approximately 8:21 p.m.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford.
Move to Adjourn
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

_____ _____
Mayor City Clerk

City of Broken Arrow

Request for Action

File #: 25-1202, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Approval of the City Council Work Session Minutes of August 12, 2025

Background:
Minutes recorded for the City Council Work Session Meeting.

Cost: $ 0

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: August 12, 2025 City Council Work Session Minutes

Recommendation:
Approve the minutes of the August 12, 2025 City Council Work Session Meeting.

City of Broken Arrow

Work Session Meeting Minutes

City Council Meeting

City Hall
220 S 1st Street
Broken Arrow OK
74012

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

Tuesday, August 12, 2025 **Time 6:00 p.m.** **Council Chambers**

1. Call to Order

Mayor Debra Wimpee called the meeting to order at 6:01 p.m.

2. Roll Call

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

3. Pledge of Allegiance to the Flag

The Pledge was led by Council Member Lisa Ford.

4. General Council Business

A. 25-1158 Consideration, discussion, and possible approval of adding additional students to the Youth City Council program

The Youth City Council program in Broken Arrow has been running since 2011, originally with seniors and juniors before expanding to include sophomores in 2021, reaching a peak of 36 students. The program emphasizes hands-on learning through direct interaction with city staff members, where students spend time in departments and offices to understand government operations. Currently limited to 8 students per grade due to National League of Cities (NLC) constraints, the council suggested to expand back to 10 students per grade (maximum 30 total) because of high demand and the program's success. The YCC has produced graduates who now work in government, including one who became a City Manager. The program includes trips to state capitol and national conferences, with students building relationships with city staff and learning practical government skills that have led to internships, job opportunities, and continued engagement with the city years after graduation.

MOTION: A motion was made by Lisa Ford, seconded by Debra Wimpee.
Move to Approve the additional students to the Youth City Council program
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

B. 25-1041 Consideration, discussion, and possible approval of displaying the Muscogee Nation flag in Council Chambers

The council approved displaying the Muscogee Creek Nation flag in the council chambers to honor the tribe's historical presence in Broken Arrow, as the Muscogee Creek Indians became the first permanent settlers in the area in 1836 and the city sits on tribal lands. Council member Lisa Ford proposed this initiative as a way to give back to the tribe after years of partnership, including their financial support for projects like the history wall mural and joint council meetings. The plan includes holding a ceremonial installation with their honor guard and a land acknowledgement, making Broken Arrow one of the first few cities in Oklahoma to take this step. City Attorney, Trevor Dennis, will need to codify the ordinance governing flag displays.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel.
Move to Approve displaying the Muscogee Creek Nation flag in the council chambers
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

C. 25-962 Consideration, discussion, and possible approval of the Citizen Steering Committee recommendations for a new Municipal Services Administration Building

(Project2417170)

The city is moving forward with plans to build a new 50,000–52,000 square foot municipal services administration building due to overcrowding at the current facility, which no longer meets the space needs identified in a 2022 assessment. Two potential sites were considered: Site A, which involved building on the current location's parking lot, posed significant challenges including road closures, construction disruptions, extended timelines, and increased costs. Site B, located at the corner of Washington and Main Street, was ultimately selected by the City Council based on the recommendation of a citizens advisory committee. Site B allows for traditional construction without disrupting existing City Hall operations or requiring major infrastructure changes. The new building will serve as a gateway to the Rose District and support development in the south side of town. It will house various city departments, with public-facing services like finance and community development on the first floor, and internal departments such as legal and HR, along with council chambers and conference rooms, on the upper floors. The project is funded separately from the bond issue, with the next phase focusing on design under council subcommittee oversight.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green.
Move to Approve the Committee's recommendation for site B
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

D. 25-963 General discussion on annexation, as it pertains to infrastructure, city standards and specifications, and the voluntary annexation and assessment district process

The discussion focused on annexation concerns and infrastructure challenges, beginning with Vice Mayor Johnnie Parks emphasizing the urgent need for sewer system improvements due to widespread septic system failures, especially in areas like 71st Street. He noted that residents there initially supported annexation but later rejected paying for sewer infrastructure, leading to environmental issues. Vice Mayor Parks argued that proper sewer and water infrastructure would encourage developers to build to city standards and deliver long-term community benefits. City Manager, Michael Spurgeon, discussed current annexation efforts in southeast developments, stressing the need for a coordinated, transparent communication strategy to ensure residents receive accurate information. Councilor Lisa Ford echoed this, commending Rocky Henkel's team for effectively informing the public and preventing the spread of misinformation, which had previously discouraged annexation. The discussion later shifted to annexation procedures and infrastructure standards, with Henkel outlining a two-stage voluntary annexation process: residents first petition, then the city assesses infrastructure needs and costs before residents vote on assuming those expenses. Vice Mayor Parks raised fairness concerns, pointing out that county residents with failing infrastructure often expect city services without contributing to the upfront costs already borne by current city residents. The conversation also addressed how Tulsa County's two-house-per-acre development restrictions hinder economic feasibility for developers and create scattered development patterns, complicating future sewer extensions and placing the financial burden on municipalities.

No action was taken

E. 25-796 Consideration, discussion, and possible approval of a policy to convert private streets to public streets

Rocky Henkel, Director of Community Development, introduced the proposed policy, explaining that while the city has historically converted private streets through an informal process, this new policy would create formal documentation and procedures for staff to follow. The policy requires a written petition signed by 75% of abutting landowners, mandates that the private street must add value to the city's transportation network, and requires necessary infrastructure improvements to be funded through assessment districts to meet city standards. The policy also stipulates that the city will not compensate landowners for conversions, requires clear title documentation, adequate stormwater systems, utility permits, surveys, and removal of any gates or access restrictions. Rocky Henkel noted they currently have one neighborhood interested in conversion (though without gates) and explained that the policy protects the city from developers who initially want private streets but later seek to transfer deteriorated roads to the city for repair. Lisa Ford expressed support for the policy, questioning why gated communities would want to convert but acknowledging the protection it provides since residents would still need to pay to bring streets up to city standards regardless.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks.
Move to Approve the policy to convert private streets to public streets
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

F. 25-960 Presentation of the 2026 GO Bond Citizen Steering Committee package recommendations

Charlie Bright, Director of Engineering and Construction, presented the 2026 GO bond citizen steering committee's recommendations. He explained that they largely supported 80-90% of previously discussed projects, including Rose District maintenance, trails, emergency sirens, fire department upgrades, Elam Park, and city facility renovations. However, they trimmed the bond package from $1.3 billion to about $400 million by prioritizing improvements over full road widenings and focusing on key areas like Houston Street and southwest intersections due to growth. They recommended funding for beautification and striping programs, emphasizing perimeter fencing for the training facility, and expanding animal shelter capacity. Fire Station 9 was deemed unnecessary since Fire Station 1 replacement was included.

The discussion also covered park playground funding, with general allocations set for Parks to prioritize later. The committee strongly supported expanding Arts at 302 with new services and favored Rose District Plaza over History Museum expansion due to budget limits. They endorsed a transfer station in an industrial area for Middletown, partial funding for a city-owned fiber optic line, and a $2.5 million allocation for the Tulsa City County Library, less than originally requested. After multiple meetings, the committee reduced the bond budget to around $407 million, with the understanding that figures may adjust as cost estimates evolve.

No action was taken

5. Remarks and Inquiries by Governing Body Members

Council Member Lisa Ford shared positive news about attending a ceremonial signing in Oklahoma City for SB701, where the Governor officially signed it. She mentioned that course offering can begin in January, which is exciting for the community. Councilor Ford also announced that their community was ranked as the 12th best place to live in the nation and suggested this could be worth tweeting about.

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

City Manager Michael Spurgeon outlined several urgent matters requiring Council direction, starting with the need for a 45-minute work session before the September 2 meeting to discuss two logos - one for the rose history grain tower/silo and another for NSU policy department placement options. They emphasized the urgency of the water tower project since final design planning is already underway, and the silo project needs to move forward with painting plans. Additionally, Mr. Spurgeon requested an October work session to discuss the ONG franchise renewal due in fall of next year, noting that while negotiations have been authorized, Council direction is needed to set an election date since the renewal must go to public vote.

7. Adjournment

The meeting was adjourned at approximately 7:40 p.m.

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

_____ _____
Mayor City Clerk

City of Broken Arrow

Request for Action

File #: 25-1161, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Acceptance of Planning Commission meeting minutes of July 10, 2025

Background:
The minutes of the Planning Commission meeting held July 10, 2025 were approved by the Planning Commission on July 24, 2025.

Cost: Approximately $3.00

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 07-10-2025 Planning Commission Minutes

Recommendation:
Accept minutes of Planning Commission meeting held July 10, 2025.

City of Broken Arrow

Minutes

Planning Commission

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

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

Thursday, July 10, 2025 **5:30 p.m.** **Council Chambers**

1. Call to Order

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

2. Roll Call

Present: 4 - Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson
Absent: 1 - Mindy Payne

3. Old Business - NONE

4. **Consideration of Consent Agenda**

A. 25-971 Approval of Planning Commission meeting minutes of June 26, 2025

B. 25-981 Approval of LOT-002270-2025, 315 W Freeport Street, 1 lot to 2 lots, 0.48 acres, R-3 (Single Family Residential)/DROD (Downtown Residential Overlay District) Area 1, located one-third mile south of Kenosha Street (71st Street), one-quarter mile east of Elm Place (161st E. Avenue)

C. 25-987 Approval of BAL-001578-2025, 21060 E 45th Street, 1 lot to 2 lots, 2.32 acres, RS-4 (Single Family Residential), located approximately one-half mile south of Dearborn Street (41st Street), one-eighth mile west of 37th Street (209th E. Avenue)

D. 25-988 Approval of LOT-002272-2025, Lynn Corner, 1 lot to 2 lots, 28.35 acres, Zoning District, located on the northeast corner of 9th Street (Lynn Lane) and Washington Street (91st Street)

E. 25-984 Approval of PT-002271-2025|PR-000800-2025, Preliminary Plat for Lynn Corner, 23.18 acres, 79 lots, A-1 (Agricultural) to RS-4 (Single-Family Residential) via BAZ-002200-2025, located at the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road)

MOTION: A motion was made by Robert Goranson, seconded by Jaylee Klempa.
Move to Approve Consent Agenda
The motion carried by the following vote:
Aye: 4 - Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

5. Consideration of Items Removed from Consent Agenda - NONE

6. Public Hearings - NONE

7. Appeals - NONE

8. General Commission Business - NONE

9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action) - NONE

10. Adjournment

The meeting was adjourned at 5:31 p.m.

MOTION: A motion was made by Jason Coan, seconded by Jaylee Klempa.
Move to Adjourn
The motion carried by the following vote:
Aye: 4 - Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

City of Broken Arrow

Request for Action

File #: 25-1184, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Approval of Drainage Advisory Committee meeting minutes of April 28, 2025

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

Cost: $0.00

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: 04-28-2025 Drainage Advisory Committee Meeting Minutes

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

City of Broken Arrow

Minutes
Drainage Advisory Committee

City Hall
220 S 1st Street
Broken Arrow OK
74012

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

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

1. Call to Order

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

2. Roll Call

Present: 7 - Amber Hamilton, Donna Wiedower, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

3. Consideration of Consent Agenda

A. 25-583 Approval of Drainage Advisory Committee meeting minutes of January 27th, 2025

MOTION: A motion was made by Donna Wallace, seconded by Denise Mason
Move to Approve Item 25-583 Drainage Advisory Committee meeting minutes of January 27th, 2025
The motion carried by the following vote:
Aye: 7 - Amber Hamilton, Donna Wiedower, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

4. Consideration of Items Removed from Consent Agenda - NONE

5. Presentations - NONE

6. General Committee Business

A. 25-589 Consideration, discussion, and possible action to recommend to Council to expend funds to construct improved channelization measures along the banks of a tributary to Covington Creek contingent upon all adjacent property owners agreement and execution of a drainage easement for the construction of the project (Case No. 25-005)

Patrick Wilson, Stormwater Division Manager, provided an update on a long-standing drainage project initially introduced in July 2020 for design funding, with additional funds requested in February 2022 to pursue an individual Army Corps permit due to the project's location in a blue line channel and FEMA floodplain. The plans are now 98% complete, with only minor adjustments pending based on resident input. After a two-year permitting process involving

coordination across city and county jurisdictions, the Army Corps permit was officially approved, with final signatures from both the City of Broken Arrow and the Corps completed in April 2025.

Mr. Wilson gave further updates on the Covington Creek tributary drainage project, initially proposed in 2020 and now nearing 98% design completion. Following a public meeting on March 20, 2025, with Forest Ridge HOA and nearby residents, all attendees expressed support. However, three landowners were absent—two have been contacted, one agreed verbally, and efforts continue to reach the third. The project spans both the City of Broken Arrow and Wagner County jurisdictions, requiring cross-boundary permitting and new drainage easements. The area suffers from severe erosion, threatening infrastructure, including utility poles, with bank degradation reaching up to 13 feet deep. Planned improvements include reshaping and widening the channel to reduce flow velocity, reinforced with riprap in high-velocity zones. While complete mitigation of 100-year flood events isn't feasible, the improvements will significantly reduce low-level flooding and protect critical infrastructure. The $1.2 million project is proposed as a public-private partnership, with the Forest Ridge HOA covering the remainder beyond the city's $500,000 request. Staff recommends approval contingent on all affected property owners signing necessary easements.

The committee discussed the complexities of the Covington Creek drainage project, including jurisdictional challenges, historical alterations to the creek's path, and shared financial responsibility. The project area lies on private property in Wagner County, which is not legally authorized to fund off-road drainage improvements. While most affected residents and Forest Ridge HOA previously expressed support, their absence at this meeting raised concerns about long-term commitment. Still, staff confirmed the HOA is contributing over 50% of the project cost and that all final agreements, including easements and hold harmless clauses, will be secured before any city funds are spent. The erosion threatens city infrastructure and utility lines, and the Army Corps has approved an individual Section 404 permit valid for five years. Legal counsel confirmed the city could include liability protections and historical context in the agreement to avoid future blame. The original creek was likely realigned without proper oversight in 1976, and while the Corps now recognizes the current channel as the official waterway, rechanneling is no longer permitted. A lawsuit between Forest Ridge HOA and seven Wagner County residents over channel maintenance is ongoing, and any agreement must include the resolution of that dispute. The committee expressed support for the project, contingent on the complete execution of legal contracts and documentation from all parties involved.

MOTION: A motion was made by Lori Hendricks, seconded by Johnnie Parks
Move to Approve Item 25-589 recommend to Council to expend funds to construct improved channelization measures along the banks of a tributary to Covington Creek contingent upon all adjacent property owners agreement and execution of a drainage easement for the construction of the project (Case No. 25-005)
The motion carried by the following vote:

Aye: 7 - Amber Hamilton, Donna Wiedower, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

B. 25-596 Consideration, discussion, and possible action to recommend to City Council to expend funds to construct erosion mitigation and repair the leaking pond spillway at Shenandoah Valley at Battle Creek(Case No 25-009)

Patrick Wilson, Stormwater Division Manager, reviewed a project originally brought to the Drainage Advisory Committee in August 2022 to investigate a leaking spillway over a 10-inch city sanitary sewer line. After the city completed the study, the Property Owners Association used it to fund the design plans. In October 2024, $45,000 was approved for construction, but

a recent bid opening on April 15, 2025, showed higher costs due to the project's specialized nature and inflation, prompting a request for an additional $32,000. The project, located east of Aspen and north of Omaha, involves injecting polyurethane around the spillway to stop water seepage that is saturating the soil and threatening the underlying sewer line. Staff recommends the committee support the additional funding to protect the city's infrastructure and proceed with the planned summer 2025 construction.

Mr. Wilson and the committee reviewed details of the proposed repair to a leaking spillway located above a city sanitary sewer line in a privately owned pond. Patrick Wilson confirmed the spillway likely did not leak initially but now suffers from saturation and possible soil movement due to improper compaction or poor clay quality at installation. The proposed solution—injecting polyurethane around the spillway—was one of several options identified in the engineering study, with a complete reconstruction estimated at over $1 million. The city and the Property Owners Association agreed the injection method offers practical and cost-effective mitigation. The total cost rose to $77,000 due to site constraints requiring smaller, more specialized equipment, and only one qualified bid was received due to the project's complexity. The city has needed bonding, including performance, warranty, and maintenance bonds, to ensure contractor accountability. While the solution cannot eliminate all risks, staff affirmed that the seepage has historically been limited to the exact location and that surrounding soil remains stable. Any agreement will clarify that the city's role is limited to mitigation, and liability for future issues remains with the Property Owners Association. The town can also request a partial pond drawdown during construction to ease pressure on the spillway and improve repair success.

MOTION: A motion was made by Johnnie Parks, seconded by Donna Mason
Move to Approve Item 25-596 recommend to City Council to expend funds to construct erosion mitigation and repair the leaking pond spillway at Shenandoah Valley at Battle Creek(Case No 25-009)
The motion carried by the following vote:

Aye: 7 - Amber Hamilton, Donna Wiedower, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

C. 25-599 Consideration, discussion, and possible action to recommend to City Council to expend funds to construct erosion mitigation downstream of an outlet structure at 215 S Laurel Avenue (Case No. 25-007)

Patrick Wilson, Stormwater Division Manager, presented a request for construction funding to address erosion issues at a city stormwater outfall in the Stone Mill Bridge subdivision, located south of Kenosha and east of Olive Street. The Drainage Advisory Committee first reviewed the project in February 2024, and the council previously approved funding for the design, which is now 98% complete. The area features a pond and a city storm sewer system that discharge into Olive Creek, with erosion observed downstream, particularly after recent heavy rain events. The proposed solution includes constructing a stilling basin to reduce flow velocity from 20 to 11 feet per second and regrading the area, which will involve work on neighboring properties. The city has communicated with adjacent property owners who are currently cooperative. The project may involve minor floodplain work, and all necessary permits will be obtained. Staff recommends the committee support the project and forward it to the city council for approval.

Mr. Wilson confirmed that erosion at the outfall is due to high water velocity, which was initially calculated at 11 feet per second but is actually reaching 20 feet per second. The proposed solution, including a stilling basin and riprap, will reduce the velocity to 4 feet per second—well below the 6 feet per second threshold at which the soil becomes erodible—providing adequate protection for most flood events. The project is located in the Hakey Creek

Basin. While funds from the 2018 bond package have not yet been sold, $2.5 million remains to be issued, likely in October, with sufficient funding expected by the start of the next fiscal year on July 1. A 30% contingency has been included to account for cost increases. The impacted area includes about half an acre on the east side, for which the adjacent property owner has given verbal consent, though not yet in writing. The site collects drainage from the city-owned Country Aire Park, including its pool and parking lot, with a total drainage area of 87 acres.

MOTION: A motion was made by Denise Mason, seconded by Donna Wallace
Move to Approve Item 25-599 recommend to City Council to expend funds to construct erosion mitigation downstream of an outlet structure at 215 S Laurel Avenue (Case No. 25-007)
The motion carried by the following vote:

Aye: 7 - Amber Hamilton, Donna Wiedower, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

D. 25-600 Consideration, discussion, and possible action to recommend to City Council to expend survey funds to design drainage improvements at 8624 S. Harp Boulevard (Case No. 25-008)

Patrick Wilson, Stormwater Division Manager, presented a drainage mitigation project for Harp Boulevard in Cambridge Estates, a neighborhood originally platted in 1978 in Wagoner County and annexed by Broken Arrow in 1985. The project site, located south of Houston Street and west of Oneta Road, involves a blue line drainage channel receiving runoff from approximately six acres—four of which are road surface. The neighborhood streets are constructed with an inverted crown design, meaning the roads themselves serve as the drainage ditches. Water collects in a low spot referred to as a "drainage flume" and is funneled into a small, inadequately sized yard grate that outlets at the convergence point of the surface flow. During even light rain events, the street becomes fully submerged, with no visible V-channel for drainage, indicating poor conveyance capacity. Photos and videos taken during a minor rainstorm illustrate the extent of the problem and support the need for targeted improvements to manage runoff more effectively.

Mr. Wilson also presented a request for $12,000 to fund a survey for drainage improvements along Harp Boulevard in Cambridge Estates, a 1978 subdivision annexed by the City of Broken Arrow in 1985. The roads, built with an inverted crown design, act as drainage ditches, channeling stormwater down the street into a small flume and undersized yard inlet. During even light rain events, water accumulates across the whole roadway and flows toward a private residence, where the homeowner currently uses a pump to protect their property. A backyard video confirmed ongoing surface runoff despite minimal rain, with about six acres contributing to the flow, including 20–25 CFS from the road alone. Staff believes in-house engineering can handle the design after surveying, and the eventual construction may involve piping, swales, or a combination, depending on terrain and depth. Though no easement exists now, the affected property appears to reach the creek, making diversion feasible. The proposed improvements would benefit both the homeowner and public infrastructure by reducing flood risk and potential icing hazards in winter.

MOTION: A motion was made by Donna Mason, seconded by David Pickel
Move to Approve Item 25-600 recommend to City Council to expend survey funds to design drainage improvements at 8624 S. Harp Boulevard (Case No. 25-008)
The motion carried by the following vote:

Aye: 7 - Amber Hamilton, Donna Wiedower, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

E. 25-601 Consideration, discussion, and possible action to recommend to City Council to expend funds to construct erosion control measures in the Bristol Ponds south detention pond and in the channel between Bristol Ponds and Elm Place (Case No 25-006)

Patrick Wilson, Stormwater Division Manager, presented an update on a drainage mitigation project for the Bristol Ponds area, originally brought forward in October 2024 and approved by the council for design funding. The site, located north of 91st and west of Elm Place near Big Lots and Walmart, includes a city-owned stormwater channel and a privately-owned pond that functions as part of the city's stormwater system. Some required improvements, such as energy dissipators and proper grading, were either never constructed or not built to plan. Water velocity ranges from 8-11 feet per second at Elm to 3.7 feet per second at the pond. Still, as water levels rise, instability increases, leading to significant erosion along the channel and pond banks. Proposed improvements include regrading the city-owned channel, adding riprap for erosion control, and modifying the pond's edge to slow water flow. The plans are progressing, and construction is anticipated to begin in the summer of 2025. Staff recommends approval to ensure proper system function and erosion mitigation.

Patti Pitcock, a Bristol Ponds resident, expressed concern over worsening erosion near the city-owned drainage channel behind Walmart and Big Lots, attributing the problem to inadequate original development and trash accumulation. She noted that algae are monitored monthly, and the situation has deteriorated significantly over the past year, with substantial water velocity washing away stones from the outlet area and threatening nearby properties. A neighbor's fence is now unstable due to soil loss, and two large trees on city property are at risk of falling, potentially causing damage. She praised Patrick Wilson's responsiveness and agreed with the consultant's findings, emphasizing that inadequate development oversight likely contributed to the problem. She urged proactive management in future developments and underscored the urgency of addressing this issue before further damage occurs.

Ms. Pitcock and committee members discussed the Bristol Ponds drainage project further, focusing on funding adequacy, project scope, and the need for a more formal prioritization process. Concerns were raised about tree hazards from erosion near the outlet. Whether those were factored into the current design—Patrick Wilson confirmed they were not but could be addressed using operational funds. The $230,000 estimate includes a 30% contingency, and the engineer expects to reduce costs in the following design submittal. The current outlet structure, originally intended to include energy dissipators, lacks them, likely due to developer noncompliance in 2005. This omission, along with increasing rainfall intensity, is contributing to recent erosion. There was discussion of potentially modifying the design to include a new concrete outfall structure and whether to involve the HOA in cost-sharing, though no contact has yet been made. While some questioned if this was the best use of remaining Hakey Creek basin bond funds, others noted that the project qualifies and fits within the budget, and leftover funds from other completed projects are being returned to the system. It was agreed that future planning would benefit from a formal project prioritization matrix and continued updates as the 2026 bond vote approaches. The committee expressed support for proceeding with the project while exploring the suggested design updates.

MOTION: A motion was made by Lori Hendricks, seconded by Donna Wiedower
Move to Approve Item 25-601 recommend to City Council to expend funds to construct erosion control measures in the Bristol Ponds south detention pond and in the channel between Bristol Ponds and Elm Place (Case No 25-006)
The motion carried by the following vote:

Aye: 7 - Amber Hamilton, Donna Wiedower, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

F. 25-607 Consideration, discussion, and possible action to recommend to City Council to expend

funds to design drainage improvements in the South Fork Estates subdivision (Case No. 25-010)

Patrick Wilson, Stormwater Division Manager, explained that residents of South Fork Estates raised concerns at the April 15, 2025, City Council meeting about drainage and sediment issues stemming from the neighboring Spring Creek Crossing development. Sediment control is being handled through code enforcement, with the city issuing violation notices and working directly with the developers and engineers. The focus of the current item is on long-standing drainage issues predating Broken Arrow's 1994 stormwater ordinance. Historically, five acres of runoff naturally flowed through what is now South Fork Estates. Still, during its 1992 development, the natural drainage path was filled in, leaving water to sheet flow across private property. Though post-construction runoff from Spring Creek Crossing will be reduced to 15 CFS from the original 25 CFS and the contributing area reduced from five to two acres, slope changes and a lack of ground cover have worsened the runoff's visual impact. The city has met with affected homeowners and is proposing to install a storm sewer system to capture and redirect this runoff into existing infrastructure, a solution all parties' support. Staff recommends allocating $25,000 for design work, with the project located within the Broken Arrow Creek basin.

Committee members praised the city for quickly responding to drainage and sediment complaints from South Fork Estates residents regarding the neighboring Spring Creek Crossing development. While Spring Creek Crossing meets current stormwater design criteria and is reducing peak runoff from 25 to 15 CFS, its ongoing construction has increased the speed and visibility of water flow, causing concern among nearby homeowners—especially with the 13-foot elevation difference between their yards and the new development. The city clarified that the original issue stems from a pre-1994 drainage way that was improperly filled in when South Fork was developed.

The proposed solution involves installing an underground storm sewer through a greenbelt behind the affected home to redirect water to an existing inlet, reducing surface flow and mitigating future issues. Both homeowners and the Spring Creek developer have been cooperative, and preliminary design work shows no conflicting utilities in the area. Staff requested $25,000 for engineering, with construction funding to follow. Though the developer is not legally required to contribute, city staff plan to discuss cost-sharing given their positive cooperation so far. The committee also discussed how Spring Creek's design reflects improved standards and oversight compared to older subdivisions and emphasized continued updates to stormwater policy to prevent similar issues in future developments.

MOTION: A motion was made by Johnnie Parks, seconded by Amber Hamilton
Move to Approve Item 25-607 recommend to City Council to expend funds to design drainage improvements in the South Fork Estates subdivision (Case No. 25-010)
The motion carried by the following vote:

Aye: 7 - Amber Hamilton, Donna Wiedower, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

7. Adjournment

The meeting adjourned at 8:04 p.m.

MOTION: A motion was made by Lori Hendricks, seconded by Denise Mason
Move to Adjourn
The motion carried by the following vote:

Aye: 7 - Amber Hamilton, Donna Wiedower, Donna Wallace, David Pickel, Johnnie Parks, Denise Mason, Lori Hendricks

Lorie Hendricks
Chairperson

Lisa Blackford
Deputy City Clerk

City of Broken Arrow

Request for Action

File #: 25-1208, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Approval of and authorization to execute Budget Amendment Number 1 for Fiscal Year 2026

Background:
The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures that exceed the original budget or when circumstances warrant a change in budgetary amounts.
Budget Amendment Number 1 appropriates a portion of the fund balance of the Sales Tax Capital Improvements Fund to provide additional funding for Project 2517200, Purchase Property for Municipal Services Building.

Cost: $300,000.00

Funding Source: Sales Tax Capital Improvements Fund, Fund Balance

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #1 for Fiscal Year 2026

Recommendation:
Approval of and authorization to execute Budget Amendment Number 1 for Fiscal Year 2026.

Fund 330 - Sales Tax Capital Improvements Fund
Budget Amendment #1
Fiscal Year 2026
8/19/2025

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
330-353050	FUND BALANCE	$ 6,258,000	$ (300,000)	$ 5,958,000
		$ 6,258,000	**$ (300,000)**	**$ 5,958,000**

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
3301700-570170	2517200	CAPITAL OUTLAY: MISCELLANEOUS	$ 1,237,283.00	$ 300,000	$ 1,537,283
			$ 1,237,283	**$ 300,000**	**$ 1,537,283**

Explanation

Budget Amendment Number 1 appropriates a portion of the fund balance of the Sales Tax Capital Improvements Fund to provide additional funding for Project 2517200, Purchase Property for Municipal Services Building.

Approved by the City Council
Tuesday, August 19, 2025

Attest by City Clerk

Mayor, Debra Wimpee

Curtis Green

City of Broken Arrow

Request for Action

File #: 25-1206, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Approval of and authorization to execute a 5-year contract with Brinc, a sole source provider, for the Lemur Safeguard Program for the Police Department

Background:
The police department continues to use drone technology during critical incidents with great success including the Special Operations Team. The use of this technology allows for observation of structures during armed and barricaded calls in lieu of human operators which enhances officer safety.

The Lemur Safeguard Program is a 5-year contract which includes the Lemur 2 drone and accessories. In addition, it provides repairs and replacements as well as a hardware refresh every 2 years. As technology continues to advance in this realm, the contract allows the department to ensure the latest upgrades from Brinc.

Brinc is a sole-source provider for this drone which offers daytime and night vision, the creation of floorplans, glass breaking capability, 2-way communication, mesh networking and offsite access.

The initial cost of this contract will be through the funding of a capital improvement project. The subsequent years will be paid for out of the operational budget.

Cost: $99.995.00 (FY 26 Cost - $19,999.00)

Funding Source: Public Safety Sales Tax Project 2630160

Requested By: Lance Arnold, Chief of Police

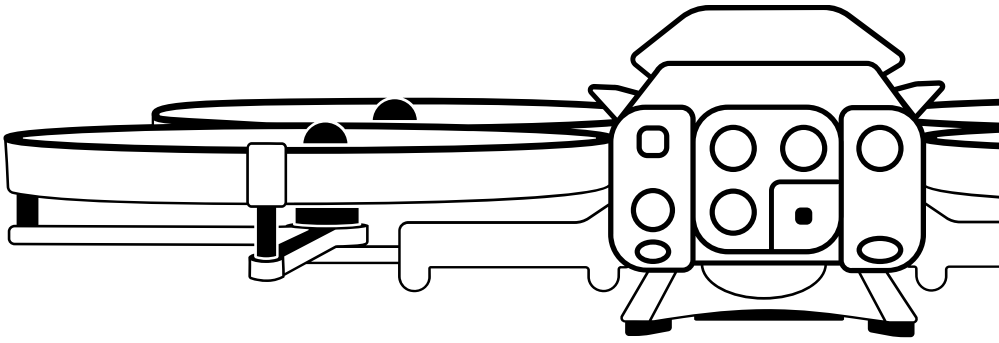
Approved By: City Manager's Office

Attachments: Brinc Quote, Sole Source Letter, Master Services and Purchasing Agreement

Recommendation:
Approve of and authorize to enter a contract with Brinc for the Lemur Safeguard Program for the Police Department

brinc

BRINC Drones, Inc
3668 Albion Pl N.
Seattle, WA 98103
United States of America



To Whom It May Concern,

This letter is confirmation that the LEMUR 2 is a sole source product manufactured, sold and distributed to State and Local Law Enforcement Agencies exclusively by BRINC Drones, Inc. There are no other authorized distributors for the LEMUR 2. If a law enforcement agency in the United States purchases a LEMUR 2 drone from any unauthorized entity other than BRINC, then any manufacturer's warranty on the LEMUR 2 drone is null and void and BRINC has no obligation to provide support for such device.

The LEMUR 2 is a novel product, with key capabilities that no other product or vendor can offer, including:

1/ **4K Day Time, Night Vision & Thermal Sensors**, with a FLIR Lepton® sensor onboard, white light strobe light and night vision illuminator.

2/ **Makes Realtime Floorplans**, which is streamed to the controller as a 2D map and the accompanying BRINC LiveOps platform as a 3D map.

3/ **Glass Breaker Attachment**, for making entry into structures or ventilating buildings.

4/ **2-Way Communications**, where officers can call the drone to communicate through the LEMUR 2's integrated microphone and loudspeaker.

5/ **Mesh Networking**, each LEMUR 2 meshes with other drones, controllers and body born radios for extended range in complex scenarios.

6/ **Offsite Access**, via an optional 4G connection, LEMUR 2 streams a live video feed and map data to the accompanying BRINC LiveOps web app.

brinc

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Services and Purchasing Agreement ("**Agreement**") is between BRINC Drones, Inc., a Delaware corporation ("**BRINC**"), and the agency listed in the signature block or, if no agency is listed, the agency executing an Order Form that references this Agreement ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Order Form referencing this Agreement ("**Effective Date**"). This Agreement will govern future purchases by Agency for the same BRINC Devices and Services in the Order Form.

The Parties agree as follows:

1. Definitions

In addition to capitalized terms defined elsewhere in this Agreement, these following terms have the following meanings:

1.1. "**BRINC Live Operations**" means BRINC's streaming services for BRINC data streaming and interactions between BRINC Devices and/or BRINC client software.

1.2. "**BRINC Device**" means all hardware provided by BRINC under this Agreement.

1.3. "**Documentation**" means specifications, user manuals, warnings, and other materials relating to the BRINC Devices or Services provided or made available by BRINC to Agency, as may be modified by BRINC from time to time.

1.4. "**Fees**" means the fees payable by Agency as set forth in an Order Form.

1.5. "**Order Form**" means each written order specifying the BRINC Devices and Services to be provided under this Agreement and applicable Fees, that is entered into between Agency and BRINC.

1.6. "**Services**"means all services provided by BRINC under this Agreement, including software, BRINC Live Operations, and professional services.

1.7. "**Subscription Term**" means the period specified in an Order Form during which Agency will have access to the Services.

1.8. "**Third-Party Services**" means separate hardware, services, or applications procured by Agency from a party other than BRINC that can be used in connection with the Services.

2. Term and Termination

2.1. Term. This Agreement begins on the Effective Date and continues as long as any Order Form remains in effect ("**Term**"). BRINC will not authorize services until BRINC receives a signed Order Form or accepts a purchase order, whichever is first.

2.2. Term of Order Forms. Unless otherwise stated in the applicable Order Form, (a) the initial Subscription Term of each Order Form begins on the effective date of such Order Form and continue for the Subscription Term stated in the Order Form; and (b) the Subscription Term will automatically renew for a Subscription Term equivalent to the initial Subscription Term, unless either party provides the other party with written notice of non-renewal at least 30 days before the end of the then-current Subscription Term.

2.3. Termination for Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to BRINC's uncured breach, BRINC will refund prepaid amounts on a prorated basis based on the effective date of termination.

2.4. Termination by Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

2.5. Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all Fees incurred before the effective date of termination. If Agency purchases BRINC Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, BRINC will invoice Agency the difference between the MSRP for BRINC Devices received, including any spare BRINC Devices, and amounts paid towards those BRINC Devices. Only if terminating for non-appropriation, Agency may return BRINC Devices to BRINC within 30 days of termination. MSRP is the standalone price of the individual BRINC Device at the time of sale. For bundled BRINC Devices, MSRP is the standalone price of all individual components.

2.6. Survival. The sections titled "Effect of Termination," "Survival," "Fees, Payment, and Shipping," "Confidentiality," "Disclaimers," "Proprietary Rights," "IP Indemnification," "Limitation of Liability," and "Miscellaneous" will survive any termination or expiration of this Agreement.

3. **Fees, Payment, and Shipping**

3.1. Fees. Unless otherwise stated in the relevant Order Form, BRINC will invoice Agency upon shipment of the BRINC Devices in the Order Form, and payment is due within 30 days from the invoice date. For all Subscription Fees, BRINC will invoice Agency annually on the anniversary of the initial invoice. Payment obligations are non-cancelable. Unless otherwise stated in an Order Form, BRINC may increase the Fees upon renewal of each Order Form Subscription Term by providing written notice to Agency at least 45 days before the commencement of the applicable renewal Subscription Term.

3.2. Late Payments. If BRINC does not receive any invoiced amount by the invoice due date, then without limiting BRINC's rights or remedies, BRINC may, unless prohibited by law, charge Agency late interest fees at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law, plus all expenses of collection, including reasonable attorneys' fees.

3.3. Payment Disputes. BRINC will not exercise its rights under the "Late Payments" section above if Agency disputes the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

3.4. Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency provides BRINC a valid tax exemption certificate.

3.5. Refunds. All sales are final. BRINC does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. Agency will pay invoices without setoff, deduction, or withholding.

3.6. Shipping. BRINC may make partial shipments and ship BRINC Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon BRINC's delivery to the common carrier. Agency will pay any shipping charges in the Order Form. Changes in the estimated ship date may change charges in the Order Form. Shipping dates are estimates only. BRINC is not responsible for typographical errors in any offer by BRINC, and BRINC may cancel any orders resulting from such errors. Orders are subject to prior credit approval.

4. **Hardware Warranties and Disclaimers**

4.1. Hardware Warranty. BRINC warrants that BRINC manufactured Devices are free from defects in workmanship and materials for one year from the date of Agency's receipt. For BRINC manufactured Devices purchased by Agency under the BRINC Support Program, BRINC warrants such BRINC Devices are free from defects in workmanship and materials from the date of Agency's receipt for the duration of the BRINC Support Program term.

4.2. Disclaimers. **Except as expressly provided herein, BRINC provides all software and Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Third-Party Services are not covered by BRINC's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

4.3. Claims. If BRINC receives a valid warranty claim for a BRINC manufactured Device during the warranty term, BRINC's sole responsibility is to repair or replace such Device with the same or like BRINC manufactured Device, at BRINC's option. A replacement BRINC-Manufactured Device will be new or like new. The warranty of the replacement BRINC manufactured Device will be the longer of (a) the remaining warranty of the original BRINC manufactured Device or (b) 90-days from the date of repair or replacement.

4.4. Exclusions. BRINC's warranty excludes damage related to: (a) failure to follow BRINC Device use instructions; (b) BRINC Devices used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Device; (d) force majeure; (e) BRINC Devices repaired or modified by persons other than BRINC without BRINC's written permission; or (f) BRINC Devices with a defaced or removed serial number. BRINC's warranty will be void if Agency resells BRINC Devices.

4.5. Replacement Device. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes BRINC's property. Before delivering a BRINC Device for service, Agency must download BRINC Device data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Device sent to BRINC for service.

4.6. Spare BRINC Devices. At BRINC's reasonable discretion, BRINC may provide Agency a predetermined number of spare BRINC Devices. Spare BRINC Devices are intended to replace broken or non-functioning units while BRINC repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Devices shall pass to Agency as described in the "Shipping" section.

5. **Confidentiality**

5.1. Definition of Confidential Information. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. To the extent permissible by law, including the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) BRINC pricing is Confidential Information and competition sensitive.

5.2. Protection of Confidential Information. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter.

5.3. Disclosure. Either party may disclose Confidential Information to the extent required by law, including the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.), provided that the receiving party gives the disclosing party reasonable advance notice of such disclosure and cooperates with the disclosing party so the disclosing party may obtain appropriate treatment for such Confidential Information. If Agency receives a public records request to disclose BRINC Confidential Information, to the extent allowed by law, Agency will provide notice to BRINC before disclosure. Nothing in this Agreement shall require Agency to withhold information tat is public record under Oklahoma law or to violate the Oklahoma Open Records Act. BRINC may publicly announce information related to this Agreement.

6. **Proprietary Rights**

6.1. BRINC Device and Services. BRINC and its licensors own and reserve all right, title, and interest in BRINC Devices, Services, and Documentation, including all related intellectual property rights, underlying technology, derivative works, modifications, or improvements of any of the foregoing. No rights are granted to Agency hereunder other than as expressly stated herein.

6.2. Feedback. Agency hereby grants BRINC a perpetual, irrevocable, royalty-free and fully paid right to use and otherwise exploit in any manner any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Agency related to the BRINC Devices or Services or other BRINC products or services.

7. **Limitation of Liability**

7.1. Exclusion of Certain Types of Damages. Except to the extent prohibited by law, neither party will have any liability arising out of or related to this Agreement for any indirect, exemplary, incidental, special, punitive, cover, business interruption, lost profit, or consequential damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or has been advised of the possibility of such damages or if a party's remedy otherwise fails of its essential purpose. Nothing in this Agreement shall be construed as a waiver of governmental immunity under the Oklahoma Governmental Tort Claims Act (51 O.S. §151 et seq.) or other applicable Oklahoma law.

7.2. Liability Cap. Except for amounts payable under BRINC's intellectual property indemnification obligations under "IP Indemnification", in no event will the aggregate total liability of either party arising out of or related to this Agreement exceed the purchase price paid to BRINC for the BRINC Device, or if for Services, the amount paid for such Services over the 12 months

preceding the claim. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability but will not limit Agency' payment obligations under the "Fees and Payments" section above. In the event Agency modifies a BRINC Device, BRINC will have no liability to Agency for any damages resulting from the use of such modified BRINC Device. The foregoing limitations shall not apply to claims subject to the Oklahoma Governmental Tort Claims Act, and nothing herein waives Agency's immunities or defenses under Oklahoma law.

8. **IP Indemnification**

8.1. Indemnification by BRINC. BRINC will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of BRINC Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide BRINC with written notice of such claim, tender to BRINC the defense or settlement of such claim at BRINC's expense and cooperate fully with BRINC in the defense or settlement of such claim. BRINC's IP indemnification obligations do not apply to claims based on (a) modification of BRINC Devices or Services by Agency or a third-party not approved by BRINC; (b) use of BRINC Devices and Services in combination with hardware or services not approved by BRINC; (c) use of BRINC Devices and Services other than as permitted in this Agreement; or (d) use of BRINC software that is not the most current release provided by BRINC.

8.2. Sole and Exclusive Remedy. If BRINC receives information about an infringement or misappropriation claim related to BRINC Devices or Services, BRINC may and at no cost to Agency: (i) modify the BRINC Devices or Services so that they are no longer claimed to infringe or misappropriate; (ii) obtain a license for Agency's continued use of the BRINC Devices or Services in accordance with this Agreement; or (iii) terminate Agency's subscriptions for the BRINC Devices or Services upon 30 days' written notice and refund Agency any prepaid fees covering the remainder of the subscription term of the terminated Services. This Indemnification section sets forth BRINC's sole liability to, and the Agency's exclusive remedy against, BRINC for the third-party claims described herein.

9. **Additional Offerings; Changes to Offerings**

9.1. Online Support Platforms. Use of BRINC's online support platforms (simulator) is governed by the BRINC Simulator Terms of Use Appendix.

9.2. New offerings. New devices and services may require additional terms.

9.3. Design Changes. BRINC may make design changes to any BRINC Device or Service without notifying Agency or making the same change to BRINC Devices and Services previously purchased by Agency. Any such design changes will not materially decrease the overall functionality of the Services or BRINC Devices.

9.4. Bundled Offerings. If Agency purchases a bundled offering from BRINC and (i) some offerings in the bundle are not currently available at the time of purchase, or (ii) Agency elects not to utilize any portion of the bundle, BRINC will not provide a refund, credit, or additional discount beyond what is in the Order Form.

10. **Use of BRINC Devices and Services**

10.1. Third-Party Software and Services. Agency may integrate BRINC Devices or Services with Third-Party Services. The terms and conditions governing Agency's access, use, and exchange of data with Third-Party Services is solely between Agency and the Third-Party Services provider. BRINC does not endorse or support and is not responsible for Third-Party Services. Agency is solely responsible and liable for its use of Third-Party Services. BRINC has no obligation to support any integration of Third-Party Services with the Services and may cease any integrations of Third-Party Services at any time.

10.2. Agency Responsibilities. Agency is responsible for (a) Agency's use of BRINC Devices and Services; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of BRINC Devices; (d) ensuring BRINC Devices are destroyed and disposed of securely and sustainably at Agency's cost; (e) any regulatory violations or fines, as a result of improper use, destruction, or disposal of BRINC Devices; and (f) ensuring no modifications are made to weaponize the BRINC Device.

11. Donations and Beta Tests

11.1. Charitable Donations. Upon mutual agreement between BRINC and Agency, BRINC may provide certain products and services to Agency, as a charitable donation. By accepting a charitable donation, Agency represents and warrants that it may do so under applicable law. BRINC may publicly announce its participation in any such charitable donation and use Agency's name in marketing materials. BRINC may terminate the charitable program without cause immediately upon notice to the Agency.

11.2. Free Trials and Beta Testing. BRINC may offer optional free trial or beta access to BRINC Services or Devices. Use of free trials and betas is only for Agency's internal evaluation during a 30-day period, unless otherwise specified in writing by BRINC. Either party may terminate Agency's use of free trials and betas at any time for any reason.

11.3. Limitations. Trials and betas may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, BRINC offers no warranty, indemnity, or support for free trials and betas or charitable donations, and its liability for such use will not exceed US$1,000.

12. Miscellaneous

12.1. Force Majeure. Except for Agency's obligation to pay Fees owed, neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

12.2. Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

12.3. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.4. Cooperative Purchasing. To the extent legally allowed, Agency will permit other governmental agencies to utilize this Agreement under the same terms and conditions to purchase the same Services and BRINC Devices described in the Order Form.

12.5. Insurance. BRINC will maintain General Liability and Workers' Compensation insurance. Upon request, BRINC will supply certificates of insurance.

12.6. Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

12.7. U.S. Government Restricted Rights. If Agency is a U.S. federal government department or agency or contracting on behalf of such department or agency, the Services are a "Commercial Product" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to Agency with only those rights as provided under the terms and conditions of this Agreement.

12.8. Export Compliance. Each Party will comply with all import and export control laws and regulations.

12.9. Anti-Bribery. Neither party has received or been offered any illegal or improper bribe, rebate, payoff, influence payment, kickback, or other thing of value from an employee or agent of the other party in connection with this Agreement.

12.10. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. BRINC may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

12.11. Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

12.12. Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

12.13. Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

12.14. Notices. All notices required or permitted under this Agreement must be in English and delivered in writing. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with BRINC. Notices to BRINC shall be provided to BRINC Drones Inc, Inc., Attn: Legal, 1055 N. 38th St. Seattle, WA 98103.

12.15. Entire Agreement. This Agreement, including any Order Form(s) or SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This

Agreement may only be modified or amended in a writing signed by the Parties. Any terms within the Agency's purchase order in response to an Order Form will be void.

12.16. Counterparts. If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

Agency	**BRINC Drones, Inc.**
Signature _____	Signature Manoj Mohan (Aug 13, 2025 16:51:30 PDT)
Name _____	Name Manoj Mohan
Title _____	Title Chief Growth Officer
Date _____	Date Aug 13, 2025

Trevor Dennis

Broken Arrow

8/14/2025

BRINC Training Appendix

This BRINC Training Appendix applies to Agency's purchase of BRINC training services.

1. **Use of Training Services**. If Agency purchases any BRINC training services, Agency must schedule such services within 30 days of the Effective Date.

2. **End user go-live training and support sessions**.

2.1. BRINC Go-Live Ground School and BRINC Lemur Simulator. If Agency purchases this training services package, BRINC's training will include the following:

- BRINC Lemur Simulator Controller, set-up and operation of BRINC Lemur Simulator.
- Structured training on device standard and emergency operations.
- In-depth device charging, troubleshooting and maintenance steps.
- Operational best practice with the respective device.
- Reality-based scenario training.
- Emergency operations with the respective device.
- Hands-on assistance with set-up and integration.
- Support sessions

2.2. BRINC Lemur Familiarization and Overview and BRINC Lemur Simulator. If Agency purchases this training services package, BRINC's training will include the following:

- BRINC Lemur Simulator Controller, set-up and operation of BRINC Lemur Simulator.
- Virtual overview of device nomenclature, basic and emergency operations, charging, routine maintenance and description of basic integration of the respective device.
- Support sessions

3. **Delivery of Training**

3.1. Timing. BRINC personnel will perform all training Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed to in writing.

3.2. On-Site Training. If BRINC will be performing training at Agency's location, Agency is responsible for ensuring the site is suitable for training. If the training is scheduled for multiple days, the training days must be scheduled consecutively.

BRINC Support Program Appendix

If Agency purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

1. **BRINC Support Program**. The BRINC Support Program is an extended full-service warranty that starts on the Subscription Term and terminates as detailed in the Order Form. The extended warranty includes unlimited repairs on BRINC Devices and unlimited replacements for any Lemur Airframe that BRINC is unable to repair between hardware Upgrades. For BRINC Ball, BRINC will provide unlimited repairs and replacements for any BRINC Ball that BRINC is unable to repair between Upgrades. Agency is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video).

2. **BRINC Support Program Upgrade**. If Agency has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Agency a new BRINC Lemur Drone and/or BRINC Ball as scheduled in the Order Form ("**Upgrade**"). If Agency purchased BRINC Support Program, BRINC will provide a Lemur Drone and/or BRINC Ball Upgrade that is the same or like BRINC Device, at BRINC's option. BRINC makes no guarantee the Upgrade will utilize the same accessories.

3. **Upgrade Delay**. BRINC may ship the Upgrades as scheduled in the Order Form without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Order Form 60 days before the end of the Subscription Term without prior confirmation from Agency.

4. **Upgrade Change**. If Agency wants a different BRINC Device model from the Upgrade offered by BRINC, Agency must pay the price difference between the MSRP for the desired BRINC Device and the MSRP for the Upgrade. If the model Agency desires has an MSRP less than the MSRP of the offered Upgrade, BRINC will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.

5. **Firmware Updates**. BRINC will provide Updates and Upgrades to BRINC Device firmware for as long as a BRINC Device is part of an active Support Program. An "**Update**" is a generally available release that BRINC makes available from time to time. An "**Upgrade**" includes (i) new versions of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included.

6. **Return of Original BRINC Device**. Within 30 days of receiving an Upgrade, Agency must return the original BRINC Devices to BRINC or destroy the BRINC Devices and provide a certificate of destruction to BRINC including serial numbers for the destroyed BRINC Devices. If Agency does not return or destroy the BRINC Devices, BRINC will deactivate the serial numbers for the BRINC Devices received by Agency. If Agency does not return or destroy the BRINC Devices, (i) Agency cannot resell, gift, or donate the BRINC Devices; (ii) Agency will not allow the BRINC Devices to be used for personal use; (iii) Agency must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices.

7. **Termination**. If Agency's payment for BRINC Support Program is more than 30 days past due, BRINC may terminate Agency's BRINC Support Program purchase Once the BRINC Support Program terminates for any reason, then:

7.1. BRINC Support Program coverage terminates as of the date of termination and no refunds will be given.

7.2. BRINC will not and has no obligation to provide Upgrades.

7.3. Agency must make any missed payments due to the termination before Agency may purchase any future BRINC Support Program.

8. **Trade-in**. If the Order Form contains a discount on Lemur related line items, including items related to Support Program Plans, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to BRINC. BRINC will pay shipping costs of the return. If BRINC does not receive Trade-In Units within the timeframe below, BRINC will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

brinc

BRINC Live Operations Appendix

If Agency purchases BRINC Live Operations or a bundle including BRINC Support Program, this appendix applies.

1. BRINC Live Operations Subscription Term.

1.1. As a Bundled Offering. If Agency purchases BRINC Live Operations as part of a bundled offering, the BRINC Live Operations subscription begins on the later of the (1) start date of that bundled offering, or (2) date BRINC provisions BRINC Live Operations to Agency.

1.2. As a Standalone. If Agency purchases BRINC Live Operations as a standalone, the BRINC Live Operations subscription begins the later of the (1) date BRINC provisions BRINC Live Operations to Agency, or (2) first day of the month following the Effective Date.

1.3. End Date. The BRINC Live Operations subscription term will end upon the completion of the Subscription Term as documented in the Order form.

2. **Scope of BRINC Live Operations**. The scope of BRINC Live Operations is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses BRINC Live Operations outside this scope or Agency's data usage suggests use outside of the scope, BRINC may initiate good-faith discussions with Agency on upgrading Agency's BRINC Live Operations to better meet Agency's needs.

3. **Partner Networks**. BRINC Live Operations relies on the support of third-party wireless providers ("**Partner Networks**"). Partner Networks are made available as-is and the Partner Networks make no warranties or representations as to the availability or quality of roaming service provided by the Partner Networks. The Partner Networks will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying Partner Network or its affiliates or contractors, and Agency is not a third-party beneficiary of any agreement between BRINC and Partner Networks.

4. **Data Plan**. BRINC is responsible for handling all customer satisfaction issues related to the Data Plan, for which the BRINC provided SIM card is integral to its operation. BRINC will invoice Agency for Data Plan and SIM card directly. The Data Plan utilizes Partner Networks, but BRINC will be responsible for all network related issues.

5. **Termination**. Upon termination of this Agreement or applicable Order Form, or if Agency stops paying for BRINC Live Operations or a bundle that includes BRINC Live Operations, BRINC will end BRINC Live Operations services, including any BRINC-provided LTE service.

BRINC Simulator Terms of Use Appendix

If Agency purchases the BRINC Simulator, this appendix applies. The following terms and conditions ("**Terms**") govern your access to and use of the **Orqa Enterprise UAV Flight Simulator - BRINC Edition** software ("**Simulator**") offered by Orqa ("**Company**") as a tool to assist in training professional operators of Unmanned Aerial Vehicles (UAVs). By accessing or using the Simulator, you agree to be bound by these Terms. BRINC will manage and service all aspects of the simulator. BRINC will invoice Agency for the simulator directly. The simulator relies on technology of a third party, however BRINC will be responsible for all issues related to the simulator.

1. **Account Registration.** To access the Simulator, you must create an account by providing your email address and password. You are solely responsible for maintaining the confidentiality of your account information, and you agree to notify the Company immediately if you become aware of any unauthorized use of your account.

2. **Use of Simulator.** The Simulator is designed as a supporting tool for training purposes and should be used in conjunction with sufficient training on real UAVs in realistic operational environments. You may use the Simulator only for lawful purposes and in accordance with these Terms. You may not use the Simulator in any way that could damage, disable, overburden, or impair the Company's servers or networks, or interfere with any other party's use and enjoyment of the Simulator.

3. **Proprietary Rights.** The Simulator and its entire contents, features, and functionality are owned by the Company or its licensors and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You may not use, reproduce, modify, distribute, transmit, display, perform, or create derivative works of any of the Simulator's content or features without the prior written consent of the Company.

4. **Confidentiality.** The Company will store your account information, including your email address and password, on a third-party cloud hosting service (such as Cloudflare, AWS, Azure, or others). The Company will take reasonable measures to protect the confidentiality and security of your account information but cannot guarantee that unauthorized third parties will never be able to defeat those measures or access your information.

5. **Disclaimer of Warranties**. The Company makes no warranties or representations about the accuracy or completeness of the Simulator's content, or the content of any sites linked to the Simulator. The Simulator is provided "as is" and "as available" without any express or implied warranties of any kind, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Company does not warrant that the Simulator will be uninterrupted or error-free, that Simulator will be compatible with third-party software or hardware, that any errors in the Simulator will be corrected, or that the Simulator or the server that makes it available are free of viruses or other harmful components. All information provided on the web site(s) related to the Simulator are subject to change without notice. Company disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the Simulator and/or any Company services. You assume total responsibility for your use of the Simulator and any sites related to the Simulator. Your sole remedy against Company for dissatisfaction with the Simulator or any content related to the Simulator is to stop using the Simulator or any such content. This limitation of relief is a part of the bargain between the parties. No oral or written statement or advice provided by the Company, or any authorized representative shall create a warranty.

6. **Limitation of Liability**. In no event shall the Company, its affiliates, officers, directors, employees, agents, or licensors be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with the use of the Simulator or the inability to use the Simulator, whether based on contract, tort, strict liability, or any other theory of liability, even if the Company has been advised of the possibility of such damages. The Company shall also not be liable for any damages caused by operators trained using the Simulator.

7. **Governing Law and Jurisdiction**. These Terms shall be governed by the laws of the State of Oklahoma, without reference to conflict of law rules. Any dispute arising from these Terms shall be resolved in accordance with he Governing Law and venue provisions of the main Agreement.

8. **Modification of Terms**. The Company reserves the right, at its sole discretion, to modify or replace these Terms at any time. If we make any material changes, we will notify you by email or by posting a notice on the Simulator's website prior to the effective date of the changes. Your continued use of the Simulator after the effective date of any modifications to these Terms constitutes your acceptance of the modified Terms. We encourage you to review these Terms periodically to stay informed about our practices. If you do not agree to any modified Terms, you must stop using the Simulator. The Company may also, in its sole discretion, discontinue or modify the Simulator at any time without prior notice.

9. **Termination**. The Company reserves the right, in its sole discretion, to terminate or suspend your access to all or any part of the Simulator at any time, with or without notice, for any reason or no reason at all, including but not limited to your breach of these Terms. Upon termination, your right to use the Simulator will immediately cease, and you must promptly destroy all materials downloaded or otherwise obtained from the Simulator, as well as any copies of such materials. The Company shall not be liable to you or any third party for any termination of your access to the Simulator. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The failure of the Company to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.

BRINC MSPA 2025 TAD changes.docx

Final Audit Report 2025-08-13

Created:	2025-08-13
By:	Nolan Sieger (nolan.sieger@brincdrones.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAD1brmCzGDZOwMWSFIrcaJJOp02QVsJ1i

"BRINC MSPA 2025 TAD changes.docx" History

Document created by Nolan Sieger (nolan.sieger@brincdrones.com)
2025-08-13 - 11:14:46 PM GMT

Document emailed to Manoj Mohan (manoj.mohan@brincdrones.com) for signature
2025-08-13 - 11:23:10 PM GMT

Email viewed by Manoj Mohan (manoj.mohan@brincdrones.com)
2025-08-13 - 11:33:23 PM GMT

Document e-signed by Manoj Mohan (manoj.mohan@brincdrones.com)
Signature Date: 2025-08-13 - 11:51:30 PM GMT - Time Source: server

Agreement completed.
2025-08-13 - 11:51:30 PM GMT

Adobe Acrobat Sign

Broken Arrow, OK PD- Lemur Safeguard

Broken Arrow, OK PD
1101 N 6th St
Broken Arrow, OK 74012
United States

Lance Arnold
Chief of Police
larnold@brokenarrowok.gov
918-259-8400

Reference: 20250701-155455690
Quote created: July 1, 2025
Quote expires: September 30, 2025
Quote created by: Mark Lang
Account Executive DFR
mark.lang@brincdrones.com

Any applicable taxes the agency owes will be added when invoicing if they are not included in this quote. If the agency is tax-exempt, please provide documentation to your BRINC Drones point of contact.

SKU	Item & Description	Quantity & Total
L-SG-1	LEMUR Safeguard - 1x LEMUR 2 Kit Including: 1x LEMUR 2 Airframe, 1x Controller, 2x Battery, 1x Charging Kit (1x Power Supply, 2x Chargers, 3x USB-C Cables, 1x Power Supply Cable), 1x Spare Parts Kit, 1x Tool Kit, 1x Hard Case - 1x Accessory Kit Including: 1x Glass Breaker, 1x Dropper, 1x Robot Mount - No Questions Asked Repairs/Replacements - LiveOps Tactical W/ Storage For Duration Of Contract - Hardware Refresh Every 2 Years - Included Training At Every Refresh	1 x $19,999.00 / year for 5 years

Annual subtotal	$19,999.00
Total	**$19,999.00**
Total contract value	**$99,995.00**

Purchase Terms and Bundle Details

This quote is governed by the terms and conditions found in the Brinc Master Services Agreement

Payment Terms: Net 30.

Forms of payment accepted include ACH and wire transfer. VISA, Mastercard, and American Express are accepted on orders less than $3,000.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me



Mark Lang
Account Executive DFR
mark.lang@brincdrones.com

BRINC
3668 Albion Pl N
Seattle, WA 98103
United States

City of Broken Arrow

Request for Action

File #: 25-1149, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Approval of and authorization to execute Change Order No. 2 with Gober Construction LLC for the Concrete Panel Replacement Turtle Creek Phase 2 (ST23030)

Background:
The Concrete Panel Replacement Turtle Creek Phase 2 project is to rehabilitate the neighborhood concrete streets.

Change Order #2 addresses the following additions/deletions/changes to the contract:

- To amend the final contract amount adding additional driveways, concrete panels, storm inlet and moved a fire hydrant.

.

The total cost for Change Order #2 amounts to $6000.00

The additional cost associated with these changes is as follows:

Previous Change Orders:	$6000.00
This Change Order(s):	$51,381.50
Total Cost of Change Orders:	$57,381.50
Original Contract Amount:	$525,489.00
Revised Contract Amount:	$582,870.50
Percent Change in Contract:	10.92%
Applicable to Comp. Bid Act:	1.14%

Cost: $51,381.50

Funding Source: STCI

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

Approved By: City Manager's Office

Attachments: Turtle Creek Phase 2 CO 2 and backup documentation

Recommendation:
Approval of and authorization to execute Change Order #2 with Gober Construction LLC for the Concrete Panel Replacement Turtle Creek Phase 2 (ST23030)

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Public Contract Application for Contractual Changes

Contract Change Order #2

Project Name: Concrete Panel Replacement Turtle Creek 2 | Project Number: ST23030

PO Number: 22501660 | Date of Application: Friday, July 25, 2025

Contractor: Gober Construction | Submitted By: 7/25/2025

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) Additional Driveways, Concrete panels, storm inlet and moved a fire hydrant. See Attached explanation letter.
2)

Change in Contractual Project Time:

1)
2)

Plan Sheets or Additional Documents Attached: ☑ Yes ☐ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
1		Rem & Repl concrete pavement	SY	$ 41.00	247	$ 10,127.00
2		Full Depth PCC patching	SY	$ 325.00	12	$ 3,900.00
3		Rem & Repl Concrete barrier curb	LF	$ 35.00	60	$ 2,100.00
4		Rem & Replace sidewalk	SY	$ 140.00	12	$ 1,680.00
5		Rem & Replace 6" Driveway (HES)	SY	$ 150.00	84	$ 12,600.00
6		Remove & Replace Inlet with CICI des 2A	EA	$ 6,500.00	2	$ 13,000.00
7		subgrade method B	SY	$ 5.00	247	$ 1,235.00
8		Aggregate Base Ttype A	CY	$ 45.00	39	$ 1,755.00
9		Seperator fabric	SY	$ 1.50	323	$ 484.50
10		Fire Hydrant Relocation	EA	$ 1.00	4,500	$ 4,500.00
11						$ -
					Total Change Cost:	$ 51,381.50

Summary of Project Costs

Total Previous Change Orders:	$6,000.00	Original Contract Amount:	$525,489.00
Current Change Order:	$ 51,381.50	Amended Contract Amount:	$582,870.50
Total Cost of Change Orders:	$ 57,381.50	Percent Change in Contract:	10.92%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 2 in the sum of: $ 51,381.50 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Salvador Velazquez	Salvador Velazquez-Esparza	7/28/25
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	8/5/2025
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	8/6/2025
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	8/6/2025
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____ City Clerk: _____

Turtle Creek Phase 2

Explanation of Change order # 2

First, several driveways had existing cracks and were already deteriorated. When we removed the panels in front of these driveways, the driveways broke further, necessitating their complete replacement to ensure safety and durability.

Second, at the corner of Louisville and Aspen Ct, water had been ponding for years—a problem confirmed by Turtle Creek residents and the HOA president. To resolve this, we had to remove additional panels to improve drainage and prevent water accumulation. This was discussed at the public meeting and at our pre-work.

There was also a storm inlet that was old and deteriorated and it caused a safety hazard for drivers and it had to be replaced.

Lastly, there was a fire hydrant located right in the middle of a sidewalk. To make the sidewalk compliant with ADA standards, we had to relocate the hydrant southward to clear the path.

These unforeseen issues made the change order unavoidable. We appreciate your understanding and support as we work to deliver a safe and compliant project.

Best regards,
Renato Ochoa
Contract administrator
Rochoa@brokenarrowok.gov

City of Broken Arrow

Request for Action

File #: 25-1141, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Approval of and authorization to execute a Professional Services Agreement between the City of Broken Arrow and Hall Estill, Attorneys at Law for providing counsel and legal advice regarding Environmental law

Background:
Hall Estill is a well-respected law firm with vast experience in Environmental law. The City Attorney is recommending retention of this firm to provide counsel and legal advice to the City regarding water related issues and case-by-case basis.

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

D. Kenyon Williams, Jr.:	$ 395.00 per hour maximum
Bryan J. Nowlin:	$ 375.00 per hour maximum
Michael D. Graves:	$ 395.00 per hour maximum
Joel P. Johnston:	$ 315.00 per hour maximum
Zachary Brewer:	$ 190.00 per hour maximum

Routine costs such as copying and postage are addressed in the Agreement. Costs and fees for this matter are capped at $25,000.00 and it will expire June 30, 2026.

Cost: Not to Exceed $25,000.00

Funding Source: General Fund

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Professional Services Agreement

Recommendation:
Approve the Professional Services Agreement with Hall Estill and authorize its execution.

PROFESSIONAL SERVICES AGREEMENT

This Professional Service Agreement (Agreement) is made and entered into by and between the City of Broken Arrow, a municipal corporation (City), and Hall Estill, Attorneys at Law, 521 East 2nd Street, Suite 1200, Tulsa, Oklahoma 74120 ("Outside Counsel").

I. PURPOSE OF REPRESENTATION

City has retained Outside Counsel to provide counsel and legal advice to the City regarding administrative, environmental, water related issues and on a case-by-case basis.

II. OUTSIDE COUNSEL REPORTS TO CITY ATTORNEY

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

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

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

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

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

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

III. CONFLICT OF INTEREST

Outside Counsel must conduct a conflict check covering potential and actual conflicts of interest before accepting a specific case or engagement. Outside Counsel must promptly notify the City Attorney in writing of all actual or potential conflicts. Outside Counsel must disclose past or present representation of a client associated directly, indirectly, actually, or potentially with the subject of the representation. No waiver of an actual or potential conflict will be valid unless in writing and executed by the identified conflict party(ies). Outside Counsel must all obtain any necessary third-party waivers in writing prior to representing the City. Outside Counsel will monitor whether any actual or potential conflicts arise in connection with Outside

Counsel's proposed representation of other defendants while representing the City and shall promptly notify the City Attorney in writing of any such conflicts.

IV. TIMELY ACTION BY OUTSIDE COUNSEL

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

V. FEES AND EXPENSES

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

D. Kenyon Williams, Jr.:	$ 395.00 per hour maximum
Bryan J. Nowlin:	$ 375.00 per hour maximum
Michael D. Graves:	$ 395.00 per hour maximum
Joel P. Johnston:	$ 315.00 per hour maximum
Zachary Brewer, Paralegal:	$ 190.00 per hour maximum

The maximum fees and costs and expenses shall not exceed $25,000.00.

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

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

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

- Administrative overhead, including time spent copying, filing, docketing or calendaring deadlines, attending internal firm meetings for planning or status updates, reviewing or processing this Agreement or invoices for services or expenses rendered under this Agreement, or any clerical or secretarial work,
- Air conditioning and electricity for overtime work,
- Client entertainment,
- Local and suburban telephone calls,
- Refreshments during meetings,
- Meals during meetings or any other time unless associated with pre-approved overnight travel,
- Fees for telecopying other than out-of-pocket long distance telephone charges associated therewith, and

- Off-duty hours while traveling (not to include travel to or from the location of a meeting or hearing by counsel)

VI. SETTLEMENT

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

VII. MALPRACTICE INSURANCE

Outside Counsel shall maintain professional liability insurance acceptable to the City Attorney with appropriate and adequate coverage. Upon request, Outside Counsel shall promptly advise the City if its insurance is canceled or lapses.

VIII. RIGHT TO AUDIT

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

IX. RETENTION OF OUTSIDE COUNSEL

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

X. ACCEPTANCES

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

XI. ASSIGNABILITY OF AGREEMENT

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

XII. INDEPENDENT CONTRACTOR.

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

XIII. APPLICABLE LAW AND VENUE.

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

XIV. TERMINATION

The City may terminate this Agreement upon providing 30 days' notice to Outside Counsel.

XV. TERM

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

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies and is effective as of this _____day of _____, 2025.

SIGNATURES CONTINUED ON THE NEXT PAGE

HALL ESTILL, ATTORNEYS AT LAW

By: _____
Managing Partner

CITY OF BROKEN ARROW, a municipal corporation

By: _____
Debra Wimpee, Mayor

ATTEST:

_____ Date: _____
City Clerk

APPROVED AS TO FORM:

_____
Deputy City Attorney

INTEREST (NON-COLLUSION) AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

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

_____.

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

HALL ESTILL, ATTORNEYS AT LAW

By: _____
Managing Partner

Subscribed and sworn to before me this 4th day of August, 2025.

Notary Public
State of Oklahoma
DANA TREVINO
TULSA COUNTY
COMMISSION #25007412
Comm. Exp. 06-20-2029

_____
Notary Public

My commission expires: 6/20/29

My commission number: 25007412

THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH THE AGREEMENT

AFFIDAVIT OF CLAIMANT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

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

HALL ESTILL, ATTORNEYS AT LAW

By: _____
Managing Partner

Subscribed and sworn to before me this 4th day of August, 2025.

Notary Public
State of Oklahoma
DANA TREVINO
TULSA COUNTY
COMMISSION #25007412
Comm. Exp. 08-20-2029

_____
Notary Public

My commission expires: 6/20/29

My commission number: 25007412

THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH EACH INVOICE

City of Broken Arrow

Request for Action

File #: 25-961, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Approval of and authorization to execute Change Order No. 2 with Scissor Tail Construction LLC for the Broken Arrow Public Safety Complex Fire Department Annex Building Project (191711)

Background:
The BAPSC Fire Department Annex Building project is to renovate the existing facility for the Fire Department. This project will add 7 Ambulance bays allowing for the quick resupply of all Ambulances throughout the City of Broken Arrow.

Change Order #2 addresses the following additions/deletions/changes to the contract:

- Adding additional acoustical ceiling tiles to areas not called out, removal of laff and plaster ceilings, removal of concrete floor in decon room to drain properly, removal of existing plumbing, remove faulty restroom chase walls, remove bulkhead inn main corridor to above ceiling height and make it flush with walls.

- There is a 79-day change in contract time.

The total cost for Change Order #2 amounts to $0.00

The additional cost associated with these changes is as follows:

Previous Change Orders:	$0.00
This Change Order(s):	$28,497.07
Total Cost of Change Orders:	$28,497.07
Original Contract Amount:	$939,153.28
Revised Contract Amount:	$967,650.35
Percent Change in Contract:	3.03%
Applicable to Comp. Bid Act:	3.03%

Cost: $28,497.07

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: BAPSC Fire Dept Annex Change Order 2

Recommendation:
Approve and authorize execution of Change Order #2 with Scissor Tail Construction LLC for the Broken Arrow Public Safety Complex Fire Department Annex Building Project (191711)

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Public Contract Application for Contractual Changes
Contract Change Order #2

Project Name:	BAPSC FD Annex Building	Project Number:	191711
PO Number:	22503344	Date of Application:	Friday, July 25, 2025
Contractor:	Scissor Tail Construction	Submitted By:	Mike Baxter

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) This change order is in reference to additional work needed that is not in the scope of the contract. Items include adding additional acoustical ceilings in ares not called out, removal of laff and plaster ceilings, removal of existing plumbing, and additional demo.
2) See additional sheet for further desciption of each.

Change in Contractual Project Time:

1) No change in contractual time.
2)

Plan Sheets or Additional Documents Attached: ☑ Yes ☐ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity		Total Amount
1		Addition of acoustical ceiling	LS	$2,163.15	1	$	2,163.15
2		Removal of laff and plaster ceilings. Removal of concrete floor in decontamination room 116, and material/labor to pour back sloped floor in decontamination room 116.	LS	$10,227.24	1	$	10,227.24
3		Removal of existing plumbing in building	LS	$3,905.06	1	$	3,905.06
4		Removal and replacement of chase wall in restrooms 107 and 108.	LS	$10,713.98	1	$	10,713.98
5		Demo of existing bulkead in hallway outside of janitor closet 113.	LS	$1,487.64	1	$	1,487.64
					Total Change Cost:	$	28,497.07

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$939,153.28
Current Change Order:	$ 28,497.07	Amended Contract Amount:	$967,650.35
Total Cost of Change Orders:	$ 28,497.07	Percent Change in Contract:	3.03%
Total Cost Applicable to CBA:	$ 28,497.07	Percent Change Applicable to CBA:	3.03%

Change Order Authorization

Change Order # 2 in the sum of: $ 28,497.07 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Mike Baxter	Mike Baxter (Digitally signed by Mike Baxter DN: C=US, E=mike@stcok.net, O=Scissor Tail Construction, CN=Mike Baxter Date: 2025.07.28 13:27:31-05'00')	7/28/2025
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	7/28/2025
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	7/29/2025
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	7/30/2025
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number:_____ City Clerk:_____

BAPSC FD Fire Annex Building

Change Order #2

Item #1- Adding additional acoustical ceiling tile to areas not called out:

* This item is to install additional acoustical ceiling tiles in the following areas:
  - Restrooms 107, 108, and 120 will all receive gypsum waterproof ceiling tiles.
  - Acoustical ceiling tiles will be added in the main corridor that connects both buildings and also in the area outside of restrooms 107 & 108 above the water fountains.

Item #2- Removal of laff and plaster ceilings, removal of concrete floor in Decon room 116, and material/labor to pour back sloped floor in Decon room 116:

- Removal of laff and plaster ceilings in restrooms 107, 108, and 120. Gypsum ceiling tiles will be added in these locations.
- Contractor is to remove the concrete floor in decontamination room 116 to pour back a sloped floor to drain. This is combining the material and labor costs to pour back the sloped floor.

Item #3- Removal of existing plumbing:

- This item is to demo all existing plumbing in the building as plumbing is not in operating condition. Contractor has performed pressure testing and leak tests, which have failed due to the condition of the existing plumbing.

Item #4- Restroom Chase Walls:

- Contractor to remove the chase wall in restrooms 107 and 108. This wall has structural damage. Contractor will replace existing plumbing and frame up a new wall with sheet rock and paint with waterproof epoxy paint.

Item #5- Remove Bulkhead in main corridor to above ceiling height and make it flush with walls:

- Contractor to remove the middle bulkhead in the main corridor not shown on plans. Contractor to remove bulkhead to the deck above 9' ceiling height and make it flush with walls.

City of Broken Arrow

Request for Action

File #: 25-1109, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Approval of and authorization to execute a First Amendment for a 5 year extension on a Lease Agreement at Central Park with T-Mobile USA Tower LLC

Background:
Commencing on December 31, 2031, T-Mobile USA Tower LLC to utilize the cellular tower located at Central Park for an additional 5 years. Whereas the agreement currently in place is set to expire on December 31, 2031. Rent will be $1,800 per month and increase 15% immediately preceding each term. The lessor has the option to renew it for six additional five-year terms that would expire on December 31, 2061. The lessee will pay a one-time signing bonus of $20,000 within 60 days of the full execution of this amendment

Cost: **$0**

Funding Source: None required

Requested By: Scott Carr, Director of Information Technology

Approved By: City Manager's Office

Attachments: T-Mobile Central Park, T-Mobile Central Park 1st Amend, T-Mobile Central Park 1st Amend Memo

Recommendation:
Approve of and authorize the execution of the First Amendment for a five-year extension on Lease Agreement at Central Park with T-Mobile USA Tower LLC

RECORDING REQUESTED BY AND AFTER RECORDING RETURN TO:

Crown Castle
8020 Katy Freeway
Houston, Texas 77024

PREPARED OUT-OF-STATE BY:

Serena A. Kramer
Cokinos | Young
1221 Lamar, 16th Floor
Houston, Texas 77010

Tax Parcel No.: 98414-84-14-08500

Cross-Reference: Document No. 2007068103,
Official Public Records of
Tulsa County, Oklahoma

MEMORANDUM OF FIRST AMENDMENT TO SITE USE/LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO SITE USE/LEASE AGREEMENT (the "Memorandum"), dated as of the last of the signature dates below (the "Effective Date") by and between the **CITY OF BROKEN ARROW, OKLAHOMA**, an Oklahoma municipal corporation ("Lessor"), having a mailing address of P. O. Box 610, Broken Arrow, Oklahoma 74013 Attention: City Manager, and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company ("Lessee"), by CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact, having a mailing address of Attn: Legal Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

W I T N E S S E T H:

WHEREAS, Lessor and T-Mobile Central LLC, a Delaware limited liability company ("Original Lessee"), as predecessor in interest to Lessee, entered into that certain Site Use/Lease Agreement dated August 7, 2006 ("Lease"), whereby Lessor leased to Original Lessee a portion of land consisting of (i) a tower compound of approximately one hundred (100) square feet and (ii) an equipment compound of approximately three hundred twenty (320) square feet in Tulsa County, Oklahoma, together with access and utility easements thereto (the "Premises"), as more particularly described in Exhibit A attached hereto and in the Lease, a memorandum of which was recorded as Document No. 2007068103 in the Official Public Records of Tulsa County, Oklahoma; and

WHEREAS, Lessor and Lessee entered into that certain First Amendment to Site Use/Lease Agreement dated as of the day hereof (the "Amendment"), in order to, among other things, extend the term of the Lease, all upon the terms and conditions more fully set forth therein.

NOW THEREFORE, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the undersigned parties, intending to be bound, agreed in the Amendment as follows:

1. **Recitals; Defined Terms**. The parties acknowledge the accuracy of the foregoing recitals, each of which is incorporated herein as if fully rewritten herein. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. **Renewal Terms**. The Lease was modified in the Amendment to provide for six (6) additional terms of five (5) years each (the final such Renewal Term, unless the Lease is terminated sooner, will expire December 31, 2061), upon the terms and conditions set forth in the Lease (as amended).

3. **Remainder of Lease Unaffected**. Except as expressly modified by the Amendment, the Lease remains unchanged and in full force and effect.

4. **Lease Controls**. This Memorandum summarizes, for purposes of the public record, certain rights granted to Lessee in the Lease by virtue of the Amendment, and this Memorandum does not and it should not be interpreted to amend, amplify or diminish any of the terms and provisions contained in the Lease (as amended). The parties agree and intend that the terms and provisions contained in the Lease (as amended) shall control in the event of any conflict between any sentence contained in this Memorandum and the terms and provisions contained in the Lease (as amended).

5. **Counterparts**. This Memorandum may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or same counterpart.

6. **Recordation**. Lessee, at its cost and expense, shall have the right to record this Memorandum in the public records of Tulsa County, Oklahoma, upon the terms and conditions set forth in the Amendment.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum to be effective as of the Effective Date.

Approved as to Form:

_____
Assistant City Attorney

Print Name: _____

LESSOR:

CITY OF BROKEN ARROW, OKLAHOMA,
an Oklahoma municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Attested:

_____
City Clerk (Seal)

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

The foregoing Memorandum of First Amendment to Site Use/Lease Agreement was acknowledged before me this ____ day of _____, 2025, by _____, as the _____ of the **CITY OF BROKEN ARROW, OKLAHOMA**, an Oklahoma municipal corporation, for and on behalf of said municipality and for the consideration, intent and purposes set forth in the foregoing Memorandum of First Amendment to Site Use/Lease Agreement. He/She is personally known to me or has produced _____ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer on the date set forth above.

_____
Signature of Notary Public

_____
Printed Name of Notary Public:

My Commission Expires: _____ [Seal]

LESSEE:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
its Attorney-in-Fact

By: _____
Name: Mandy Hebert
Title: Mgr Real Estate
Date: JUL 10 2025

STATE OF Texas §
§
COUNTY OF Harris §

The foregoing Memorandum of First Amendment to Site Use/Lease Agreement was acknowledged before me this 10th day of July, 2025, by Mandy Hebert, as the Mgr Real Estate of CCTMO LLC, a Delaware limited liability company, the Attorney-in-Fact of **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, for and on behalf of said entities and for the consideration, intent and purposes set forth in the foregoing Memorandum of First Amendment to Site Use/Lease Agreement. He/She is personally known to me or has produced _____ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer on the date set forth above.

_____
Signature of Notary Public

Blaine Traylor
Printed Name of Notary Public:

My Commission Expires: 02-14-2028

[Seal]

BLAINE TRAYLOR
Notary Public, State of Texas
Comm. Expires 02-14-2028
Notary ID 134763816

EXHIBIT A

TOWER AREA DESCRIPTION
A tract of land lying in and being a part of the Northwest Quarter (NW/4) of Section Fourteen (14), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma, being more particularly described as follows: Commencing at the Northeast corner of Lot Twenty-one (21), Home Gardens Second Addition to Broken Arrow; Thence South 24°51'50" West a distance of 667.06 feet to the point of beginning; Thence South 29°26'53" East a distance of 10.00 feet; Thence South 60°33'07" West a distance of 10.00 feet; Thence North 29°26'53" West a distance of 10.00 feet; Thence North 60°33'07" East a distance of 10.00 feet to the point of beginning. Containing 100 square feet.

LEASE AREA DESCRIPTION
A tract of land lying in and being a part of the Northwest Quarter (NW/4) of Section Fourteen (14), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma, being more particularly described as follows: Commencing at the Northeast corner of Lot Twenty-one (21), Home Gardens Second Addition to Broken Arrow; Thence South 24°51'50" West a distance of 667.06 feet to the Northeast corner of the above described tower area; Thence South 60°33'07" West, along the North line of said tower area, a distance of 10.00 feet to the point of beginning; Thence South 29°26'53" East a distance of 16.00 feet; Thence South 60°33'07" West a distance of 20.00 feet; Thence North 29°26'53" West a distance of 16.00 feet; Thence North 60°33'07" East a distance of 20.00 feet to the point of beginning. Containing 320 square feet.

ACCESS EASEMENT DESCRIPTION
A Twenty feet (20') wide easement for ingress and egress across the Northwest Quarter (NW/4) of Section Fourteen (14), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma.

UTILITY EASEMENT DESCRIPTION
A Ten feet (10') wide easement for utility purposes across the Northwest Quarter (NW/4) of Section Fourteen (14), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma.

FIRST AMENDMENT TO SITE USE/LEASE AGREEMENT

THIS FIRST AMENDMENT TO SITE USE/LEASE AGREEMENT (this "Amendment") dated as of the last of the signature dates below (the "Effective Date") by and between the **CITY OF BROKEN ARROW, OKLAHOMA**, an Oklahoma municipal corporation ("Lessor"), having a mailing address of P. O. Box 610, Broken Arrow, Oklahoma 74013 Attention: City Manager, and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company ("Lessee"), by CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact, having a mailing address of Attn: Legal Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

W I T N E S S E T H:

WHEREAS, Lessor and T-Mobile Central LLC, a Delaware limited liability company ("Original Lessee"), as predecessor in interest to Lessee, entered into that certain Site Use/Lease Agreement dated August 7, 2006 ("Lease"), whereby Lessor leased to Original Lessee a portion of land consisting of (i) a tower compound of approximately one hundred (100) square feet and (ii) an equipment compound of approximately three hundred twenty (320) square feet in Tulsa County, Oklahoma, together with access and utility easements thereto (the "Premises"), as more particularly described in Exhibit A attached hereto and in the Lease, a memorandum of which was recorded as Document No. 2007068103 in the Official Public Records of Tulsa County, Oklahoma; and

WHEREAS, the Lease has an Initial Term and Renewal Terms that will expire on December 31, 2031 (the "Original Term"), and Lessor and Lessee desire to enter into this Amendment in order to amend the Lease to, among other things, provide for additional Renewal Terms beyond the Original Term.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Recitals; Defined Terms**. The parties acknowledge the accuracy of the foregoing recitals, each of which is incorporated herein as if fully rewritten herein. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. **Lease Term**. Section 5 of the Lease is hereby amended by deleting the first (1st) sentence of the current text and inserting in lieu thereof the following:

> "Lessee shall have the right to extend this Lease for six (6) additional, five (5) year terms (each a "Renewal Term")."

The Original Term and additional Renewal Terms shall be collectively referred to herein as the "Lease Term." The parties acknowledge that pursuant to this Amendment the Lease Term exceeds the Original Term by thirty (30) years and that the final Renewal Term, unless the Lease is terminated sooner, will expire on December 31, 2061.

3. **Rent**. On the first (1st) day of the second (2nd) month following the Effective Date of this Amendment, the monthly Rent will increase to One Thousand Eight Hundred and 00/100 Dollars ($1,800.00) per month. Following such increase, the Rent will continue to adjust pursuant to the terms of the Lease.

4. **Survey**. Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises, including any access and utility easements associated therewith. Lessee shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording, which shall update and replace the existing description of the Premises, at any time prior to or after execution of this Amendment.

5. **Notices**. Section 13 of the Lease is hereby amended by deleting the addresses for Lessee, and inserting in lieu thereof the following:

LESSEE:	T-Mobile USA Tower LLC 12920 SE 38th Street Bellevue, Washington 98006 Attn: Lease Compliance/TU02508A
With a Copy To:	CCTMO LLC Attn: Legal – Real Estate Department Re: Cell Site #823030 – Central Park 2000 Corporate Drive Canonsburg, PA 15317

6. **Signing Bonus**. In further consideration of Lessee entering into this Amendment, Lessee will pay to Lessor a one-time amount of Twenty Thousand and 00/100 Dollars ($20,000.00) for the full execution of this Amendment (and any applicable memorandum of lease and/or amendment) within sixty (60) days of the full execution of this Amendment ("Conditional Lease Amendment Signing Bonus"). In the event that this Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor.

7. **Representations, Warranties and Covenants of Lessor**. Lessor represents, warrants and covenants to Lessee as follows:

(a) Lessor is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Lessor's obligations under the Lease as amended hereby.

(b) Lessee is not currently in default under the Lease, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease.

(c) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and

ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

(d) Lessor acknowledges that the Premises, as defined, shall include any portion of Lessor's property on which communications facilities or other Lessee improvements exist on the Effective Date of this Amendment.

8. **IRS Form W-9**. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Lessee. In the event Lessor's property on which the Premises is located is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rental to the new lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

9. **Construction of Documents**. Each party hereto acknowledges that this Amendment shall not be construed in favor of or against the drafter hereof.

10. **Remainder of Lease Unaffected**. In all other respects, the remainder of the Lease shall remain in full force and effect.

11. **Headings**. The headings contained in this Amendment are for reference purposes only and shall not modify or affect this Amendment in any manner whatsoever.

12. **Entire Lease**. This Amendment supersedes that certain Agreement to Amend Lease by and between Lessor and Lessee dated February 13, 2024 (the "Letter Agreement") and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this Amendment, the terms and conditions in this Amendment shall control.

13. **Counterparts**. This Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

14. **Recordation**. Lessee, at its cost and expense, shall have the right to record a memorandum of this Amendment in the conveyance records of Tulsa County, Oklahoma, at any time following the execution of this Amendment by all parties hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be duly executed as of the Effective Date.

Approved as to Form:

_____
Assistant City Attorney

Print Name: _____

LESSOR:

CITY OF BROKEN ARROW, OKLAHOMA,
an Oklahoma municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Attested:

_____
City Clerk (Seal)

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

The foregoing First Amendment to Site Use/Lease Agreement was acknowledged before me this ____ day of _____, 2025, by _____, as the _____ of the **CITY OF BROKEN ARROW, OKLAHOMA**, an Oklahoma municipal corporation, for and on behalf of said municipality and for the consideration, intent and purposes set forth in the foregoing First Amendment to Site Use/Lease Agreement. He/She is personally known to me or has produced _____ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer on the date set forth above.

_____
Signature of Notary Public

_____
Printed Name of Notary Public:

My Commission Expires: _____ [Seal]

LESSEE:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
its Attorney-in-Fact

By: _____
Name: Mandy Hebert
Title: Mgr Real Estate
Date: JUL 10 2025

STATE OF Texas §
§
COUNTY OF Harris §

The foregoing First Amendment to Site Use/Lease Agreement was acknowledged before me this 10th day of July, 2025, by Mandy Hebert, as the Mgr Real Estate of CCTMO LLC, a Delaware limited liability company, the Attorney-in-Fact of **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, for and on behalf of said entities and for the consideration, intent and purposes set forth in the foregoing First Amendment to Site Use/Lease Agreement. He/She is personally known to me or has produced _____ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer on the date set forth above.

_____
Signature of Notary Public

Blaine Traylor
Printed Name of Notary Public:

My Commission Expires: 02-14-2028

[Seal]

BLAINE TRAYLOR
Notary Public, State of Texas
Comm. Expires 02-14-2028
Notary ID 134763816

EXHIBIT A

TOWER AREA DESCRIPTION
A tract of land lying in and being a part of the Northwest Quarter (NW/4) of Section Fourteen (14), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma, being more particularly described as follows: Commencing at the Northeast corner of Lot Twenty-one (21), Home Gardens Second Addition to Broken Arrow; Thence South 24°51'50" West a distance of 667.06 feet to the point of beginning; Thence South 29°26'53" East a distance of 10.00 feet; Thence South 60°33'07" West a distance of 10.00 feet; Thence North 29°26'53" West a distance of 10.00 feet; Thence North 60°33'07" East a distance of 10.00 feet to the point of beginning. Containing 100 square feet.

LEASE AREA DESCRIPTION
A tract of land lying in and being a part of the Northwest Quarter (NW/4) of Section Fourteen (14), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma, being more particularly described as follows: Commencing at the Northeast corner of Lot Twenty-one (21), Home Gardens Second Addition to Broken Arrow; Thence South 24°51'50" West a distance of 667.06 feet to the Northeast corner of the above described tower area; Thence South 60°33'07" West, along the North line of said tower area, a distance of 10.00 feet to the point of beginning; Thence South 29°26'53" East a distance of 16.00 feet; Thence South 60°33'07" West a distance of 20.00 feet; Thence North 29°26'53" West a distance of 16.00 feet; Thence North 60°33'07" East a distance of 20.00 feet to the point of beginning. Containing 320 square feet.

ACCESS EASEMENT DESCRIPTION
A Twenty feet (20') wide easement for ingress and egress across the Northwest Quarter (NW/4) of Section Fourteen (14), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma.

UTILITY EASEMENT DESCRIPTION
A Ten feet (10') wide easement for utility purposes across the Northwest Quarter (NW/4) of Section Fourteen (14), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma.

T-MOBILE CENTRAL LLC
SITE USE/LEASE AGREEMENT

This Site Use/Lease Agreement (this "**Lease**") is entered into this 7TH day of AUGUST, 2006 ("**Execution Date**"), between the **City of Broken Arrow**, an Oklahoma municipal corporation, 220 South First Street, Broken Arrow, OK 74012 ("**Lessor**"), and **T-Mobile Central LLC**, a Delaware Limited Liability Company ("**Lessee**"), 4533 Enterprise Dr., Oklahoma City, OK 74128.

1. **Premises**.

a. Subject to the following terms and conditions, Lessor leases to Lessee a portion of the real property (the "**Property**") described in the attached **Exhibit A**. Lessee's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached **Exhibit B** (collectively referred to hereinafter as the "**Premises**").

b. The Premises, located in the City of Broken Arrow, County of Tulsa, State of Oklahoma, comprise approximately four hundred (400) square feet.

2. **Term**. The initial term of this Lease shall be Five (5) years, commencing upon the earlier of (i) the first (1st) day of the month in which Lessee commences construction of the Antenna Facilities (hereinafter defined), or (ii) the first (1st) day of the month following the ninetieth (90th) day after execution of this Lease (the "**Commencement Date**"), and terminating upon expiration of the entire term at Midnight on the last day of the first full month following the Commencement Date.

3. **Permitted Use**. The Premises may be used by Lessee only for permitted uses, which are (i) the transmission and reception of communications signals, (ii) the construction, alteration, maintenance repair, replacement and relocation of related facilities, towers, antennas, equipment and buildings, and (iii) activities related to any of the foregoing. Lessee will maintain the Premises in good condition, reasonable wear and tear excepted. Lessor will maintain the property, excluding the Premises, in good condition, reasonable wear and tear excepted. Lessee shall obtain (prior to or after the Commencement Date), at Lessee's expense, all licenses and permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory entities (the "**Governmental Approvals**") and may (prior to or after the Commencement Date) obtain a title report, perform surveys, soils tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that Lessee's use of the Premises will be compatible with Lessee's engineering specifications, system, design, operations and Governmental Approvals. Lessor agrees to reasonably cooperate with Lessee (at no cost to Lessor), where required, to perform such procedures or obtain Governmental Approvals. Lessor agrees that Lessee shall have the right to immediately terminate this Lease without any penalty or liability if Lessee shall not have obtained all Governmental Approvals on or before the Commencement Date specified in paragraph 2 above, provided that Lessee shall have the right, without obligation, to appeal any denial and the contingency date for obtaining Governmental Approvals shall be extended until such time as a final decision is rendered and is not the subject of any further appeal made or defended by Lessee. Lessor agrees that Lessee shall have the right to terminate this Lease without

any penalty or liability if Lessee notifies Lessor of unacceptable results of any radio test, title report or of the survey or soils tests. Lessor also agrees that if, based on the result of any environmental investigation or inquiry, Lessee determines that the condition of the Property is unsatisfactory or if Lessee believes that leasing or continued leasing of the Premises would expose Lessee to undue risks of government action or intervention or third-party liability, Lessee may, without any penalty or liability, immediately terminate this Lease. Upon such termination, this Lease shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

4. **Rent**.

a. Starting on the Commencement Date, Lessee shall pay Lessor, as rent, the sum of one thousand one hundred dollars and no/100 ($1100.00) monthly ("**Rent**"). Lessee shall have the option to pay the Rent in either monthly or annual installments. Once Lessee makes its option of either monthly or annual installment payments, then Lessee shall not change its payment schedule until the next anniversary of the Commencement Date. Should Lessee choose to make monthly installments, the Rent shall be due on the first day of each month after the Commencement Date. Should Lessee choose to make annual installments, the Rent shall be due on or before the Commencement Date, and shall thereafter be due on or before each anniversary date of the Commencement Date, in advance, to Lessor, at Lessor's address specified in paragraph 13 below.

b. If the Commencement Date should be other than the first day of a calendar month (if Lessee elects to make monthly payments), Rent shall be prorated to the end of that calendar month. If this Lease is terminated at a time other than on the last day of a month or the last day of a Lease year, as applicable, the Rent shall be prorated as of the date of termination for any reason other than a default by Lessee, and all prepaid Rents shall be refunded to Lessee.

5. **Renewal**.

a. Lessee shall have the right to extend this Lease for four (4) additional, five-year terms ("**Renewal Term**"). Each Renewal Term shall be on the same terms and conditions as set forth herein except that Rent shall be increased after each term by fifteen percent (15%) of the Rent applicable in the immediately preceding five-year term.

b. This Lease shall automatically renew for each successive Renewal Term unless Lessee shall notify Lessor, in writing, of Lessee's intention not to renew this Lease, at least 60 days prior to the expiration of the term or any Renewal Term.

c. If Lessee shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. **Interference**. Lessee shall not use the Premises in any way that interferes with the use of the Property by Lessor, or tenants or licensees of Lessor with rights to the Property prior in time to Lessee's (subject to Lessee's rights under this Lease, including non-interference). Similarly, Lessor shall not use, nor shall Lessor permit its tenants, licensees, employees, invitees or agents, to use any portion of Lessor's properties in any way that interferes with the operations of Lessee.

The interfering party shall, upon notice from the other, be responsible for ceasing said interference, and such interference shall be deemed a material breach. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice.

7. **Improvements; Utilities; Access**.

a. Lessee shall have the right, at its expense, to erect and maintain on the Premises, improvements, personal property, facilities and any number of radio transmitting and receiving antennas and electronic equipment shelters (collectively the "**Antenna Facilities**"). Lessor approves the location of such buildings and other improvements as shown on attached **Exhibit C**. Lessee shall submit the construction plans and specifications for the Antenna Facilities to Lessor for Lessor's approval which approval shall not be unreasonably withheld or delayed; however, if Lessor has not responded to Lessee within ten (10) days of receipt of such plans and specification, the plans and specifications shall be deemed approved by Lessor. Lessee shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Lessee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Lessee. Lessee shall have the right to remove the Antenna Facilities upon the termination of this Lease.

b. Lessee shall pay any additional utilities charges due to Lessee's use of the Premises. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Lessor hereby grants an easement to permanently place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities as shown on **Exhibit B**. Lessee shall obtain approval from Lessor's Communications Systems Manager prior to the installation of any proposed emergency power generator(s), however at no time shall Lessee ever install a propane fired generator.

c. As partial consideration for rent paid under this Lease, Lessor hereby grants Lessee an easement as shown on **Exhibit B** ("**Easement**") for ingress, egress, and access (including access as described in paragraph 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon notice, Lessor shall have the right, at Lessor's sole expense, to relocate Lessee's Easement, provided such new location shall not materially interfere with Lessee's operations. Any Easement provided hereunder shall have the same term as this Lease.

d. Lessor represents and warrants that the Premises are now and shall continue in the future to be operated, managed and maintained in compliance with all applicable Federal, State and local laws and regulations.

e. Lessee shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

f. Any facility, tower, antenna, equipment or building that is not being used for the transmission and/or reception of communications signals for a continuous period of twelve (12) months shall be considered abandoned. Lessee shall remove same at its expense within ninety (90) days of receipt of notice from Lessor. If Lessee fails to remove said abandoned facility, tower, antenna, equipment or building after the expiration of ninety (90) days' notice, then same shall be considered a public nuisance and shall be removable by Lessor through the nuisance abatement procedures of the Broken Arrow Code.

g. Lessee shall provide written notice to Lessor that Lessee intends to use the tower for microwave or any other communications equipment on the Lessor's Tower.

8. **Default**. Any of the following occurrences, conditions or acts shall be deemed a **"Default"** under this Lease:

a. if Lessee fails to pay amounts due under this Lease within fifteen (15) days of its receipt of written notice that such payments are overdue;

b. if either party fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the 30-day period.

9. **Termination**. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

a. by either party upon thirty (30) days written notice in the event of a Default (as defined above) after the applicable cure periods;

b. upon ninety (90) days written notice by Lessee if Lessee is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Lessee's business;

c. upon ninety (90) days written notice by Lessee if the Premises are or become unacceptable under Lessee's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

d. immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Lessee's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursements of any Rent prepaid by Lessee. If Lessee elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;

e. at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use. Lessor and Lessee shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with

power of eminent domain in the fact of the exercise of the power shall be treated as a taking by condemnation.

f. Lessee shall have the right to terminate this Lease without cause by giving written notice to Lessor and paying Lessor the amount of Five Thousand Dollars ($5,000.00) at the time of termination as liquidated damages.

10. **Taxes**. Lessee shall pay any personal property taxes assessed on or any portion of such taxes attributable to, the Antenna Facilities. Lessor shall pay, when due, all real property taxes and all other fees and assessments attributable to the Premises. However, Lessee shall pay, as additional Rent, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date) which is directly attributable to Lessee's use of the Premises, and Lessor agrees to furnish proof of such increase to Lessee.

11. **Insurance and Subrogation**.

a. Lessee will provide Commercial General Liability Insurance in an aggregate amount of $1,000,000.00 and name Lessor as an additional insured on the policy or policies. Lessee may satisfy this requirement by obtaining an appropriate endorsement to any master policy of liability insurance Lessee may maintain.

b. Lessee hereby releases Lessor from liability and waives all right of recovery against Lessor for any loss or damage covered by Lessee's first party property insurance policies for all perils insured hereunder. In the event of such insured loss, Lessee's insurance company shall not have a subrogated claim against Lessor.

c. Lessee shall not commence construction of Antenna Facilities until each of its contractors and subcontractors obtain insurance in no less than or in terms no more restrictive than the following: General Liability Insurance covering all premises and activities. The applicable limit of liability shall not be less than One Million Dollars ($1,000,000.00) per occurrence, One Million Dollars ($1,000,000.00) annual aggregate; Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma; and Comprehensive Automobile Liability Insurance applicable to all owned, hired and non-owned vehicles in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

d. Lessee shall provide a copy of the Certificates of Insurance to the Lessor's Safety and Risk Manager prior to commencing construction of Antenna Facilities and shall submit a copy of the yearly renewals of such Certificates of Insurance.

12. **Hold Harmless**.

a. Lessee agrees to indemnify, defend and hold Lessor harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising from the installation, use, maintenance, repair or removal of the Antenna Facilities or the breach of this Lease.

b. Lessor shall be liable to Lessee against any and all injury, loss, damage or liability (or any claims in respect to the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising from any act, omission or negligence of Lessor or its employees or agents, occurring in or about the Property or Premises, or the breach of this Lease, except to the extent attributable to the negligent or intentional acts or omission of Lessee, its employees, agents or independent contractors and only to the extent allowed or limited by law under the Governmental Tort Claims Act, Title 51 O.S. 2001 § 151, *et seq.*

13. **Notices**. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Lessor, to:

City of Broken Arrow
City Manager
220 South First Street
Broken Arrow, Oklahoma 74012

If to Lessee, to:

T-Mobile USA, Inc.
12920 SE 38th St.
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a Copy to: Attn: Legal Department

With a Copy to:

T-Mobile Central LLC
4533 Enterprise Drive
Oklahoma City, OK 73128
Attn: Lease Administrator

14. **Quiet Enjoyment, Title and Authority**.

a. Lessor covenants and warrants to Lessee that Lessor has full right, power and authority to execute this Lease; it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Lessee that will not interfere with Lessee's rights to or use of the Premises; and execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor.

b. Lessor covenants that at all times during the term of this Lease, Lessee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Lessee is not in Default beyond any applicable grace or cure period.

c. If Premises are encumbered by a deed of trust, mortgage or other security interest, Lessor will use its best efforts to provide promptly to Lessee a non-disturbance agreement, duly executed by the holder of such security interest. No foreclosure of any such deed of trust, mortgage or other security contract, or deed granted in lieu thereof, shall result in a termination of this Lease or Lessee's rights granted herein.

15. **Environmental Laws.**

a. Lessee represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws. Lessor represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of hazardous substance as of the Execution Date of this Lease.

b. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of hazardous substances, not caused solely by Lessee, which have occurred or which may occur on the Property.

c. Lessee agrees to defend, indemnify and hold Lessor harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney's fees that Lessor may suffer due to the existence or discovery of any hazardous substances on the Property or the migration of any hazardous substances to other properties or released into the environment arising solely from Lessee's activities on the Property.

d. Lessor agrees that it will assume any and all liability regarding any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney's fees that Lessee may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any hazardous substance to other properties or discharges into the environment, which relate to or arise solely from Lessor's activities during this Lease, except for any claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees attributable to Lessee's, its employee's, agent's or independent contractor's activities on the Property. This assumption of liability is limited to the extent provided in the Oklahoma Governmental Tort Claims Act, Title 51 O.S. 2001 § 151, *et seq.* or any other federal or state laws.

e. The indemnification in section c. above specifically includes costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

16. **Assignment and Subleasing.**

a. Lessee may assign this Lease to any person controlling, controlled by, or under common control with Lessee, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Lessee's radio communications business and assumes all obligations of Lessee under this Lease. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Lease and all obligations hereunder. Lessee may sublet this Lease, upon notice to Lessor, only if such sublease is subject to the provisions of this Lease. However, all sublessees shall be required to negotiate directly with Lessor regarding the leasing of ground space. The subleased ground space shall be located outside the Premises herein and all rental payments for

such ground space leased from Lessor shall be paid directly to Lessor. Lessor retains the right to approve all other assignments of this Lease, which approval will not be unreasonably withheld or delayed.

b. Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such Mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "**Mortgagees**"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the Default notice.

17. **Successors and Assigns**. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

18. **Waiver of Lessor's Lien**. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws, and Lessor gives Lessee the right to remove all or any portion of same from time to time in Lessee's sole discretion and without Lessor's consent.

19. **Confidentiality**.

a. Pursuant to this Lease, Lessor will receive Lessee's confidential materials. Such Lessee's Confidential Materials (hereinafter defined) may be of a non-public, confidential or proprietary nature and this paragraph 19 pertains to maintaining the confidentiality of such information and materials. The phrase "Lessee's Confidential Materials" shall include all information and materials furnished by Lessee or its officers, directors, employees, agents or attorneys in connection with this Lease, whether furnished before or after the date hereof, and regardless of the manner in which such information or materials are obtained by or delivered to Lessor.

b. Lessor agrees that Lessee's Confidential Materials shall be kept strictly confidential by Lessor and its officers, directors, employees, agents, consultants, accountants, attorneys and any other party in any way related to Lessor. Lessor further agrees that Lessee's Confidential Materials are being delivered to Lessor solely for the purposes set forth in this Lease.

c. Lessor hereby acknowledges that it is aware that money damages may not be a sufficient remedy for a violation or threatened violation of this paragraph 19 and that Lessee may be entitled to specific performance or other equitable relief for any such violation or threatened violation. Lessor shall be responsible for any violation or threatened violation of this provision by

any of its representatives or by or through any other party receiving Lessee's Confidential Materials from or through Lessor.

d. All agreements contained in Section 19. Confidentiality, paragraphs a, b, and c, are subject to Title 510. S. 2001 § 24A.1, *et seq.*

20. **Rights upon sale**. Should Lessor, at any time during the term of this Lease, decide to sell all or any part of the Property to a purchaser other than Lessee, such sale shall be under and subject to this Lease and Lessee's rights hereunder, and any sale by Lessor of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of Lessee in and to such right-of-way.

21. **Miscellaneous**.

a. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

b. Each party agrees to furnish to the other, within thirty (30) days after request, such truthful estoppel information as the other may reasonably request.

c. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind that are not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

d. If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

e. Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in the form attached hereto as **Exhibit D**) necessary to protect its rights or use of the Premises. Either party may record the Memorandum of Lease in place of this Lease.

f. This Lease shall be construed in accordance with the laws of the State of Oklahoma. Exclusive original jurisdiction for any action relating to this Lease shall be solely in the United States District Court for the Northern District of Oklahoma or in the District Court of Tulsa County, where the Property is located.

g. The provisions of this Lease are severable and if, for any reason, any one or more of the provisions contained in the Lease shall be held invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of this Lease and this Lease shall remain in effect and be construed as if the invalid, illegal or unenforceable provision had never been contained in the Lease.

h. Neither party shall be held responsible for any delay or failure in performance under this Lease to the extent that such delay or failure is caused by circumstances beyond the control of such party, including without limitation, acts of God, fire, flood, explosion, war, acts or

omissions or carriers or other similar conditions. If a Force Majeure condition occurs, the party whose performance is affected shall notify the other party immediately and shall resume performance as soon as reasonably possible.

i. The captions in this Lease are for reference only and shall not limit the meaning of the provisions of this Lease. The exhibits referred to herein and attached to this Lease are incorporated into this Lease and made a part hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, said parties have caused this Lease to be duly executed as of the date first above written.

Approved as to Form:

April D. Parnell
Assistant City Attorney

City of Broken Arrow,
an Oklahoma municipal corporation

By David L. Pardue
For Printed Name: James Twombly
City Manager

Date: August 7, 2006

Attested:

Linda C. Faguindes
City Clerk [Seal]

CITY OF BROKEN ARROW, OKLAHOMA TULSA COUNTY SEAL

Tax I.D. Number 73 - 6005109

T-Mobile Central LLC
a Delaware Limited Liability Company

By
Printed Name: Steve Thornhill
Its: General Manager

Date: JUL 17 2006

VERIFICATION

State of Oklahoma)
) ss.
County of Oklahoma)

The foregoing instrument was acknowledged before me this 17 day of July, 2006, by Steve Thornhill, on behalf of said **Limited Liability Company**. He is personally known to me.

(AFFIX NOTARIAL SEAL)

GEORGE WYRICK NOTARY PUBLIC # 01002834 EXP. 2/19/09 STATE OF OKLAHOMA

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Oklahoma

My commission expires:

My Commission Expires Feb. 19, 2009

George Wyrick
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

State of OK)
) ss.
County of TULSA)

The foregoing instrument was acknowledged before me this 7 day of August, 2006, by Linda Wooten, on behalf of said Municipal Corporation. He is personally known to me.

(AFFIX NOTARIAL SEAL)

Notary Public State of Oklahoma LOIS M. BEISIEGEL TULSA COUNTY COMMISSION #02001503 Comm. Exp. 01-28-2010

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF OKLAHOMA

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

City of Broken Arrow

Request for Action

File #: 25-1127, **Version:** 1

Broken Arrow City Council
Meeting of: August 19, 2025

Title:
Approval of and authorization to execute an Addendum to the Zero Card Service Fee in with the Zero Card, effective October 1, 2025

Background:
Zero Card is an optional benefit which was added to our existing health insurance plan in 2022. Zero provides cost savings to the Plan and to the employees who utilize the service. Zero offers no deductibles, no copays and no coinsurance when an employee chooses to utilize a covered provider for labs, imaging, physical therapy, general surgery, gastrointestinal, orthopedic, spine, ENT, pain management, sleep studies, women's health and more. The City of Broken Arrow eligible participants have been utilizing Zero services since September of 2022.

Zero works with self-funded employer health plans to help employers lower the cost of scheduled care, and gives members access to care for $0. Team Zero provides a team of Personal Health Assistants which offer concierge support to help match plan members with the highest-quality, most affordable providers.

There are no setup fees, no ongoing fees and no per employee per month charges for this service. If an employee chooses to utilize the program at a participating provider, Zero bills the City for the discounted service and charges an 18% fee for the services, an increase of 3% from the previous contract.

Staff and the Insurance Advisory Committee unanimously recommend continued services with Zero to be utilized in conjunction with the employee health plan for eligible employees and dependents.

Cost: 18% of claims processed

Funding Source: Group Health and Life Fund

Requested By: Kelly Cox, Human Resources Director

Approved By: City Manager's Office

Attachments: Zero 2025 Addendum_CoBA
Zero Employer Experience Review Slides 2025 renewal

Recommendation:
Approve the addendum to the Zero Card Service Fee effective October 1, 2025

addendum_zero_01252025

Addendum to The Zero Card Service Fee in Administrative Services Agreement

This Addendum to the Administrative Services Agreement is made and entered into on 10/1/2025 (the "Effective Date") between the City of Broken Arrow ("Client") and The Zero Card, Inc.("Consultant"), a Delaware Corporation headquartered at 100 S Cincinnati, Suite 503 Tulsa, OK, 74103. NOW THEREFORE, in consideration of the mutual promises herein, the parties, intending to be legally bound, hereby agree that the following constitutes additional terms and conditions of the stated contract.

This Agreement amends and modifies the Service Fee in Exhibit 1 of the Administrative Services Agreement dated 09/6/2022 made and entered into by the Client and The Zero Card hereto as follows:

- Effective 10/1/2025 the Client will pay a 18% Service Fee of paid claims to Consultant to be funded weekly through claims account on file or other previously agreed upon payment method
- Term of Addendum is two (2) years

All other provisions of the Administrative Services Agreement remain in full force and effect, other than any provision that conflicts with the terms and spirit of this Agreement, which shall be deemed to be amended appropriately in order to be consistent with this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Effective Date.

Client	The Zero Card Inc.
Signature: _____	Signature: _____
Name: _____	Name:_____
Title: _____	Title:_____
Date:_____	Date:_____

Employer Experience Review

City of Broken Arrow

Date: April 11, 2025



Agenda

- Engagement Insights
- Value of ZERO to Members
- Utilization Insights & Savings Achieved
- Planning & Housekeeping



Member Engagement



1,275
PHA Interactions

242
Chats

994
Calls

39
Emails

myZERO Accounts
359
Members

24.8%
of Members

Email Interactions

12,313 Emails Sent

40% Open Rate

14 Referrals with in 7 Days

Referrals, Marketing & Outreach Efforts

1,231 Total Referrals

609 Remedy Referrals



Value of ZERO to Members



"Quick and easy along with the peace of mind of not having to worry about future medical bills" **– Mark**

"I've been satisfied with ZERO. Especially the cost!" **– Joseph**

$187,125

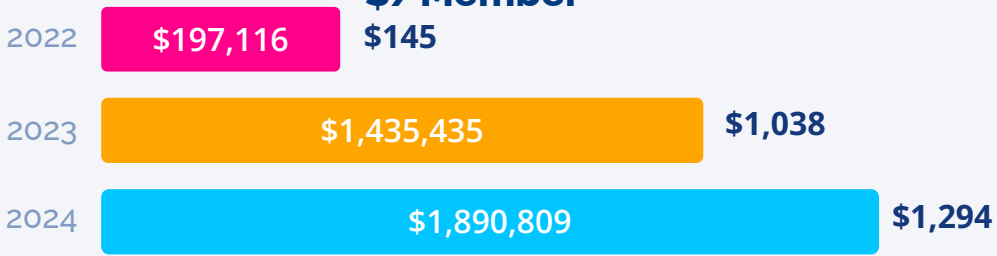
Est. Member Savings

Utilization Insights

Actual Yearly Utilization $ / Member

$931	$1,293
Potential	Actual

Total Claims Utilization by Year & Util $/Member



Top Performing Categories

% of Actual Spend



63% Surgical Procedures



12% Imaging



9% Therapy



5% GI

Yearly Savings Achieved

PPO Comps

39% Savings



$935,628

2024 Savings

$1.8M

Total Savings

Since 10/2022

Top Providers Used

Tulsa Bone&Joint
MOVING LIFE FORWARD.

Touchstone
MEDICAL IMAGING

GSI
COMMITMENT TO EXCELLENCE
IN A CARING ENVIRONMENT

Oklahoma Surgical Hospital

EARS, NOSE, & THROAT, INC.

Dr. Scott Cordray, D.O, F.A.O.C.O

Service Fee Increase

January 2024 ZERO initiated its first-ever increase in service fees for all Employer partners that launched prior to 1/1/2022 to 20% of paid claims.

Decision was based on the following:

- Competitive analysis of the bundled contract market
- Value ZERO brings to all our stakeholders: Employers, Members & Providers
- Dedication to ensuring we can always provide exceptional service to those we serve

City of Broken Arrow launched 10/1/2022 at our standard 15% service fee.

Effective on next renewal, 10/1/2025 fee will go to 18% for two years. ZERO is reducing the fee from our standard 20% due to the following:

- Strong partnership between the city and ZERO
- High engagement and support of ZERO

Contract Addendum to be executed before end of Q2 2025

Planning & Housekeeping

- Need Updated Plan Exclusions
  - Google Form
  - Important for ZERO to obtain recent SPDs to understand any changes in Plan Design, Non-Covered Services, or changes to the limits for services like physical, occupational, and speech therapy
- Identified Next Steps:
  - Send the addendum to Kelly

City of Broken Arrow

Request for Action

File #: 25-1129, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

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 with Building & Earth to perform geotechnical survey services for SW26050 - Liberty Trail Retaining Wall
- Professional Consultant Services Agreement with Freese and Nichols to perform H&H Analysis services for SW1910 - Stone Ridge Town Center Drainage Improvements

Cost: 1. $9,475.00

2. $41,965.00

Funding Source: 1. Source

2. 2018 General Obligation Bond

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

Approved By: City Manager's Office

Attachments:
1. 20250729-Liberty Trail Retaining Wall Geo.B&E Signed-SW26050
2. 20250807-Stone Ridge Town Center Drainage Improvements.Executed-SW1910

Recommendation:
No Action Required

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
LIBERTY TRAIL RETAINING WALL
PROJECT NUMBER: SW26050

1. PROFESSIONAL SERVICE PROVIDER:

a. Name: Building & Earth

b. Telephone No.: 918.439.9005

c. Address: 1403 South 70th East Ave, Tulsa, OK 74112

2. PROJECT TITLE AND LOCATION: BROKEN ARROW LIBERTY TRAIL RETAINING WALL BETWEEN S ASPEN AVE AND S ELM PL, NORTH OF THE CREEK TURN PIKE.

3. Contract for: Providing professional geotechnical survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing geotechnical engineering services 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 with lump sum payments and the total compensation under this contract is Not to Exceed Nine Thousand Four Hundred Seventy Five and No/100 ($9,475.00) 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 Thirty (30) 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. 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

11. 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.

12. 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.

13. 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.

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

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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:

By: Michael Spurgeon
Michael Spurgeon, City Manager
Date: 7/31/2025

Attest:
Lisa Blackford
City Clerk [Seal]

Date: 7/31/2025

Professional Service Provider:
Building & Earth

By:
Name: Marco Silvestre
Title: Principal
Date: July 31, 2025

Attest:
By:
Name: Spencer Harris
Title: Assistant Branch Manager

Date: July 31, 2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County ~~of Tulsa~~ Rogers)

Before me, a Notary Public, on this 31 day of July 2025, personally appeared Marco Silvestre, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of Building & Earth 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.

Notary Public

TERI SHARLYCE COCHRAN
Notary Public
State of Oklahoma
Commission #11009457
My Comm. Expires October 18, 2027

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
LIBERTY TRAIL RETAINING WALL
PROJECT NUMBER: SW26050

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Geotechnical Surveying and Related Support Services associated with Broken Arrow Liberty Trail Retaining Wall between S Aspen Ave and S Elm Pl, north of the creek turn pike. Services performed to include 4 bores, and 2 hand augers, lab testing, and a full Geotechnical Analysis and Report. 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 geotechnical site reconnaissance and subsurface exploration. There will be seven (7) test borings: four (4) track mounted drill rig borings B-01 through B-04, and two (2) hand auger borings HA-01 and HA-02 (see Appendix 1 for locations). B-01 through B-03 will be drilled to a depth of 15 feet below top of pavement, B-04 will be drilled to a depth of 20 feet below the ground surface. HA-01 and HA-02 will be drilled to depths of about 5 to 8 feet. All boring will be drilled to planned depth, or auger refusal, whichever occurs first. Borings B-01 through B-04 will have samples collected using Standard Penetration Testing (SPT). Four samples will be taken in the upper 10 fee of each boring, followed by 5-foot sampling intervals. When cohesive soils are encountered, relatively undisturbed Shelby tube samples will be collected at various depths for laboratory testing a the discretion of the geotechnical engineer. Kessler DCP testing will be performed at HA-01 and HA-02 to estimate the in-place shear strength of the materials retained by the wall system. Disturbed samples will be collected from the follow bucket of the hand auger at regular depth intervals not to exceed 1.5 feet. Depending on the type of materials encountered in the hand auger borings, Shelby tube samples will be collected a select depth.

3.2 Laboratory analysis will include Atterberg limits, sieve analysis (wash #200), and particle size gradation to define the index properties of selected soil samples and natural soil moisture

content test. Three (3) Unconfined compression and two (2) direct shear tests will be performed on relatively undisturbed portions of Shelby tube samples to determine the shear strength soil parameters values. These tests will be performed by TRI Environmental in Austin Texas. If the Shelby tube is deemed untestable there will be a credit of $100 for each Soil Unconfined Compressive Strength test, and $700 for each Direct Shear test not performed.

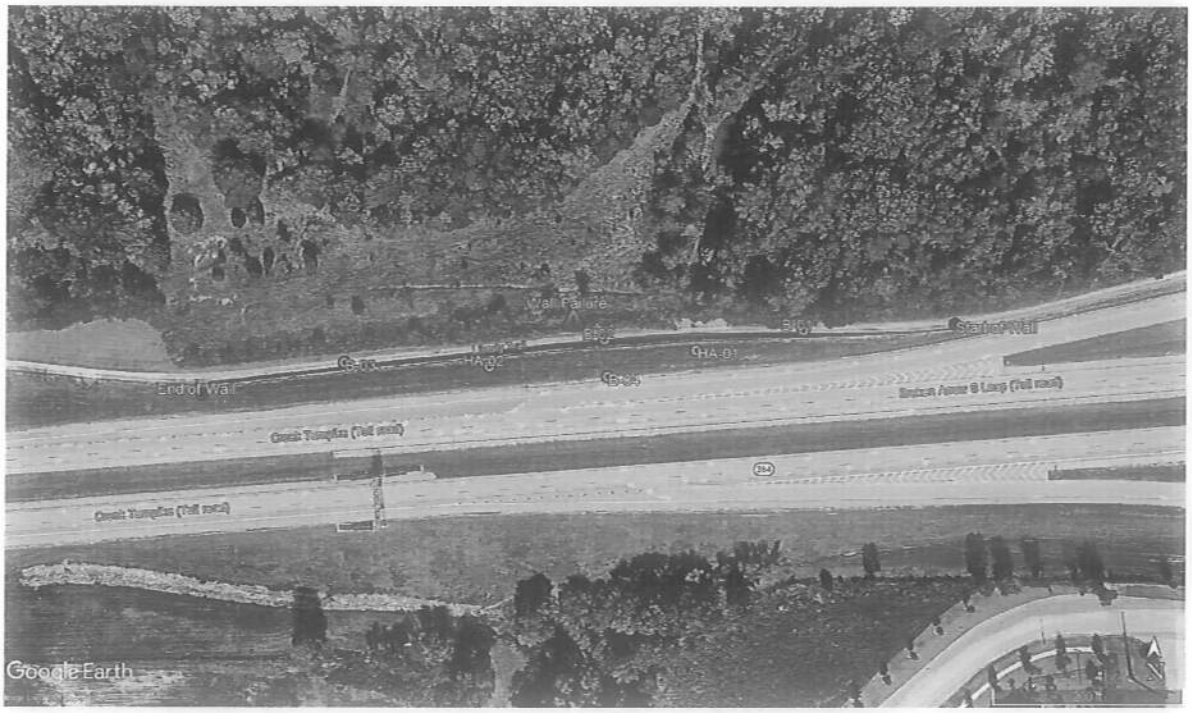
3.3 Geotechnical Analysis and Report will include the summary of existing surface conditions; a description of the subsurface conditions encountered at boring locations; a description of the groundwater conditions observed in the boreholes during drilling. Long-term monitoring is not included in this proposal; presentation of laboratory test results; site preparation considerations, including material types to be expected at the site, treatment of any encountered unsuitable soils, excavation considerations, and surface drainage; recommended allowable bearing capacity for the subsurface materials encountered below the toe of the retaining wall system; recommendations to be used for design and construction of a new segmental retaining wall, including shear strength parameter values (soil density, undrained shear strength, and angle of internal friction) for materials encountered in the foundation and retained zones of the wall system, and subsurface drainage provisions; presentation of expected total and differential settlements, and recommendations to reduce the expected movements, if appropriate; A global slope stability analysis will be evaluated for the tall section of the wall using subsurface conditions encountered in Borings B-02, HA-02, and B-04; Compaction requirements and recommended criteria to establish suitable material for structural backfill.

3.4 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
PROFESSIONAL SERVICES AGREEMENT
LIBERTY TRAIL RETAINING WALL
PROJECT NUMBER: SW26050

APPENDIX 1



AGREEMENT SUMMARY
CITY OF BROKEN ARROW
STONE RIDGE TOWN CENTER DRAINAGE IMPROVEMENTS
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. SW1910

Agenda Item 25-1129

1.0 Professional Consulting Firm:

1.1	Name:	Freese and Nichols, Inc.
1.2	Telephone No.:	539.444.8677
1.3	Address:	5100 E. Skelly Dr., Suite 602 Tulsa, OK 74135

2.0 Project Name/Location: Stone Ridge Town Center Drainage Improvements, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare hydrology and hydraulics modeling and memo of Stone Ridge Town Center near 1754 E Albany Street, Broken Arrow, OK. These documents shall include, but not be limited to, the following: HEC-RAS model version 6.6 and technical memorandum of findings.

4.0 Agreement Summary:

4.1	Modeling and Technical Memorandum Fees	$ 41,965.00
	TOTAL AGREEMENT AMOUNT	$ 41,965.00
4.2	Agreement Time:	70 calendar days
4.3	Estimated Construction Cost:	$ 0.00

5.0 Agreement Approved by the Owner on: _____ 2025

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
FREESE AND NICHOLS, INC.
FOR
STONE RIDGE TOWN CENTER DRAINAGE IMRPOVEMENTS
PROJECT SW1910

Agenda Item 25-1129

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

W I T N E S S E T H:

WHEREAS, OWNER intends to provide drainage improvements at Stone Ridge Town Center at W. Albany St. and S. Elm Ave. (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

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

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

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

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

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

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

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction

of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

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

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 15 - TERMINATION

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

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

ARTICLE 16 - DELAY IN PERFORMANCE

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

authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

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

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

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

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

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

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

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

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

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

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

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

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

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

ARTICLE 25 - COMMUNICATIONS

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

OWNER:
City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Charlie Bright, P.E.
Director of Engineering and Construction

CONSULTANT:
Freese and Nichols, Inc.
5100 E. Skelly Dr., Suite 602
Tulsa, OK 74135
539.444.8677

Contact: Austin Dugger, P.E.
Project Manager

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: 8/6/25

CONSULTANT:
Freese and Nichols, Inc.

By: _____
Clay Herndon, P.E., Principal & Vice President

Date: 8/4/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: Curtis Green
City Clerk [Seal]

Date: 8/7/2025

Attest: _____
Jennifer Wasinger, Principal

Date: 8/4/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Oklahoma)

Before me, a Notary Public, on this 4 day of August, 2025, personally appeared William C. Herndon, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Freese and Nichols, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
3-21-2026

RICCI REDING
Notary Public
State of Oklahoma
Commission #18002873
Comm. Expires 03-21-2026

Notary Public

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
FREESE AND NICHOLS, INC.
FOR
STONE RIDGE TOWN CENTER DRAINAGE IMPROVEMENTS
PROJECT SW1910

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the day of August 19, , 2025.

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services for modeling services for two detention ponds to be constructed in series, including associated outfalls. One of the outfalls will cross underneath a state highway. The primary objective is to reduce the footprint of the more southern pond. A key component of this effort will be hydraulic modeling and analysis to support footprint reduction and design optimization. These documents shall include, but not be limited to, the following: drainage analysis and technical memorandum supporting the intent of the design.

1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Assumptions and Limitations:

- CONSULTANT shall not be responsible for the accuracy, completeness, or suitability of any design documents, models, reports, data, or analyses prepared by others. Any such materials used or referenced by the Consultant will be done so solely as reference information, and the Consultant shall not be liable for any deficiencies, errors, or omissions contained therein.
- Where feasible, the CONSULTANT may incorporate or reference prior work provided by the Owner or a previous consultant. The CONSULTANT will perform a limited review to determine the usability of such materials but shall not be responsible for independently verifying their accuracy or completeness unless specifically stated in the scope of services. Reuse of prior design elements will not imply endorsement or acceptance of liability for the underlying assumptions, calculations, or conclusions in such work. OWNER to notify previous consultant.
- No part of this work shall be construed to constitute a certification, validation, or adoption of previous design or engineering work. The

CONSULTANT's liability shall extend only to new design elements and modifications directly prepared by the Consultant as described in the Scope of Services.

- The CONSULTANT assumes that all background information provided by the Owner—including previous design drawings, models, and reports—is current, accurate, and complete. The CONSULTANT shall not be liable for errors, delays, or additional costs arising from inaccurate or incomplete data provided by others.

2.0 PROJECT SCOPE

CONSULTANT shall provide modeling and analysis, services for two detention ponds and their outfalls (Package B and C from Cowan Group Engineering plans dated 4/22/2021), with use of hydraulic and hydrologic modeling utilizing HEC-RAS 2D. It is assumed topographic survey, geotechnical investigations, permitting, utility coordination, design, bid and construction phase support are excluded.

CONSULTANT shall provide consulting services as follows:

- Review and utilize available background data including previous plan sets, existing models, GIS data, and other documentation.
- Develop and refine HEC-RAS 2D models to evaluate existing and proposed condition and report creation
- Coordinate with OWNER at key project milestones.
- Perform internal QA/QC on all deliverables.

3.0 SCOPE OF SERVICES

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

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

3.1.2 Routine project controls Includes administration of contract, prepare invoices and progress reports, maintain project schedule, on-going management and coordination of FNI task leads and subconsultants, and coordinate with grant administrator, if applicable.

3.1.3. Quality Assurance/Quality Control (QA/QC) – Implement quality review program and perform QA/QC activities for internal and subconsultant deliverables. FNI shall engage senior staff to perform detailed QA/QC reviews of the design and supporting documents, including all models and reports.

3.1.4 Meet with the Owner (total 2 virtual meetings) to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.

3.2 CONCEPTUAL ANALYSIS AND DESIGN

3.2.1 Review previous design plans and background data, including any 2D modeling, to understand existing conditions.

3.2.2 Develop proposed conditions and ultimate conditions HEC-RAS 2D models. Consultant will:

- Integrate topographic data from provided sources.
- Delineate pond footprints and outfall locations.
- Adjust model parameters (e.g., roughness, boundary conditions) to reflect proposed and ultimate scenarios.
- Develop maps that show the extent of the 100-year floodplain for comparison to both pre-project and post-project conditions.
- Conduct sensitivity analysis to evaluate pond sizing and outfall conveyance.
- Identify and analyze up to two (2) design alternatives.

3.2.4 Prepare a technical memorandum summarizing the HEC-RAS 2D modeling results, alternatives considered, key assumptions, and preliminary recommendations.

3.2.5 Attend one (1) virtual meeting with the OWNER to present the alternatives and discuss next steps

3.2.6 Incorporate one round of OWNER comments into the final conceptual alternatives memorandum.

3.8.6 Additional Services not included in this scope:

- Clean Water Act Section 404 Individual Permit
- Section 404 Mitigation Plan
- Phase I Environmental Site Assessment
- Federally listed Threatened/Endangered Species presence/absence survey
- Additional survey will not be included. Will use existing survey data provided by previous engineering documents
- Design Phase
- Construction Documents

3.7 EXCLUSIONS

The following services are not included:

- Land survey or supplemental topographic data collection
- Permitting – Environmental or ODOT,
- Geotechnical investigation

- Design Services
- Construction phase services

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ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
FREESE AND NICHOLS, INC (CONSULTANT)
FOR
STONE RIDGE TOWN CENTER DRAINAGE IMPROVEMENTS
PROJECT SW1910

SUBMITTAL DOCUMENTS

The following Attachment B and shall be made a part of the AGREEMENT dated the 19 day of August, 2025.

1.0 DOCUMENTS FOR STONE RIDGE TOWN CENTER DRAINAGE IMPROVEMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

1.0.1 Conceptual H&H Modeling Technical Memorandum

ATTACHMENT C
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
FREESE AND NICHOLS, INC (CONSULTANT)
FOR
STONE RIDGE TOWN CENTER DRAINAGE IMPROVEMENTS
PROJECT SW1910

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the 19 day of August, 2025.

1.0 OWNER'S RESPONSIBILITIES

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

1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above ground for exact location; SUE not included.

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

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

1.5 OWNER shall be responsible for all utility coordination, including communication with utility providers, resolving potential conflicts, and ensuring utility relocations or adjustments are addressed in a timely manner to avoid delays to the PROJECT.

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW/BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
FREESE AND NICHOLS, INC (CONSULTANT)
FOR
STONE RIDGE TOWN CENTER DRAINAGE IMPROVEMENTS
PROJECT SW1910

COMPENSATION AND ADDITIONAL SERVICES

The following compensation shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the 19 day of August, 2025.

1.0 BASIC COMPENSATION

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

1.1. Conceptual Analysis and Technical Memorandum: Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $ 41,965.00 for the completion of the Conceptual Analysis and Technical Memorandum. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2.0 ADDITIONAL SERVICES BASED ON TIME

No additional services anticipated

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

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

ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
FREESE AND NICHOLS, INC.
FOR
STONE RIDGE TOWN CENTER DRAINAGE IMPROVEMENTS
Project SW1910

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 19 day of August, 2025.

1.0 CONCEPTUAL ANALYSIS AND TECHNICAL MEMORANDUM

1.1 Notice to Proceed: TBD
1.2 Modeling and Analysis: 35 Calendar Days from NTP
1.3 Owner Review: 14 Calendar days from Conceptual Plan submittal
1.4 Meeting to Discuss Results: 7 Calendar days from Owner Review
1.5 Address comments and deliver final memorandum: 14 days from Meeting to Discuss results

City of Broken Arrow Stone Ridge Drainage Improvments 8/4/2025 Detailed Cost Breakdown	Project Fee Summary		
	Basic Services	$	41,965
	Special Services	$	-
	Total Project	$	41,965

Tasks				Labor							Expenses			Total
BST Task (for Project Setup)	Basic or Special	Task	Task Description	Austin Dugger PM $217	Alyssa Laurel Production/APM $153	Jay Scanlon SA $352	Kalo Farmer QC $301	Tricia Hatley QA $464	Total Hours	Total Labor Effort	Tech Charge	Total Expense Effort	Total Sub Effort	Total Effort
										$ -	-	$ -	$ -	$ -
	Basic		**Project Management**							$ -	-	$ -	$ -	$ -
	Basic		Internal kickoff meeting	2	2	2			6	$ 1,500	6	$ 51	$ -	$ 1,551
	Basic		External kickoff meeting	2	2				4	$ 769	4	$ 34	$ -	$ 803
	Basic		Periodic internal meetings							$ -	-	$ -	$ -	$ -
	Basic		Periodic client meetings	2	2				4	$ 769	4	$ 34	$ -	$ 803
	Basic		External stakeholder meetings							$ -	-	$ -	$ -	$ -
	Basic		Maintain and monitor scope / schedule / budget	5					5	$ 1,127	5	$ 43	$ -	$ 1,169
	Basic		One Page Reports / Periodic client communications		4				4	$ 636	4	$ 34	$ -	$ 670
	Basic		Corporate Support (Scheduler)							$ -	-	$ -	$ -	$ -
	Basic		Corporate Support (Operations Analyst, Accounting Specialist, Contract Administrator)							$ -	-	$ -	$ -	$ -
	Basic		Project hours charged to OFFXX050							$ -	-	$ -	$ -	$ -
	Basic		Project Closeout	2					2	$ 451	2	$ 17	$ -	$ 468
										$ -	-	$ -	$ -	$ -
	Basic		**Quality Management**							$ -	-	$ -	$ -	$ -
	Basic		Develop quality management plan	3					3	$ 676	3	$ 26	$ -	$ 702
	Basic		Senior Advisor			6			6	$ 2,195	6	$ 51	$ -	$ 2,246
	Basic		Quality Control reviews				16		16	$ 5,006	16	$ 136	$ -	$ 5,142
	Basic		Quality Assurance reviews	1				1	2	$ 707	2	$ 17	$ -	$ 724
	Basic		Constructability reviews							$ -	-	$ -	$ -	$ -
										$ -	-	$ -	$ -	$ -
	Basic		**Modelin Analysis and Report**							$ -	-	$ -	$ -	$ -
	Basic		Data Collection	4					4	$ 902	4	$ 34	$ -	$ 936
	Basic		H&H 2D RAS Modeling And Report	72	40				112	$ 22,588	112	$ 952	$ -	$ 23,540
	Basic		Address Comments and Finalize Report	8	8				16	$ 3,075	16	$ 136	$ -	$ 3,211
			Total Hours / Quantity	101	58	8	16	1	184		184			
			Total Effort	$ 22,764	$ 9,222	$ 2,927	$ 5,006	$ 482		$ 40,401	$ 1,564	$ 1,564	$ -	$ 41,965

COMPENSATION

Compensation to FNI for Basic Services in Attachment A shall be the lump sum of Forty one thousand Nine Hundred Sixty Five Dollars ($41,965).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment A, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

	Hourly Rate	
Position	**Min**	**Max**
Professional 1	88	175
Professional 2	118	191
Professional 3	134	292
Professional 4	155	319
Professional 5	228	346
Professional 6	232	429
Construction Manager 1	114	161
Construction Manager 2	118	198
Construction Manager 3	148	198
Construction Manager 4	171	258
Construction Manager 5	205	302
Construction Manager 6	272	359
Construction Representative 1	78	91
Construction Representative 2	91	118
Construction Representative 3	124	188
Construction Representative 4	124	188
CAD Technician/Designer 1	84	121
CAD Technician/Designer 2	101	198
CAD Technician/Designer 3	131	252
Corporate Project Support 1	71	158
Corporate Project Support 2	81	232
Corporate Project Support 3	101	335
Intern / Coop	54	94

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)	$75
Pressure Data Logger (each)	$500
Water Quality Meter (per day)	$100
Microscope (each)	$150
Ultrasonic Thickness Guage (per day	$275
Coating Inspection Kit (per day)	$275
Flushing / Cfactor (each)	$500
Backpack Electrofisher (each)	$1,000

	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2024.

335022024

City of Broken Arrow

Request for Action

File #: 25-1142, **Version:** 1

Broken Arrow City Council
Meeting of: 8-19-2025

Title:
Approval of and authorization to pay the Brite quote of $66,695.40 for the annual Getac body worn camera cloud storage and maintenance fees per our multi-year body worn camera project

Background:
In February 2021, the City Council awarded Upstate Wholesale Supply, doing business as Brite, as the vendor of the police department's body worn camera project. This is the last year of our Getac contract, and this quote covers the cloud storage and associated maintenance fees. The cost has been budgeted in and will be paid for out of the police department's operational budget.

Cost: $66,695.40

Funding Source: Police Public Safety Sales Tax Fund

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Brite Quote #012510

Recommendation:
Approve and authorize payment of the Brite quote of $66,695.40 for the annual cloud storage and maintenance fees per our multi-year body worn camera project

We have prepared a quote for you

Broken Arrow Police Department - OK - 2025 Getac Cloud Renewal

Quote # 012510
Version 1

Prepared for:

Broken Arrow Police Department - OK

Zack Schatz
zschatz@brokenarrowok.gov

Items

Description		Price	Qty	Ext. Price
OUA04X	**Getac Cloud - Monthly Plan 4 (Cloud Unlimited, SW maintenance)**	$48.33	1380	$66,695.40
(115) devices x (12) months = (1380) quantity				
Term: 11/30/2025 - 11/29/2026				
			Subtotal:	$66,695.40

Broken Arrow Police Department - OK - 2025 Getac Cloud Renewal



Prepared by:

Brite

Ryan Nye
(585)869-6087
Fax 585-758-0222
rnye@brite.com

Prepared for:

Broken Arrow Police Department - OK

PO BOX 610
BROKEN ARROW, OK 74013-0610
Zack Schatz
918-451-8200 ext8796
zschatz@brokenarrowok.gov

Quote Information:

Quote #: 012510

Version: 1
Delivery Date: 08/04/2025
Expiration Date: 08/08/2025

Quote Summary

Description	Amount
Items	$66,695.40
Total:	$66,695.40

- Agreed upon payment terms: NET 30
- Any changes to the orders after acceptance may result in additional fees.
- Any returns must be accompanied by a return authorization and will be subject to restocking fees.
- Any returns must be approved with 30 days of shipping dates
- All services will be invoiced upfront and efforts debited against the units described above.
- All Professional Services credits are valid for a period of 1 year from time of purchase and shall be planned in advance with a minimum of four (4) week notice period
- All hardware and accessories will be invoiced when shipped.
- All software will be invoiced upon delivery of license.
- All subscriptions will be invoiced when activated.
- Terms and conditions listed within a Master Services Agreement or Statement of Work supersede any listed here.
- Travel costs will be billed separately unless otherwise stated.
- All support is considered manufacturers depot warranty support unless otherwise stated.
- All taxes on this quote are estimated. Appropriate taxes will be calculated and included at the time of Invoice.
- **Please Note: Global trade and tariff uncertainty has created unpredictable pricing volatility. Brite cannot guarantee pricing of 3rd party solutions. Please confirm quotes prior to order submission.**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Broken Arrow Police Department - OK

Signature: _____

Name: Zack Schatz

Date: _____

City of Broken Arrow

Request for Action

File #: 25-1204, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Approval of and authorization to execute the purchase of mobile communication radios for the police department from L3 Harris Technologies Inc

Background:
The Police Department is requesting City Council approval for purchase of 16 Harris XL185M mobile communications radios with microphone and vehicle mounted antenna. These new radios will be installed in eight of the 2026 patrol Explorers and eight of the 2026 patrol Tahoes. We will seek approval from Council to purchase these vehicles shortly. Harris and Motorola are the two most reputable manufacturers of public safety radios in the nation. Through Sourcewell contract pricing the city can purchase Harris radios for much less than the list cost of both Harris and Motorola radios.

Funds have been appropriated and are available in STCI and Police Department's portion of the Public Safety Sales Tax Fund.

Cost: $102,718.69

Funding Source: Public Safety Sales Tax Projects 2630010 and 2630020

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: L3 Harris Quote: BROKEN ARROW_XL185M_16075_08062025
& Sourcewell Contract

Recommendation:
Approve of and authorize the purchase of mobile communication radios for the police department from L3 Harris Technologies Inc.

L3Harris Technologies, Inc.
Public Safety and Professional Communications
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Phone: 1-800-368-3277
Fax: 321-409-4393

Quote Name: City of Broken Arrow PD_XL185M_295766_08122025

Sgt. Zack Schatz
Quartermaster
Broken Arrow Police Department
1101 N. 6th St
Broken Arrow, OK 74012
(918)451-8200

Date: *8/12/2025* ***Valid for 30 days***
Sales POC: *Greg Kolsut*
Sr. Specialist Critical Communication
Account Manager- Oklahoma
+1 405-315-2741
greg.kolsut@L3Harris.com

L3Harris' Internal Use Only	
Quote by:	*C.Corrigan/J.Knox*
CRM #	
CCC Case #	*INC-000365325/INC-000365718*

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
		XL-185 Mobile					
1	XT-MPS1M	MOBILE, XL-185M, SINGLE-BAND	16	$ 3,815.00	26%	$ 2,823.10	$ 45,169.60
2	XT-PL8Y	FEATURE, ENCRYPTION LITE	16	$ 0.01	100%	$ -	$ -
3	XT-PL4F	FEATURE, PHASE 2 TDMA	16	$ 275.00	26%	$ 203.50	$ 3,256.00
4	XT-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	16	$ 785.00	26%	$ 580.90	$ 9,294.40
5	XT-PL4L	FEATURE, SINGLE BAND, 7/800	16	$ 0.01	100%	$ -	$ -
6	XT-PKGPT	FEATURE PACKAGE, P25 TRUNKING	16	$ 1,800.00	26%	$ 1,332.00	$ 21,312.00
7	XT-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	16	$ 495.00	26%	$ 366.30	$ 5,860.80
8	XT-MC6A	MICROPHONE, XL, STANDARD MOBILE	16	$ 105.00	26%	$ 77.70	$ 1,243.20
9	XT-AN3H	ANTENNA, ELEMENT, 700/800,900, 3DB	16	$ 75.00	26%	$ 55.50	$ 888.00
10	XT-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	16	$ 80.00	26%	$ 59.20	$ 947.20
11	XT-LS6A	SPEAKER, EXTERNAL, MOBILE	16	$ 60.00	26%	$ 44.40	$ 710.40
12	XT-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	16	$ 120.00	26%	$ 88.80	$ 1,420.80
13	XT-CP6A	CONTROL UNIT, XL-CH	16	$ 1,850.00	26%	$ 1,369.00	$ 21,904.00
14		Radio Refresh 2.0 Trade In	16	$ (600.00)	0%	$ (600.00)	$ (9,600.00)
						Estimated Shipping	**$ 312.29**
	Lead time is subject to material availability at time of order					**Total Sale Price**	**$ 102,718.69**

Terms and Conditions:

1. *The Terms and Conditions are governed by the agreement between L3Harris Technologies and Sourcewell Public Safety Communications Technology and Hardware Solutions. This Quote is issued pursuant to Sourcewell Contract 042021-L3H, and SIT#295766. In accordance with Section 6.B. of the Sourcewell Contract, L3Harris has supplied additional terms and conditions customary to the industry, as well as specific to the technology being proposed. City of Broken Arrow, Broken Arrow , Oklahoma Sourcewell Membership ID# 67325.*

   Also reference MBP# 12117697 - Radio Refresh 2.0 Trade In

2. *Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Improper storage of batteries may void warranty.*

3. *Pricing does not include installation, programming, taxes or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Item 1) and could be subject to change.*

Purchase Order requirements:

Purchase Order issued to L3Harris Technologies - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501
The Purchase Order should include the following references:

Must include Quote Name and Date. If applicable, include MBP#.

All orders must contain valid model number, quantity, and price for each item.
Frequencies must be supplied with order if applicable.

Requested Delivery Date; If related to **Grant Funding**, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses along with contact information must be included. Provide customer account number if readily available.

L3Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.

Additional Terms and Conditions
Negotiated in Accordance with Sourcewell Contract Article 6(B)

Unless otherwise agreed in writing, the following additional Terms and Conditions shall apply to any Buyer's Order accepted by L3Harris Technologies, Inc., through its Communication Systems Segment (hereinafter "Seller"). The Buyer-Seller contract shall be formed when Buyer's Order is accepted by Seller.

1. DELIVERY AND RISK OF LOSS:

Shipping dates are approximate and are based upon prompt receipt of all necessary information. Delivery will be made F.O.B. point of shipment to Buyer. Shipping and handling charges will be paid by or billed to the Buyer. Risk of loss or damages passes to Buyer upon delivery to the carrier.

2. TERMS OF PAYMENT, LATE CHARGES:

Equipment on Buyer's order will be billed as shipments are made, and payment is due 30 days from the date of invoice unless stated otherwise on the accepted order. Installation, if any, will be billed upon completion and is due 30 days from the date of invoice. If manufacture or shipment is delayed by the Buyer, payment, based on the contract price and the percentage of completion, shall become immediately due. Equipment held for the Buyer shall be at its risk and expense. All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law). If after default, this contract is placed with an attorney for collection, Buyer agrees to pay reasonable attorney's fees.

3. TAXES:

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

4. EXCUSABLE DELAYS:

Seller shall not be liable for delays in delivery or performance or for failure to manufacture or deliver or perform due to (i) causes beyond its reasonable control, or (ii) acts of God, acts of Buyer, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation or car shortages, or (iii) inability on account of causes beyond the reasonable control of Seller or its suppliers to obtain necessary materials, components, services, or facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

5. <u>WARRANTY:</u>

A. Seller warrants to the original purchaser for use (hereinafter "Buyer") that Equipment manufactured by or for the Seller shall be free from defects in material and workmanship and shall conform to its published specifications. With respect to all non-Seller Equipment, Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Rechargeable batteries are excluded from this warranty but are warranted under a separate Rechargeable Battery Warranty (ECR-7048).

B. Seller's obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer's giving written notice to Seller within thirty (30) days of such occurrence:

(i) for fuses and non-rechargeable batteries, operable on arrival only.

(ii) for service parts, ninety (90) days.

(iii) for mobile and portable radios ("Subscriber Units"), twenty-four (24) months.

(iv) for radio accessories, one (1) year.

(v) for all other equipment of Seller's manufacture, one (1) year

C. During the Warranty Period, if equipment fails to meet the foregoing warranties, Seller shall, at its option, correct the failure by: (1) repairing defective or damaged parts or equipment, or (2) making available any necessary repaired or replacement parts, or (3) by providing new or refurbished parts or new or refurbished equipment. Seller will be responsible for shipping charges incurred in returning repaired parts, replacement parts, or equipment to Buyer. All warranty work must be conducted during normal business hours at Seller's place of business. Any repaired or replacement parts or equipment furnished hereunder shall be warranted for the remaining unexpired portion the original Warranty Period of that part or equipment. The original Warranty Period shall not be extended. Where such failure cannot be corrected by Seller's commercially reasonable efforts, Seller will refund to Buyer the fees paid for the parts or equipment less depreciation.

D. Seller's obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller's written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.

E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES.

6. COVERAGE, INTERFERENCE, AND THIRD-PARTY FACILITIES:

Representations concerning the distance at which usable radio signals will be transmitted and received by the Equipment supplied hereunder shall not be binding upon the Seller unless reduced to a writing signed by an official of Seller in Lynchburg, Virginia, and made a part of this instrument. Radio systems are subject to degradation of service from natural phenomena and other causes beyond the reasonable control of the Seller such as motor ignition and other electrical noises, and interference from other users assigned to the same or adjacent frequencies. The Seller cannot be responsible for interference or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such interference and noise can be minimized by addition (at Buyer's expense) of corrective devices adapted for particular locations and installations. Seller will make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed. In the event Buyer utilizes facilities or services supplied by others such as Common Carrier Services or shared services, Seller shall have no responsibility for the availability or adequacy of any such facilities or services.

7. PATENTS:

Seller warrants that the Equipment furnished hereunder, and any part thereof, shall be delivered free of a rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, Seller at its expense shall defend, or may settle, any suit or proceeding against Buyer so far as based on a claimed infringement which breaches this warranty. In case any such Equipment, or any part thereof, is in such suit held to constitute such an infringement and the use of said Equipment or part is enjoined, Seller shall, at its expense and option, either procure for Buyer the right to continue using said Equipment or part, or replace same with an non-infringing equipment, or modify same so it becomes non-infringing, or remove said Equipment and refund the purchase price (less reasonable depreciation for use and any transportation costs separately paid by Buyer). The foregoing states the entire liability of Seller for patent infringement by said Equipment or any part thereof and is subject to the limitations of liability set forth in the article entitled "Limitation of Liability".

The preceding paragraph shall not apply to any Equipment or part manufactured to Buyer's design, or to the use of any Equipment or part furnished hereunder in conjunction with any other equipment, in a combination not furnished by Seller as a part of this transaction. As to any such Equipment, part, use or combination, Seller assumes no liability whatsoever for patent infringement.

8. LIMITATION OF LIABILITY:

A. The total liability of seller, including its subcontractors or suppliers, on any and all claims whether in contract, warranty, tort (including negligence or patent infringement) or otherwise, arising out of, connected with, or resulting from the performance or non-performance of any agreement resulting herefrom or from the manufacture, sale, delivery, resale, repair, replacement or use of any equipment or the furnishing of any service, shall not exceed the price allocable to the equipment or service which gives rise to the claim. Except as to title any

such liability shall terminate upon the expiration of the applicable warranty period specified in the article entitled “Warranty”.

B. In no event, whether as a result of breach of contract, warranty, tort (including negligence or patent infringement) or otherwise, shall Seller, or its subcontractors or suppliers, be liable for any special, consequential, incidental, indirect or exemplary damages, including, but not limited to, loss of profit or revenues, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute goods, facilities, services or replacement power, downtime costs or claims of buyers customers for such damages. If Buyer transfers title to, or leases the equipment sold hereunder to, or otherwise permits or suffers use by, any third party, Buyer shall obtain from such third party a provision affording Seller and its subcontractors and suppliers the protection of the preceding sentence.

9. CANCELLATION CHARGES:

A. Buyer may cancel an accepted order in the following manner only: Prior to delivery, submit notice to the attention of Customer Service:

L3Harris Technologies, Inc.
Public Safety and Professional Communications
221 Jefferson Ridge Parkway
Lynchburg, VA 24501

PSPC_CustomerFocus@l3harris.com
Fax 1-800-833-7592

B. Said notice must be received prior to delivery of any Equipment (including vendor items drop-shipped to the address appearing on the face of Buyer’s Order) and must be accompanied by payment of cancellation charges equal to 15% of the cancelled portion of the order; (2) After delivery of any Equipment on Buyer’s Order, the order may be canceled only with the Seller’s written consent. Request for cancellation should be addressed as instructed above and said request must be accompanied by payment of restocking charges equal to 25% of the total order price. Any deposit monies held by Seller will be credited against the cancellation or restocking charges.

10. GENERAL:

A. Buyer is solely responsible for obtaining and complying with any necessary permits and licenses from the Federal Communications Commission, or any other Federal, State, or local governmental authority, related to the purchase, installation, erection, and operation of any Equipment purchased hereunder.

B. The provisions of these conditions of sale are for the benefit of the parties hereto and not for any other person. The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller’s prior written consent shall be void.

C. Seller will comply with applicable Federal, State and local laws and regulations as of the date of Seller’s acceptance of Buyer’s Order which relate to equal employment opportunity (including applicable provisions of Executive Order 11246, as amended), workmen’s compensation, and the manufacture in Seller’s facilities of the Equipment delivered hereunder

(including applicable provisions of the Fair Labor Standards Act of 1938, as amended). The price and, if necessary, delivery of any Equipment will be equitably adjusted to compensate Seller for the cost of compliance with laws or regulations except as specified above.

D. A perpetual, nonexclusive, non-transferable, fully paid license is granted hereunder which gives the Buyer the right to use the software embedded in the products manufactured by the Seller, and any modifications thereof, only for Buyer's own use. The license granted hereunder may not be assigned or transferred without the prior written consent of the Seller.

E. The invalidity, in whole or in part, of any Article or paragraph hereof shall not affect the validity of the remainder of such Article or paragraph.

F. The validity, performance and all matters relating to the interpretation and effect of these conditions of sale and any amendment hereto shall be governed by the laws of the Commonwealth of Virginia.

G. These conditions of sale constitute the entire understanding between the Buyer and Seller concerning the subject hereof, and any representation, promise, understanding, proposal, agreement, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Seller. No modification, amendment, recission, waiver or other change shall be binding on Seller unless assented to in writing by Seller. Seller does not assume any obligations or liabilities in connection with the sale of its equipment other than those expressly stated in this instrument and does not authorize any person (including seller's manufacturer's representatives and sales agents) to assume for Seller any other obligations or liabilities.

City of Broken Arrow

Request for Action

File #: 25-1145, **Version:** 1

Broken Arrow City Council
Meeting of: 8-19-2025

Title:
Approval of and authorization to fund the fourth year of CentralSquare's Public Safety Pro Suite renewal order

Background:
On May 19, 2020, the City Council approved the purchase of a new software system for use by Public Safety, replacing the aging legacy system that had been utilized since 1996. The City is approaching its fourth year of using the Public Safety Enterprise Resource Planning (ERP) System provided by CentralSquare and it is time to renew for year four. Included is the renewal order from CentralSquare.

Cost: $192,000.27

Funding Source: Fund 3443006-540550

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: CentralSquare Renewal Invoice 440238

Recommendation:
Approve and authorize the funding of the fourth year of CentralSquare's Public Safety Pro Suite renewal order

Invoice

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Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Broken Arrow Police Department
Scott Carr
220 S. 1st Street
Broken Arrow OK 74012
United States

Ship To
Broken Arrow Police Department
Scott Carr
220 S. 1st Street
Broken Arrow OK 74012
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
1085LG	Broken Arrow Police Department		USD	8/15/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
Quote No. Q-218559				
1	CrimeView Analytics: Standard (3 years data) CST System Subscription - Annual Subscription Fee Maintenance: Start:9/29/2025, End: 9/28/2026	1	5,788.13	5,788.13
2	CrimeView Analytics: Informative (3 years data) CST System Subscription - Annual Subscription Fee Maintenance: Start:9/29/2025, End: 9/28/2026	1	8,161.27	8,161.27
3	CAD PS Pro RapidSOS Integration Core Annual Subscription Fee - Annual Subscription Fee CAD - RapidSOS Integration Subscription Core Maintenance: Start:9/29/2025, End: 9/28/2026	1	868.20	868.20
4	CAD PS Pro RapidSOS LEI Integration Core (Agency Site License) Annual Subscription Fee - Annual Subscription Fee CAD - RapidSOS Integration Subscription Core (Agency Site License) Maintenance: Start:9/29/2025, End: 9/28/2026	1	1,736.40	1,736.40
5	Field Ops Subscription (for Zuercher Mobile users) Annual Su - Annual Subscription Fee Field Ops Subscription (for Zuercher Mobile users) Maintenance: Start:9/29/2025, End: 9/28/2026	25	138.91	3,472.75
6	Field Ops Subscription (for Zuercher Mobile users) Annual Su - Annual Subscription Fee Field Ops Subscription (for Zuercher Mobile users) Maintenance: Start:9/29/2025, End: 9/28/2026	25	138.91	3,472.75
7	Field Ops Subscription Annual Subscription Fee - Annual Subscription Fee ZSuite - Field Ops Subscription Maintenance: Start:9/29/2025, End: 9/28/2026	15	416.74	6,251.10
8	CAD PS Pro FirstWatch Analytics Interface (Export) Annual Maintenance Fee - Annual Maintenance Fee Maintenance: Start:9/29/2025, End: 9/28/2026	1	1,984.50	1,984.50

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Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
9	Mobile PS Pro AVL Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro AVL Annual Maintenance Fee Maintenance: Start:9/29/2025, End: 9/28/2026	35	33.08	1,157.82
10	Mobile PS Pro CAD Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro CAD Annual Maintenance Fee Maintenance: Start:9/29/2025, End: 9/28/2026	35	74.43	2,605.08
11	Mobile PS Pro Mapping Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro Mapping Annual Maintenance Fee Maintenance: Start:9/29/2025, End: 9/28/2026	35	181.92	6,367.37
12	Mobile PS Pro Records Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro Records Annual Maintenance Fee Maintenance: Start:9/29/2025, End: 9/28/2026	35	157.13	5,499.64
13	Mobile PS Pro NCIC Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro NCIC Annual Maintenance Fee Maintenance: Start:9/29/2025, End: 9/28/2026	35	0.00	0.00
14	Mapping PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee Mapping PS Pro Core Maintenance: Start:9/29/2025, End: 9/28/2026	1	1,984.50	1,984.50
15	Mapping PS Pro Core (Agncy Ste Lcnse) for FT CAD Wrksttns MT - Annual Maintenance Fee Mapping PS Pro Core (Agency Site License) for Full-Time CAD Workstations Maintenance: Start:9/29/2025, End: 9/28/2026	1	2,480.63	2,480.63
16	Mapping PS Pro Core (Seat Lic) fr Bckup/Sprvsr/PT Wrkstns MT - Annual Maintenance Fee Mapping PS Pro Core (Seat License) for Backup/Supervisor/ Part-Time Workstations Maintenance: Start:9/29/2025, End: 9/28/2026	5	148.84	744.19

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Customer No	Customer Name	Customer PO #	Currency	Due Date
1085LG	Broken Arrow Police Department		USD	8/15/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
17	Mapping PS Pro AVL (Agncy Site Lcnse) for FT CAD Wrksttns MT - Annual Maintenance Fee Mapping PS Pro AVL (Agency Site License) for Full-Time CAD Workstations Maintenance: Start:9/29/2025, End: 9/28/2026	1	1,736.44	1,736.44
18	Mapping PS Pro AVL (Seat Lic) for Bckp/Sprvsr/PT Wrksttns MT - Annual Maintenance Fee Mapping PS Pro AVL (Seat License) for Backup/Supervisor/Part-Time Workstations Maintenance: Start:9/29/2025, End: 9/28/2026	5	57.99	289.96
19	Mapng PS Pro AVL Pybck (Agcy Ste Lcnse) fr FT CAD Wrkstns MT - Annual Maintenance Fee Mapping PS Pro AVL Playback (Agency Site License) for Full-Time CAD Workstations Maintenance: Start:9/29/2025, End: 9/28/2026	1	909.56	909.56
20	Financial PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee Financial PS Pro Core Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
21	Financial PS Pro Core (Agency Site License) Annual Maintenan - Annual Maintenance Fee Financial PS Pro Core (Agency Site License) Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
22	Jail PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee Jail PS Pro Core Maintenance: Start:9/29/2025, End: 9/28/2026	1	3,307.50	3,307.50
23	Jail PS Pro Core (Agency Site License) Annual Maintenance Fe - Annual Maintenance Fee Jail PS Pro Core (Agency Site License) Maintenance: Start:9/29/2025, End: 9/28/2026	1	781.67	781.67
24	Jail PS Pro Advanced (Agency Site License) Annual Maintenanc - Annual Maintenance Fee Jail PS Pro Advanced (Agency Site License) Maintenance: Start:9/29/2025, End: 9/28/2026	1	260.19	260.19

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1085LG	Broken Arrow Police Department		USD	8/15/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
25	Jail PS Pro - N-DEx Adapter (IB IEPD) Annual Maintenance Fee - Annual Maintenance Fee Jail PS Pro - N-DEx Adapter (IB IEPD) Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
26	Mobile PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro Core Maintenance: Start:9/29/2025, End: 9/28/2026	1	826.88	826.88
27	Mobile PS Pro AVL Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro AVL Maintenance: Start:9/29/2025, End: 9/28/2026	110	33.08	3,638.25
28	Mobile PS Pro AVL Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro AVL Maintenance: Start:9/29/2025, End: 9/28/2026	25	33.08	826.88
29	Mobile PS Pro CAD Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro CAD Maintenance: Start:9/29/2025, End: 9/28/2026	110	74.42	8,186.06
30	Mobile PS Pro CAD Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro CAD Maintenance: Start:9/29/2025, End: 9/28/2026	25	74.44	1,861.02
31	Mobile PS Pro Mapping Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro Mapping Maintenance: Start:9/29/2025, End: 9/28/2026	110	181.91	20,010.38
32	Mobile PS Pro Mapping Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro Mapping Maintenance: Start:9/29/2025, End: 9/28/2026	25	181.91	4,547.81

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1085LG	Broken Arrow Police Department		USD	8/15/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
33	Mobile PS Pro NCIC Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro NCIC Maintenance: Start:9/29/2025, End: 9/28/2026	110	0.00	0.00
34	Mobile PS Pro Records Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro Records Maintenance: Start:9/29/2025, End: 9/28/2026	110	157.11	17,281.69
35	Personnel PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee Personnel PS Pro Core Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
36	Personnel PS Pro Core (Agency Site License) Annual Maintenan - Annual Maintenance Fee Personnel PS Pro Core (Agency Site License) Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
37	Personnel PS Pro Core (Agency Site License) Annual Maintenan - Annual Maintenance Fee Personnel PS Pro Core (Agency Site License) Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
38	PS Pro Production Server Annual Maintenance Fee - Hardware Maintenance PS Pro Production Server Maintenance: Start:9/29/2025, End: 9/28/2026	1	6,513.57	6,513.57
39	PS Pro Training/Testing Server Annual Maintenance Fee - Hardware Maintenance PS Pro Training/Testing Server Maintenance: Start:9/29/2025, End: 9/28/2026	1	4,808.00	4,808.00
40	PS Pro Warm Standby Server Annual Maintenance Fee - Hardware Maintenance PS Pro Warm Standby Server Maintenance: Start:9/29/2025, End: 9/28/2026	1	5,861.99	5,861.99

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1085LG	Broken Arrow Police Department		USD	8/15/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
41	PS Pro Production CrimeView Virtual Server Maintenance Fee - Annual Maintenance Fee PS Pro Production CrimeView Virtual Server Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
42	Personnel PS Pro Advanced (Agency Site License) Maintenance - Annual Maintenance Fee Personnel PS Pro Advanced (Agency Site License) Maintenance: Start:9/29/2025, End: 9/28/2026	1	445.41	445.41
43	Portal PS Pro - Remote CFS View Pack Annual Maintenance Fee - Annual Maintenance Fee Portal PS Pro - Remote CFS View Pack Maintenance: Start:9/29/2025, End: 9/28/2026	1	907.36	907.36
44	Portal PS Pro - Attorney Case View Annual Maintenance Fee - Annual Maintenance Fee Portal PS Pro - Attorney Case View Maintenance: Start:9/29/2025, End: 9/28/2026	1	907.36	907.36
45	Records PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee Records PS Pro Core Maintenance: Start:9/29/2025, End: 9/28/2026	1	1,240.31	1,240.31
46	PS Pro Warm Standby CrimeView Virtual Server Maintenance Fee - Annual Maintenance Fee PS Pro Warm Standby CrimeView Virtual Server Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
47	PS Pro Production NCIC Virtual Server Annual Maintenance Fee - Annual Maintenance Fee PS Pro Production NCIC Virtual Server Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
48	PS Pro Warm Standby NCIC Virtual Server Annual Maintenance - Annual Maintenance Fee PS Pro Warm Standby NCIC Virtual Server Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00

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1085LG	Broken Arrow Police Department		USD	8/15/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
49	PS Pro Production GIS Virtual Server Annual Maintenance Fee - Annual Maintenance Fee PS Pro Production GIS Virtual Server Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
50	Records PS Pro Core (Agency Site License) Annual Maintenance - Annual Maintenance Fee Records PS Pro Core (Agency Site License) Maintenance: Start:9/29/2025, End: 9/28/2026	1	8,434.13	8,434.13
51	PS Pro Warm Standby GIS Virtual Server Annual Maintenance Fe - Annual Maintenance Fee PS Pro Warm Standby GIS Virtual Server Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
52	Administration PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee Administration PS Pro Core Maintenance: Start:9/29/2025, End: 9/28/2026	1	661.50	661.50
53	Records PS Pro - OK Crime Reporting (SIBRS) Interface Maint - Annual Maintenance Fee Records PS Pro - OK Crime Reporting (SIBRS) Interface Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
54	Records PS Pro - N-DEx Adapter (IA IEPD) Annual Maintenance - Annual Maintenance Fee Records PS Pro - N-DEx Adapter (IA IEPD) Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
55	Administration PS Pro Core (Agency Site License) Maintenance - Annual Maintenance Fee Administration PS Pro Core (Agency Site License) Maintenance: Start:9/29/2025, End: 9/28/2026	1	1,146.60	1,146.60
56	CAD PS Pro Core Annual Maintenance Fee - Annual Maintenance Fee CAD PS Pro Core Maintenance: Start:9/29/2025, End: 9/28/2026	1	2,480.63	2,480.63

Invoice

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440238	6/16/2025	8 of 11

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Broken Arrow Police Department
Scott Carr
220 S. 1st Street
Broken Arrow OK 74012
United States

Ship To
Broken Arrow Police Department
Scott Carr
220 S. 1st Street
Broken Arrow OK 74012
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
1085LG	Broken Arrow Police Department		USD	8/15/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
57	CAD PS Pro Core (Agency Site License) Annual Maintenance Fee - Annual Maintenance Fee CAD PS Pro Core (Agency Site License) Maintenance: Start:9/29/2025, End: 9/28/2026	1	4,651.45	4,651.45
58	CAD PS Pro Advanced (Agency Site License) Annual Maintenance - Annual Maintenance Fee CAD PS Pro Advanced (Agency Site License) Maintenance: Start:9/29/2025, End: 9/28/2026	1	1,550.12	1,550.12
59	PS Pro Reporting Core Annual Maintenance Fee - Annual Maintenance Fee PS Pro Reporting Core Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
60	PS Pro Reporting Universal Interface Engine Maintenance Fee - Annual Maintenance Fee PS Pro Reporting Universal Interface Engine Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
61	CAD PS Pro Core (Backup Seat License) Annual Maintenance Fee - Annual Maintenance Fee CAD PS Pro Core (Backup Seat License) Maintenance: Start:9/29/2025, End: 9/28/2026	5	0.00	0.00
62	CAD PS Pro Advanced (Backup Seat License) Annual Maintenance - Annual Maintenance Fee CAD PS Pro Advanced (Backup Seat License) Maintenance: Start:9/29/2025, End: 9/28/2026	5	0.00	0.00
63	CAD PS Pro - Basic Paging (SMTP/Email) Interface Annul Maint - Annual Maintenance Fee CAD PS Pro - Basic Paging (SMTP/Email) Interface Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
64	CAD PS Pro - E911 (ANI/ALI) Interface Annual Maintenance Fee - Annual Maintenance Fee CAD PS Pro - E911 (ANI/ALI) Interface Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00

Invoice

Invoice No	Date	Page
440238	6/16/2025	9 of 11

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Broken Arrow Police Department
Scott Carr
220 S. 1st Street
Broken Arrow OK 74012
United States

Ship To
Broken Arrow Police Department
Scott Carr
220 S. 1st Street
Broken Arrow OK 74012
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
1085LG	Broken Arrow Police Department		USD	8/15/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
65	PS Pro - OLETS/NCIC Intrface (Basic Queries) Maintenance Fee - Annual Maintenance Fee PS Pro - OLETS/NCIC Interface (Basic Queries) Maintenance: Start:9/29/2025, End: 9/28/2026	1	1,929.38	1,929.38
66	PS Pro - OLETS/NCIC Interface (Adtnl States Data Mining) MT - Annual Maintenance Fee PS Pro - OLETS/NCIC Interface (Additional States Data Mining) Maintenance: Start:9/29/2025, End: 9/28/2026	1	2,412.27	2,412.27
67	PS Pro - Time Synchronization Interface Annual Maintenance - Annual Maintenance Fee PS Pro - Time Synchronization Interface Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
68	CAD PS Pro - ImageTrend Interface (Export) Annual Maintenanc - Annual Maintenance Fee CAD PS Pro - ImageTrend Interface (Export) Maintenance: Start:9/29/2025, End: 9/28/2026	1	1,240.31	1,240.31
69	CAD PS Pro-ProQA Pltnm-Crtified Intrfce (Imprt and Exprt) MT - Annual Maintenance Fee CAD PS Pro - ProQA Platinum-Certified Interface (Import and Export) Maintenance: Start:9/29/2025, End: 9/28/2026	1	2,480.63	2,480.63
70	CAD PS Pro - PulsePoint Interface (Export) Annual Maintenanc - Annual Maintenance Fee CAD PS Pro - PulsePoint Interface (Export) Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
71	CAD PS Pro - Rip and Run (Fax/Email) Intrface Annual Mainten - Annual Maintenance Fee CAD PS Pro - Rip and Run (Fax/Email) Interface Maintenance: Start:9/29/2025, End: 9/28/2026	1	0.00	0.00
72	CAD PS Pro - Custom Interface Placeholder Annual Maintenance - Annual Maintenance Fee CAD PS Pro Custom Interface Placeholder - US Digital Designs Phoenix G2 Interface (Export) Maintenance: Start:9/29/2025, End: 9/28/2026	1	3,101.33	3,101.33

Invoice

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Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Broken Arrow Police Department
Scott Carr
220 S. 1st Street
Broken Arrow OK 74012
United States

Ship To
Broken Arrow Police Department
Scott Carr
220 S. 1st Street
Broken Arrow OK 74012
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
1085LG	Broken Arrow Police Department		USD	8/15/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
73	CAD PS Pro - Custom Interface Placeholder Annual Maintenance - Annual Maintenance Fee CAD PS Pro Custom Interface Placeholder - StreetWise Interface (Import and Export) Maintenance: Start:9/29/2025, End: 9/28/2026	1	4,961.25	4,961.25
74	Crimemapping.com Annual Subscription Fee - Annual Subscription Fee Crimemapping.com Annual Subscription Fee Maintenance: Start:9/29/2025, End: 9/28/2026	1	661.51	661.51
75	PS Pro OLETS/NCIC Interface (QD Transaction) Annual Subscription Fee - Annual Subscription Fee PS Pro OLETS/NCIC Interface (QD Transaction) - NCIC Custom Query Maintenance: Start:9/29/2025, End: 9/28/2026	1	427.68	427.68
76	Records PS Pro API Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:8/26/2025, End: 9/28/2026	1	8,573.05	8,573.05
77	Jail PS Pro API Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:8/26/2025, End: 9/28/2026	1	2,957.02	2,957.02
78	Field Training Online (Stand-Alone)– Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:8/16/2025, End: 9/28/2026	1	6,608.79	6,608.79

Invoice

Invoice No	Date	Page
440238	6/16/2025	11 of 11

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Broken Arrow Police Department
Scott Carr
220 S. 1st Street
Broken Arrow OK 74012
United States

Ship To
Broken Arrow Police Department
Scott Carr
220 S. 1st Street
Broken Arrow OK 74012
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
1085LG	Broken Arrow Police Department		USD	8/15/2025

Invoice Sequence Number 1 of 1

Please include invoice number(s) on your remittance advice.

ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	192,000.27
Tax	0.00
Invoice Total	192,000.27
Payments Applied	0.00
Balance Due	**USD 192,000.27**

City of Broken Arrow

Request for Action

File #: 25-1181, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Approval of and authorization to purchase grapplers from Stock Enterprises for the new Police Department Chevy Tahoes and Ford F150 Responders

Background:
The Police Department is requesting the city approve the purchase of grapplers to be outfitted on the new patrol Chevy Tahoes (8) and Ford F150 Responders (2). We will seek approval from Council to purchase these vehicles shortly. The Police Department will equip all future full frame Tahoes and F150's with grapplers moving forward. These grapplers are tools mounted to the front of patrol cars and are used to end pursuits more safely. These grapplers are a sole source product manufactured by Stock Enterprises.

Funds have been appropriated and are available in Police Department's portion of the STCI.

Cost: $69,028.93

Funding Source: STCI Project #2630020 and 2630030

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Stock Enterprises quote and sole source letter

Recommendation:
Approve and authorize the purchase of grapplers for the new Police Department Chevy Tahoes and Ford F150 Responder

Stock Enterprises LLC
1731 W Rose Garden Ln Ste 10
Phoenix, AZ 85027
(623) 561-1591
sales@policebumper.com

Quote

ADDRESS	SHIP TO	QUOTE	62985
Broken Arrow Police Department OK	Broken Arrow Police Department OK	DATE	08/06/2025

PRODUCT #	PRODUCT/SERVICE	RATE	QTY	AMOUNT
GPB-1-A001-OS	Grappler Police Bumper + Install Kit (OS)	5,270.00	10	52,700.00T
GPB-1-N001-30	Duty Arresting Net, 30' Tether Credit available for used nets that are returned and refurbishable.	399.00	20	7,980.00T
GPB-1-PB001-OS	PIT Bar Set (OS)	700.00	10	7,000.00T
	Shipping w/Liftgate at Delivery Shipping cost is estimated and listed under the subtotal. The cost of a liftgate at delivery is included in the estimated shipping and will be removed if a liftgate is not needed.	0.00	1	0.00

Terms & Conditions: By purchasing, installing, and/or using the Grappler Police Bumper System ("the System") the Agency understands, accepts, and assumes all of the inherent risks of damage, injury, or death arising out of the use of the System.
All Grappler users must complete a Stock Enterprises approved and/or certified training program.

Equipment Warranty: Warranty period is 2 years from date of purchase and covers all workmanship, electrical, and mechanical components.
***Stock Enterprises highly recommends a wheel alignment be performed immediately after System installation.

SUBTOTAL	67,680.00
TAX	0.00
SHIPPING	1,348.93
TOTAL	**USD 69,028.93**

Accepted By

Accepted Date

Quote is valid for 90 days.

Stock Enterprises, LLC
8001 W Camino de Oro
Peoria, AZ 85383
(623) 561-1591
sales@policebumper.com

January 17, 2024

To whom it may concern,

Subject: Vehicle Arresting Device

The Grappler Vehicle Arresting Device and any components incorporated within the Grappler Vehicle Arresting Device were developed solely by Stock Enterprises, LLC.

No other entity manufactures or distributes the Grappler Vehicle Arresting Device or components of the Grappler Vehicle Arresting Device inside the United States.

U.S. proprietary protection for the Grappler Vehicle Arresting Device is given to Stock Enterprises, LLC by patents US 7,452,015 B1 and US 7,665,779 B2.

Thank you,

Leonard Stock
President
Stock Enterprises, LLC

City of Broken Arrow

Request for Action

File #: 25-1160, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Approval of and authorization to purchase one (1) Ford F-350 Extended Cab with 7 Yard Curbtender Body from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035 for Parks Department

Background:

In alignment with the budgetary allocation in the Broken Arrow Capital Outlay Sales Tax Capital Improvement Fund 330, funds have been approved for the purchase of one (1) F-350 Extended Cab truck equipped with a 7-yard Curbtender manual side loader for the Parks Department. This acquisition is identified under Project Number 2660040 in the FY2026 Vehicle Replacement Plan.

To maximize the City's resources and leverage cost efficiencies, the Maintenance Services Department recommends procuring the refuse truck through the Oklahoma Statewide Contract SW035. This contract enables municipal agencies across Oklahoma to purchase vehicles at pre-negotiated state contract pricing, eliminating the need for a separate bid process while providing substantial cost and administrative savings. Utilizing State Contract SW035 ensures compliance with budgetary constraints while securing a durable, high-quality asset for the Parks Department.

Section 2-27(b)(5) of the Broken Arrow Code of Ordinances provides an exception to the competitive bidding process for supplies, materials, equipment, or contractual services purchased at a price not exceeding that set by the state purchasing agency, any other state agency authorized to regulate prices, or from purchasing consortiums.

In addition, Section V.d of the Broken Arrow Purchasing Manual authorizes purchases from "the state contract or other purchasing consortiums," noting that such purchases eliminate the need for formal competitive bidding. State Contract SW035 qualifies under both the Code of Ordinances and the Purchasing Manual.

Following a comprehensive evaluation of available options, the Maintenance Services Department recommends approval and award of the purchase to Vance Country Ford in the amount of $140,330, in accordance with State Contract SW035.

Cost: $140,330

Funding Source: 2660040-3306000-570020

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: 2026 FORD F350 Ext Cab 4x2 Curbtender Body 7-7-25

Recommendation:
Approval of and authorization to purchase one (1) Ford F-350 Extended Cab with 7 Yard Curbtender Body from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035 for Parks Department

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466

JOHN VANCE FLEET SERVICES

QUOTE

DATE	7/7/2025
QUOTE NUMBER	000Q17458
EXPIRATION DATE	8/16/2025
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:
City of Broken Arrow

Blake Dampf
PO BOX 610
Broken Arrow, OK 74013
(918)259-7000

SHIP TO:
City of Broken Arrow
Blake Dampf
PO BOX 610
Broken Arrow, OK 74013
(918)259-7000

Any Questions? Call 405-282-3800
Britt Woods

Britt@VanceFleet.Com

Qty	OPTION	Description	Unit Price	Ext. Price
		2025 STATE OF OKLAHOMA CONTRACT		
1	X3G	2026 FORD F350 EXTENDED CAB 4X2	$51,396.00	$51,396.00
1	640A	XL TRIM	$0.00	$0.00
		POWER WINDOWS		
		POWER LOCKS		
		KEYLESS ENTRY		
		CRUISE CONTROL		
1	99N	7.3L V8 GASOLINE	$0.00	$0.00
1	44G	10SPD AUTO TRANS	$0.00	$0.00
1	TBM	17" ALL TERRAIN TIRES	$0.00	$0.00
1	X4L	4.30 LIMITED SLIP REAR AXLE	$395.00	$395.00
1	18B	BLACK PLATFORM RUNNING BOARDS	$445.00	$445.00
1	512	SPARE TIRE AND WHEEL	$0.00	$0.00
1	52B	TRAILER BRAKE CONTROL	$300.00	$300.00
1	Z1	EXTERIOR : OXFORD WHITE	$0.00	$0.00
1	AS	INTERIOR : VINYL 40/20/40 SPLIT BENCH SEAT MED DARK SLATE	$0.00	$0.00
		SubTotal		**$52,536.00**
		PUP MANUAL SIDE LOADER		
1	PUP	CURBTENDER PUP	$87,793.59	$87,793.59
		TRUCK MOUNT		
		MANUAL LIFT		
		7 CU YARD / 4CU YARD BODY / 3CU YARD HOPPER		
		HYDRAULIC TAILGATE WITH AUTO LOCK		
		FULL SIZE EJECT PANEL		
		HORIZONTAL PUSH LOAD EJECTION		
		11- GAUGE BODY AND HOPPER		
		1,500 PSI WORKING PRESSURE		
		12GMP @1,000RPM		
		12-GALLON RESERVOIR		
		15SECOND CYCLE TIME		
		TWO 2-1/2 PACKING EJECTION CYLINDERS		
		10 PICRON RETURN FILTER		
		HOT SHIFT PTO WITH EOS		
		STREETSIDE PERKINS D60988-27K BARREL TIPPER		
		STANDARD LIGHTING PACKAGE		

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

SUB-TOTAL	$140,329.59
	$0.00
TOTAL DUE	**$140,329.59**

Qty	OPTION	Description	Unit Price	Ext. Price
		TWO WORK LIGHTS / ONE EACH SIDE		
		STROBE LIGHT MOUNTED ON REAR TAILGATE		
		BACK UP CAMERA SYSTEM		
		FACTORY INSTALLED / CEDAR FALLS IA		
		PAINTED WHITE		
		12-MONTH STANDARD WARRANTY		

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

SUB-TOTAL	$140,329.59
	$0.00
TOTAL DUE	**$140,329.59**

City of Broken Arrow

Request for Action

File #: 25-1163, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Approval of and authorization to purchase one (1) Ford F-250 Crew Cab 4x4 with Short Bed from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035 for Parks Department

Background:
In alignment with the budgetary allocation in the Broken Arrow Vehicle Replacement Fund 329, funds have been approved for the purchase of a new F-250 Crew Cab 4x4 truck equipped with a standard short bed for the Parks Department. This acquisition is identified under Project Number 2660010 in the FY2026 Vehicle Replacement Plan.

To maximize resources and achieve cost efficiencies, the Maintenance Services Department recommends procuring the vehicle through the Oklahoma Statewide Contract SW035. This contract allows municipal agencies across Oklahoma to purchase vehicles at pre-negotiated state contract pricing, eliminating the need for a separate bid process while providing substantial cost and administrative savings. Utilizing State Contract SW035 ensures compliance with budgetary constraints while securing a durable, high-quality asset for the Parks Department.

Section 2-27(b)(5) of the Broken Arrow Code of Ordinances provides an exception to the competitive bidding process for supplies, materials, equipment, or contractual services purchased at a price not exceeding that set by the state purchasing agency, any other state agency authorized to regulate prices, or from purchasing consortiums.

In addition, Section V.d of the Broken Arrow Purchasing Manual authorizes purchases from “the state contract or other purchasing consortiums,” noting that such purchases eliminate the need for formal competitive bidding. State contract pricing qualifies under both the Code of Ordinances and the Purchasing Manual.

Following a review of available options, the Maintenance Services Department recommends approval to purchase the F-250 Crew Cab 4x4 truck from Vance Country Ford in the amount of $53,345.00 through State Contract SW035.

Cost: $53,345

Funding Source: 2660010-3296000-570020-Parks

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: 2026 FORD F250 Crew Cab 4X4 Short Bed 8-6-25

Recommendation:
Approval of and authorization to purchase one (1) Ford F-250 Crew Cab 4x4 with Short Bed from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035 for Parks Department

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466

QUOTE

DATE	8/11/2025
QUOTE NUMBER	000Q17721
EXPIRATION DATE	9/18/2025
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:
City of Broken Arrow

Ryan Baze
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012
918-251-5311

SHIP TO:
City of Broken Arrow
Ryan Baze
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012
918-251-5311

Any Questions? Call 405-282-3800
Britt Woods
Britt@VanceFleet.Com

Qty	OPTION	Description	Unit Price	Ext. Price
1	W2B	2026 FORD F250 CREW CAB 4X4 SWB	$46,306.00	$46,306.00
1	4WD / 17x	FOUR WHEEL DRIVE w/ SKID PLATES	$3,785.00	$3,785.00
1	600A	XL TRIM LEVEL	$0.00	$0.00
1	99A	6.8L V8 GASOLINE	$0.00	$0.00
1	44F	10SPD AUTO TRANS	$0.00	$0.00
1	TBM	245 BSW 17" ALL TERRAIN TIRES	$165.00	$165.00
1	X3E	3.73 ELEC LOCKING REAR DIFF	$430.00	$430.00
1	66D	PICKUP BOX DELETE	$0.00	$0.00
1	18B	BLACK PLATFORM RUNNING BOARDS	$445.00	$445.00
1	43C	120V 400W POWER OUTLET	$213.75	$213.75
1	512	SPARE TIRE AND WHEEL	$0.00	$0.00
1	52B	TRAILER BRAKE CONTROL	$300.00	$300.00
1	52S	INTERIOR WORK SURFACE	$133.00	$133.00
1	66S	UPFITTERS SWITCHES	$230.00	$230.00
1	67E	250 AMP ALTERNATOR	$237.50	$237.50
1	96D	XL DRIVERS ASSIST -inc: Pre-Collision Assist, Automatic Emergency Braking (AEB) and forward collision warning, Automatic High Beam	$693.50	$693.50
1	96V	XL CHROME PACKAGE	$403.75	$403.75
1	Z1	EXTERIOR : OXFORD WHITE	$0.00	$0.00
1	AS	INTERIOR : VINYL 40/20/40 SPLIT BENCH SEAT MED DARK SLATE	$0.00	$0.00
		SubTotal		**$53,342.50**

Accepted By: _____
Terms:
THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.
1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE
2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.

SUB-TOTAL	$53,342.50
	$0.00
TOTAL DUE	$53,342.50

1 of 1

City of Broken Arrow

Request for Action

File #: 25-1162, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Approval of and authorization to purchase one (1) Ford F-350 Regular Cab with Knapheide 9ft Drop Side Dump Body from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035 for Parks Department

Background:
In alignment with the budgetary allocation in the Broken Arrow Capital Outlay Sales Tax Capital Improvement Fund 330, funds have been approved for the purchase of one (1) F-350 Regular Cab truck equipped with a 9-foot Knapheide Drop Side Dump Body for the Parks Department. This acquisition is identified under Project Number 2660030 in the FY2026 Vehicle Replacement Plan.

To maximize resources and achieve cost efficiencies, the Maintenance Services Department recommends procuring the vehicle through the Oklahoma Statewide Contract SW035. This contract allows municipal agencies across Oklahoma to purchase vehicles at pre-negotiated state contract pricing, eliminating the need for a separate bid process while providing substantial cost and administrative savings. Utilizing State Contract SW035 ensures compliance with budgetary constraints while securing a durable, high-quality asset for the Parks Department.

Section 2-27(b)(5) of the Broken Arrow Code of Ordinances provides an exception to the competitive bidding process for supplies, materials, equipment, or contractual services purchased at a price not exceeding that set by the state purchasing agency, any other state agency authorized to regulate prices, or from purchasing consortiums.

In addition, Section V.d of the Broken Arrow Purchasing Manual authorizes purchases from “the state contract or other purchasing consortiums,” noting that such purchases eliminate the need for formal competitive bidding. State contract pricing qualifies under both the Code of Ordinances and the Purchasing Manual.

Following a review of available options, the Maintenance Services Department recommends approval to purchase of one (1) F-350 Regular Cab truck with a 9-foot Knapheide Drop Side Dump Body for the Parks Department from Vance Country Ford in the amount of $69,965.00, in accordance with Oklahoma Statewide Contract SW035.

Cost: $69,965

Funding Source: 2660030-3306000-570020

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: 2026 FORD F350 Reg Cab 4X2 Knapheide Dump Body 8-6-25

Recommendation:
Approval of and authorization to purchase one (1) Ford F-350 Regular Cab with Knapheide 9ft Drop Side Dump Body from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035 for Parks Department

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466

JOHN VANCE FLEET SERVICES

QUOTE

DATE	7/7/2025
QUOTE NUMBER	000Q17578
EXPIRATION DATE	8/16/2025
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:
City of Broken Arrow

Blake Dampf
PO BOX 610
Broken Arrow, OK 74013
(918)259-7000

SHIP TO:
City of Broken Arrow
Blake Dampf
PO BOX 610
Broken Arrow, OK 74013
(918)259-7000

Any Questions? Call 405-282-3800
Britt Woods

Britt@VanceFleet.Com

Qty	OPTION	Description	Unit Price	Ext. Price
		2025 STATE OF OKLAHOMA		
1	F3G	2026 FORD F350 REG CAB 4X2 60CA	$49,772.00	$49,772.00
1	640A	XL TRIM PACKAGE	$0.00	$0.00
1	99T	6.7L V8 POWERSTROKE TURBO DIESEL	$0.00	$0.00
1	44G	10SPD AUTO TRANS	$0.00	$0.00
1	TBM	17" ALL TERRAIN TIRES	$0.00	$0.00
1	X4N	4.10 LIMITED SLIP REAR AXLE	$395.00	$395.00
1	18B	BLACK PLATFORM RUNNING BOARDS	$445.00	$445.00
1	512	SPARE TIRE AND WHEEL	$0.00	$0.00
1	52B	TRAILER BRAKE CONTROLLER	$300.00	$300.00
1	Z1	EXTERIOR : OXFORD WHITE	$0.00	$0.00
1	AS	INTERIOR : VINYL 40/20/40 SPLIT BENCH SEAT MED DARK SLATE	$0.00	$0.00
		SubTotal		**$50,912.00**
		DUMP BODY		
1	KDBDS916	9' KNAPHEIDE DROP SIDES DUMP 16" SIDE 3.29 YARDS CAPACITY 1/4 CAB GUARD ELECTRIC / HYDRAULIC HOIST	$14,070.84	$14,070.84
1	1809055	HITCH PLATE / ICC BUMPER	$597.34	$597.34
1		TARP SYSTEM WITH MESH TARP	$723.84	$723.84
1		FUEL ELECTRICAL SUPPLIES	$400.00	$400.00
1		7WAY TRAILER PLUG RV STYLE ROUND	$325.00	$325.00
1		FUEL TEST	$35.00	$35.00
1		SHIPPING AND HANDLING	$300.00	$300.00
1		TOUCH UP PAINT AND TOUCH UP	$300.00	$300.00
1	9900593	ADAPTER HARNESS	$75.00	$75.00
1	EW3420	50"SAFETY DIRECTOR LIGHTBAR	$1,086.75	$1,086.75
4	ED3802AW	AMBER WHITE STROBES FRONT AND REAR	$239.38	$957.52
1	EZ3420-CBL	EXTENSION HARNESS FOR LIGHTBAR	$103.29	$103.29
1	EZ1415	MOUNT FOR CONTROLLER	$77.74	$77.74

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

SUB-TOTAL	$69,964.32
	$0.00
TOTAL DUE	**$69,964.32**

1 of 1

City of Broken Arrow

Request for Action

File #: 25-1203, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Approval of and authorization to purchase one (1) Ford T350 Transit Passenger Van from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035 for Parks Department

Background:
In alignment with the budgetary allocation in the Broken Arrow Vehicle Replacement Fund 329, funds have been approved for the purchase of a new Ford T350 Transit Passenger Van for the Parks Department. This acquisition is identified under Project Number 2660020 in the FY2026 Vehicle Replacement Plan.

The Maintenance Services Department recommends procuring the vehicle through the Oklahoma Statewide Contract SW035, which allows municipal agencies to purchase vehicles at pre-negotiated pricing. This approach eliminates the need for a separate bid process while ensuring competitive pricing, administrative efficiency, and compliance with budgetary constraints.

Section 2-27(b)(5) of the Broken Arrow Code of Ordinances provides an exception to the competitive bidding process for supplies, materials, equipment, or contractual services purchased at a price not exceeding that set by the state purchasing agency, any other state agency authorized to regulate prices, or from purchasing consortiums. In addition, Section V.d of the Broken Arrow

Purchasing Manual authorizes purchases from “the state contract or other purchasing consortiums,” noting that such purchases eliminate the need for formal competitive bidding. State Contract SW035 qualifies under both the Code of Ordinances and the Purchasing Manual.

Following a review of available options, the Maintenance Services Department recommends approval to purchase the Ford T350 Transit Passenger Van from Vance Country Ford in the amount of $55,683.00 through the Oklahoma Statewide Contract SW035.

Cost: $55,683.00

Funding Source: 2660020-3296000-570020-Parks

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager’s Office

Attachments: 2026 FORD T350 Transit Passenger Van

Recommendation:
Approval of and authorization to purchase one (1) Ford T350 Transit Passenger Van from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035 for Parks Department

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466

QUOTE

DATE	8/12/2025
QUOTE NUMBER	000Q17740
EXPIRATION DATE	9/19/2025
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:
City of Broken Arrow

Ryan Baze
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012
918-251-5311

SHIP TO:
City of Broken Arrow
Ryan Baze
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012
918-251-5311

Any Questions? Call 405-282-3800
Britt Woods
Britt@VanceFleet.Com

Qty	OPTION	Description	Unit Price	Ext. Price
1	X2C	2026 FORD T350 TRANSIT MIDROOF TRANSIT PASSENGER VAN	$54,174.00	$54,174.00
1	X2C	UPGRADE TO MIDROOF VAN	$1,184.00	$1,184.00
1	301A	XL TRIM	$0.00	$0.00
1	998	3.5L PFDI V6	$0.00	$0.00
1	44U	10SPD AUTO TRIM	$0.00	$0.00
1	TC8	16C ALL SEASON TIRES	$0.00	$0.00
1	X7L	3.73 LIMITED SLIP REAR AXLE	$0.00	$0.00
1	20C	9500# GVWR	$0.00	$0.00
1	86F	2 ADDITIONAL KEYS	$325.00	$325.00
1	Z1	EXTERIOR : OXFORD WHITE	$0.00	$0.00
1	CK	INTERIOR : CLOTH 12 PASSENGER PALAZZO GRAY	$0.00	$0.00
		SubTotal		**$55,683.00**
1	HR	HIGH ROOF UPGRADE NOT AVAILABLE	$0.00	$0.00

Accepted By: _____

Terms:
THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.
1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

SUB-TOTAL	$55,683.00
	$0.00
TOTAL DUE	**$55,683.00**

City of Broken Arrow

Request for Action

File #: 25-1165, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Approval of and authorization to purchase one (1) 2025 F-550 Regular Cab 4x4 with Versalift VST47MHI insulated articulating telescopic aerial device from Versalift, a Time Manufacturing Company pursuant to Sourcewell Contract 110421-TIM

Background:
In alignment with the budgetary allocation in the Broken Arrow Capital Outlay Sales Tax Capital Improvement Fund 330, funds have been approved for the purchase of a new 2025 F-550 Regular Cab 4x4 truck equipped with a Versalift VST47MHI insulated articulating telescopic aerial device for the Information and Technology Department. This acquisition is identified under Project Number [insert project number] in the FY2026 Vehicle Replacement Plan.

To maximize the City's resources and achieve cost efficiencies, the Maintenance Services Department recommends procuring the vehicle and aerial device through the Sourcewell Cooperative Purchasing Contract 110421-TMI. This contract allows participating agencies to purchase equipment at competitively solicited, pre-negotiated pricing, eliminating the need for a separate bid process while providing substantial cost and administrative savings. Utilizing Sourcewell Contract 110421-TMI ensures compliance with budgetary requirements while securing a high-quality, durable asset to meet the operational needs of the Information and Technology Department.

Following a comprehensive evaluation of available options, the Maintenance Services Department recommends approval and award of the purchase to Versalift Southwest in the amount of $212,820, in accordance with Sourcewell Contract 110421-TMI.

Cost: $212,820

Funding Source: 2612010-3301200-570020-IT

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: 2025 F550 VST47MHI insulated articulating telescopic aerial device

Recommendation:
Approval of and authorization to purchase of one (1) 2025 F-550 Regular Cab 4x4 with Versalift VST47MHI

insulated articulating telescopic aerial device from Versalift, a Time Manufacturing Company pursuant to Sourcewell Contract 110421-TIM

Time Manufacturing Co.
7601 Imperial Drive
Waco, Texas 76712-6608
254.399.2100

VERSALIFT
A TIME MANUFACTURING COMPANY

QUOTATION

SOURCEWELL N-25304R1

Customer:	**City of Broken Arrow**	**Date:**	**8/8/2025**
Attn:	**Ryan Baze**	**Model:**	**VST-40-MHI**
Email:	**RBaze@brokenarrowok.gov**		
Address:	**485 North poplar Ave**		
	Broken Arrow, OK 74012		

VERSALIFT SOURCEWELL CONTRACT #110421-TIM

Model	Description	Sourcewell Price
VST-40-I	Insulated 40 ft. telescopic aerial platform lift, 45 ft. working height including the following standard feature items:	**$128,462.00**

STANDARD SOURCEWELL FEATURES:

- 19,500 GVWR, 84” Ford F550 4X2 chassis with automatic transmission, 6.7L diesel engine,
- and air conditioning.
- 132” steel service body with standard compartments treadplate tops and 24” tailshelf.
- Standard platform capacity of 500 lbs. (204 kg).
- Standard 46-1/4” pedestal.
- Hydraulic pump.
- TruGuard™ 2.0 dielectric isolating system with Right Hand single stick control. All control handles are isolated and Tested per ANSI 92.2. The high resistive dielectric system is protected from direct environmental and job related contamination. TruGuard™ 2.0 technology incorporates the use of full hydraulic controls with durable metal handles and linkages
- Main A-frame outriggers.
- Full pressure turret mounted lower controls with override.
- Engine start/stop from platform and lower controls.
- Continuous rotation including one pass slip ring for start/stop system.
- Hydraulic 180 degree platform rotator.
- Six gpm (22.7 lpm) open center hydraulic system at 2500 psi (175 kg/cm²).
- Side mounted telescopic upper boom for low stowed platform.
- Fiberglass inner boom and patented ELECTROGARD provide insulation gap fully retracted meeting ANSI A92.2-2015 requirements for Category C, 46 KV and below.
- Chassis insulating system (fiberglass lower boom insert) providing 12 in. (0.30 m)
- Insulation gap and including accommodations to bridge insulation gap for testing per ANSI A92.2
- ELECTROGARD and inner boom furnished with white urethane paint over a white gel coat.
- Non-lube bearings used throughout.
- One set hydraulic tools at platform.
- Integral hydraulic oil reservoir with dual sight gauges and 17 gallon (64.4 l) capacity.
- Closed 24 in. X 24 in. X 42 in. (0.61m X 0.61m X 1.07m) fiberglass platform with one curbside step (in end hung position)
- Master/slave hydraulic leveling with upper control to tilt for cleanout or rescue.
- Upper boom storage cradle with ratchet type tie down strap and tubular rubber platform support
- PTO power source.
- 5lb Fire Extinguisher, reflector kit, and mudflaps
- Hydraulic oil.
- Mounting hardware.
- Two operator’s manuals and two service manuals.
- ANSI A92.2 data plate.

CUSTOMER REQUESTED OPEN MARKET OPTIONS:

Open market items and options listed below in lieu of or in addition to above Sourcewell standard features and price $82,931.00

- VST47MHI insulated articulating telescopic aerial device in lieu of the above VST40I aerial device
- Hydraulic dual arm articulating jib pole and winch package for up to 1000lbs
- 24” x 30” x 42” closed platform with liner and cover in lieu of the above platform with liner and cover
- Emergency power
- Auto throttle.
- Full body safety harness and lanyard
- Install back-up alarm
- Wheel chocks and outrigger pads
- Install park brake interlock
- Combo pintle hitch with 2” ball, ICC bumper, D-rings and 7-prong trailer connector
- Two (2) amber strobe lights in grille and two (2) in tailshelf
- 132’ long steel body with LED light package, master door locks, 30 long tailshelf, tailgates at side and rear, hotstick shelf with rear access door on streetside, side access at 2nd vertical on curbside, master door locks, undercoating, and wheel chock and outrigger pad storage in lieu of the above 132” steel service body
- 2025 Ford F550 4x4 cab and chassis with 84” CA and 19,500 lb. GVWR, 6.7 V* turbo diesel engine,10 speed auto transmission,power windows and locks, engine block heater, trailer brake controller, high capacity trailer tow package, cruise control, keyless entry, AM/FM stereo with SYNC Communications System, and rear view camera in lieu of Sourcewell chassis above.
- 2000 watt inverter installed in front curbside compartment
- Cone holder installed on the streetside of the tailshelf

Price Summary

TOTAL PRICE F.O.B. WACO, TX.:	**$211,393.00**
DELIVERY TO BROKEN AROW, OK:	**$ 1,424.00**
COMPLETE TOTAL PRICE F.O.B. MILLTOWN, NJ.	**$212,817.00**

TERMS: Net 30 days. MSO to be sent after receipt of payment.
SHIPMENT: Approximately 90-120 days after receipt of order. This is a stock unit and is subject to prior sales.
NOTE: Price subject to change due to possible surcharges which will be added to the final total price.

Thank you for considering **<VERSALIFT>** to meet your utility equipment needs. We look forward to earning your business.

Sincerely,

Jeffrey Drews
Quote Manager
Phone: (254)420-5321
JeffreyDrews@versalift.com

City of Broken Arrow

Request for Action

File #: 25-1185, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for construction to mitigate erosion and re-establish the ditch along West Freeport Street

Background:
The case was brought before the Drainage Advisory Committee on July 28th, 2025 for design funds. The Committee voted 6-0 to recommend approval of expenditure of funds.

The project is located at 319 W. Freeport St. in Old Town Broken Arrow at the southeast corner of W. Freeport St. and N. Cedar Ave. Street runoff flows west along Freeport St. and through the applicant's front yard and driveway. The runoff from the street has washed out the gravel driveway causing craters, inundates the backyard, and gets into the applicant's shed.

The ditch along the road appears to have silted in. Curb and gutter along Cedar St. appears to be blocking the flow, diverting the street runoff onto the applicant's property causing adverse impacts.

Staff is requesting $20,000.00 of the 2018 General Obligation Bond Proposition 6 for mitigating the erosion and re-establishing the ditch along W. Freeport St.

This area flows to Haikey Creek.

Cost: $20,000.00

Funding Source: 2018 General Obligation Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:
Accept the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for construction to mitigate erosion and re-establish the ditch along West Freeport Street

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	July 10, 2025
NAME	Ruth Mellott
ADDRESS / LOCATION	319 W. Freeport St.
WATERSHED	Haikey Creek
ESTIMATE	$20,000
CASE NO.	25-013

DESCRIPTION

The project is located at 319 W. Freeport St. in Old Town Broken Arrow at the southeast corner of W. Freeport St. and N. Cedar Ave. Street runoff flows west along Freeport St. and through the applicant's front yard and driveway. The runoff from the street has washed out the gravel driveway causing craters, inundates the backyard, and gets into the applicant's shed.

The ditch along the road appears to have silted in over time. Curb and gutter along Cedar St. appears to be blocking the flow, diverting the street runoff onto the applicant's property causing adverse impacts.

Staff is requesting $20,000.00 of the 2018 General Obligation Bond Proposition 6 for mitigating the erosion and re-establishing the ditch along W. Freeport St.

This area flows to Haikey Creek.

Case No. 25-013

BENEFIT

Mitigate the runoff from the public road eroding private property.

RECOMMENDATION

Approve the request for expenditure of $20,000 to mitigate erosion and re-establish the ditch.

COMPLETED BY: **Sarah Walters** **DATE: 7/10/2025**

Walters, Sarah

From: Wilson, Patrick
Sent: Wednesday, July 2, 2025 4:16 PM
To: Walters, Sarah
Cc: Reed, David
Subject: FW: *NEW SUBMISSION* Drainage Advisory Committee Project Application

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

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

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From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Wednesday, July 2, 2025 4:15 PM
To: Wilson, Patrick <PWilson@brokenarrowok.gov>; Engineering & Stormwater <engineering.stormwater@brokenarrowok.gov>
Subject: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Drainage Advisory Committee Project Application

Submission #:	4160797
IP Address:	172.59.121.110
Submission Date:	07/02/2025 4:15
Survey Time:	16 minutes, 27 seconds

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

Owner Name

Ruth Mellott

Phone

(918) 822-3272

Email

ruthieemellott@gmail.com

Owner Mailing Address

319 West Freeport Street
Broken Arrow, OK 74012

Address of Property with Drainage Problem

319 West Freeport Street
Broken Arrow, OK

Location of Drainage Issue on Property

Drive way / backyard

Description of Problem

Water flows down Freeport St through my front yard and driveway, it has washed almost all gravel out causing craters, also floods my back yard causing flooding into the shed, had to replace several items because of the flooding, the rain water needs to be directed to flow to a drain, Thank you for your help!

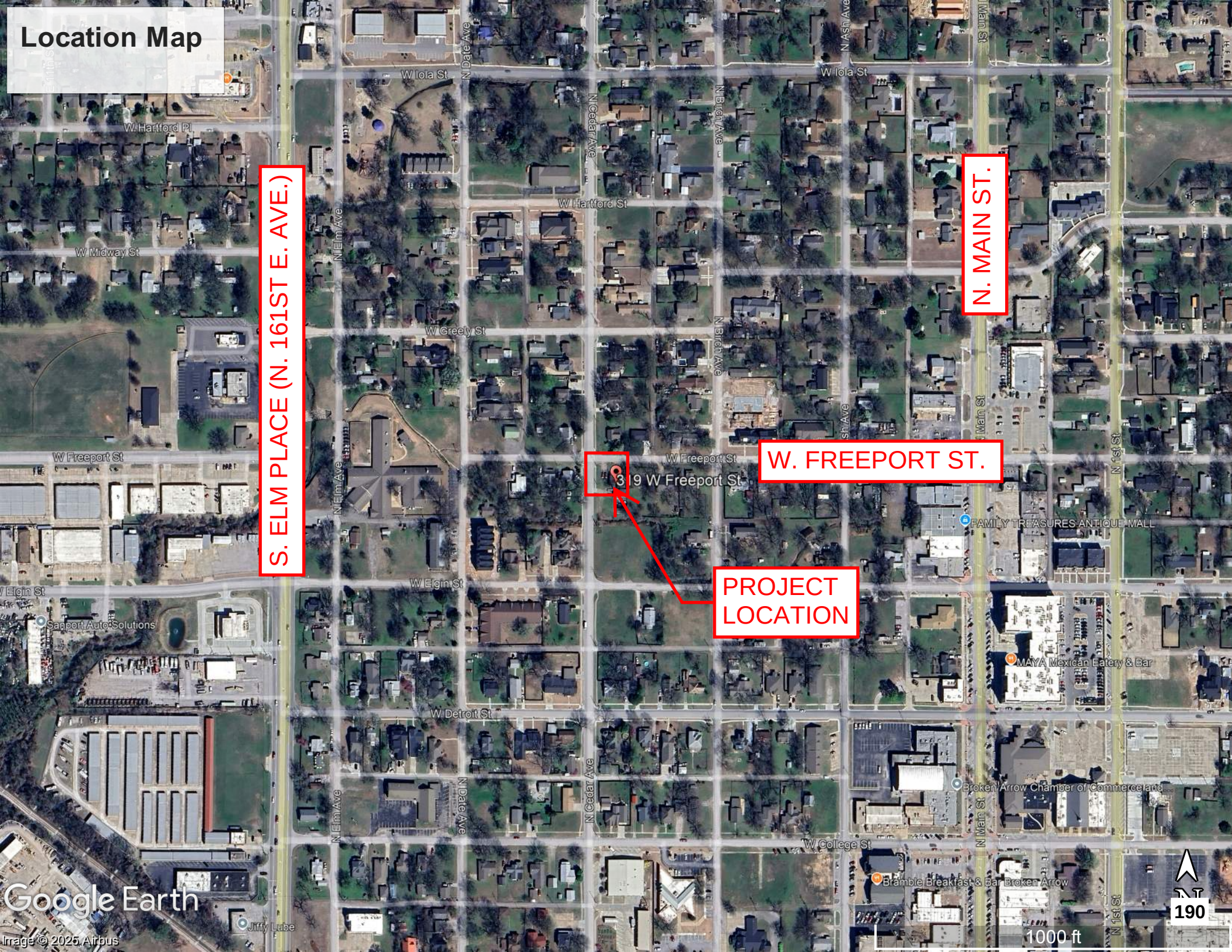
Please attach photos depicting the Drainage Issue

1751490720703424458842629815 6736.jpg
1751490769721686500810165875 7231.jpg

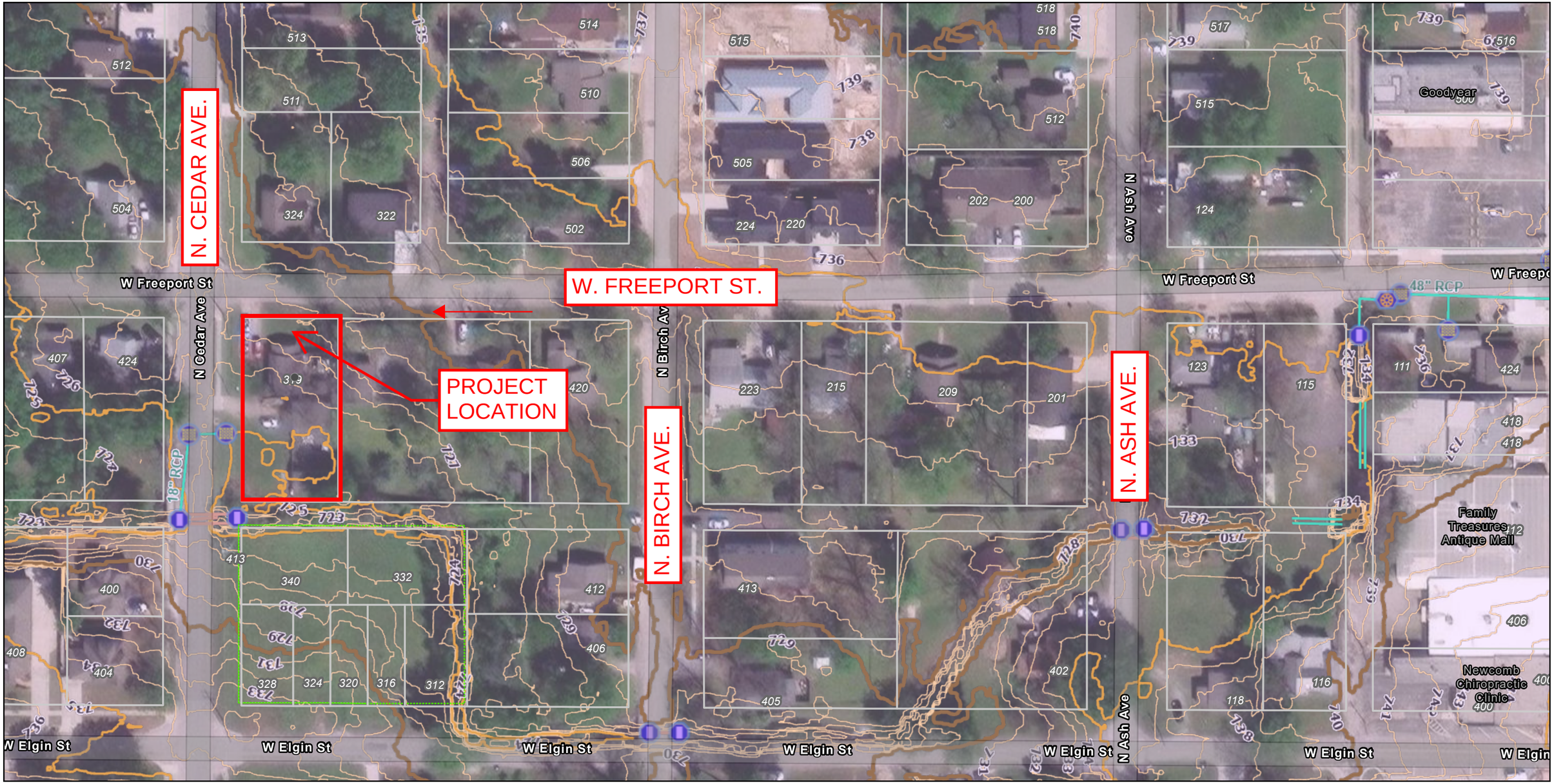
Thank you,
City of Broken Arrow

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Location Map



Stormwater Utility Map



7/10/2025 11:35 AM

Parcels
BA_Contours_2017
Type
- 1 FT
- 5 FT
- 10 FT
- Sections (PLSS)
- Blue Line Streams (ODOT)
- Address Points
- SubDivisions

Detention Pond
Culvert
- Unknown
- Pipe Culvert
- Pipe Arch Culvert
- Box Culvert
- Arch Culvert
- Bridge Culvert

Linear Drain
- Unknown
- Trench Drain
- Slotted Drain

Open Channel
- Unknown
- Aquaduct Channel
- Spillway Channel
- Natural Channel

Ditch Channel
Roadside Gutter

Pipe
- Unknown
- Gravity
- Force Main
- Perforated

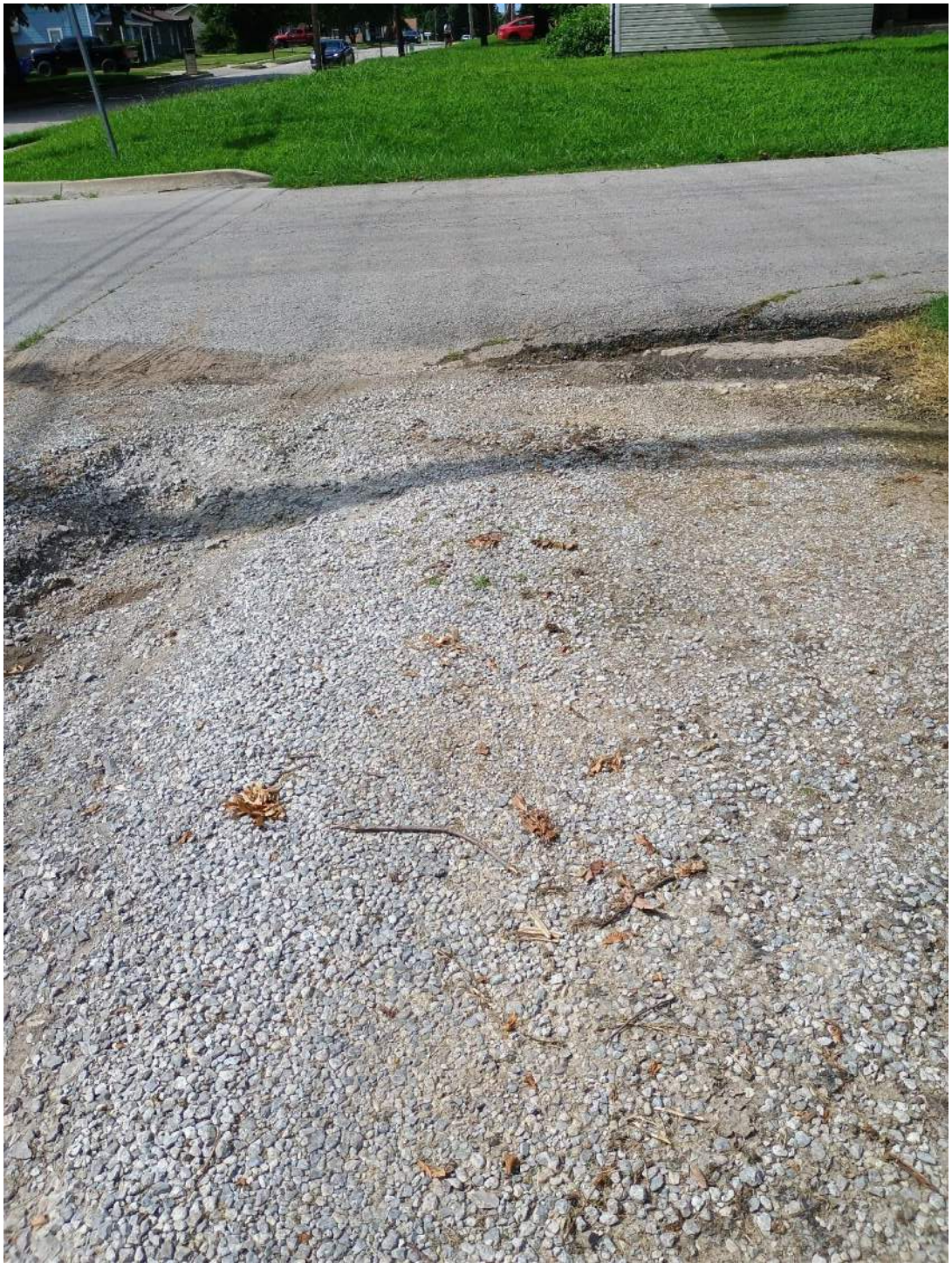
BMP Inlet
- Unknown
- Apron
- Pipe Inlet
- Channel

BMP Point
- Unknown

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

0 0.01 0.03 0.05 mi

Maxar, Microsoft, City of Tulsa, US Census Bureau, INCOG, & unknown, Esri Community Maps Contributors, City of Tulsa, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri,






319





City of Broken Arrow

Request for Action

File #: 25-1187, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds to mitigate erosion and protect utilities in the Waterford Park Subdivision

Background:
The case was brought before the Drainage Advisory Committee on July 28th, 2025 for construction funds. The Committee voted 6-0 to recommend approval of expenditure of funds.

An 8" City sanitary sewer line runs along the south side of 2003 W. Austin Pl. in the Waterford Park subdivision. The sewer line crosses a creek and is encased in concrete. The creek bottom has eroded and is lower than the top of the concrete casing. This appears to be causing the creek to divert north onto 2003 W. Austin place and has eroded approximately 15 ft of citizen's property. The sanitary sewer line is exposed along with electrical, internet cable, and a possible gas line. The property owner's fence has also been damaged which appears to be caused by the erosion.

The 100-year flow through this creek is approximately 500 cfs.

This is in the Aspen Creek Watershed.

Staff is requesting $100,000.00 of the 2018 General Obligation Bond Proposition 6 funds for mitigation. Design improvements will be conducted in-house.

Cost: $100,000.00

Funding Source: 2018 General Obligation Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:
Accept the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation funds to mitigate erosion and protect utilities in the Waterford Park Subdivision

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	June 23, 2025
NAME	Tristan Seabeck
ADDRESS / LOCATION	2003 W. Austin Pl.
WATERSHED	Aspen Creek
ESTIMATE	$100,000
CASE NO.	25-012

DESCRIPTION

The applicant lives in the Waterford Park I Subdivision. A creek runs behind their property is owned by the HOA. There has been significant erosion along the creek and is affecting the applicant's property. A sanitary sewer line crosses the creek and is encased in concrete. The concrete is now above the flowline of the creek, which appears to be diverting the water around the concrete and toward the applicant's property. The erosion extends approximately 15 feet into the applicant's property. The sewer line is exposed, along with electrical, internet cable, and a possible gas line. The erosion is also undermining the fence on their property.

Staff is requesting $100,000.00 for mitigation and protection of utilities. Design improvements will be conducted in-house.

Case No. 25-012

BENEFIT

Mitigate the erosion and protect the City's infrastructure and other utilities.

RECOMMENDATION

Approve the request for expenditure of $100,000 to mitigate the erosion and protect utilities.

COMPLETED BY: **Sarah Walters** **DATE: 6/23/2025**

Walters, Sarah

From: Wilson, Patrick
Sent: Monday, May 12, 2025 4:25 PM
To: Walters, Sarah
Subject: FW: *NEW SUBMISSION* Drainage Advisory Committee Project Application

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

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

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From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Monday, May 12, 2025 11:18 AM
To: Wilson, Patrick <PWilson@brokenarrowok.gov>; Engineering & Stormwater <engineering.stormwater@brokenarrowok.gov>
Subject: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Drainage Advisory Committee Project Application

Submission #:	4041777
IP Address:	64.207.240.242
Submission Date:	05/12/2025 11:18
Survey Time:	24 minutes, 50 seconds

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

Owner Name

Tristan Seabeck

Phone

(918) 399-2813

Email

tristan.seabeck@yahoo.com

Owner Mailing Address

2003 W AUSTIN PL
Broken Arrow, OK 74011

Address of Property with Drainage Problem

2003 W AUSTIN PL
Broken Arrow, OK

Location of Drainage Issue on Property

Easter portion of property along fence.

Description of Problem

The creek adjacent to my property is causing significant erosion, which has exposed multiple utility lines, including sewage, electrical, an unknown line that may be gas, and an internet line. This erosion is undermining my fence, particularly in the southeast corner, where the cement drainage directs water flow, further destabilizing it. Additionally, a tree has fallen onto the fence due to the erosion, and several other nearby trees are at risk of falling. I have five children, one of whom is on the autism spectrum, raising serious safety concerns for my family. Neighbors have noted that the water did not flow this way until the retention pond on Park on Florence was installed. Since moving in two years ago, the cement block was not visible and has only recently become exposed due to ongoing erosion. This situation poses a significant threat to my property, my family's safety, and the structural integrity of the area.

Please attach photos depicting the Drainage Issue

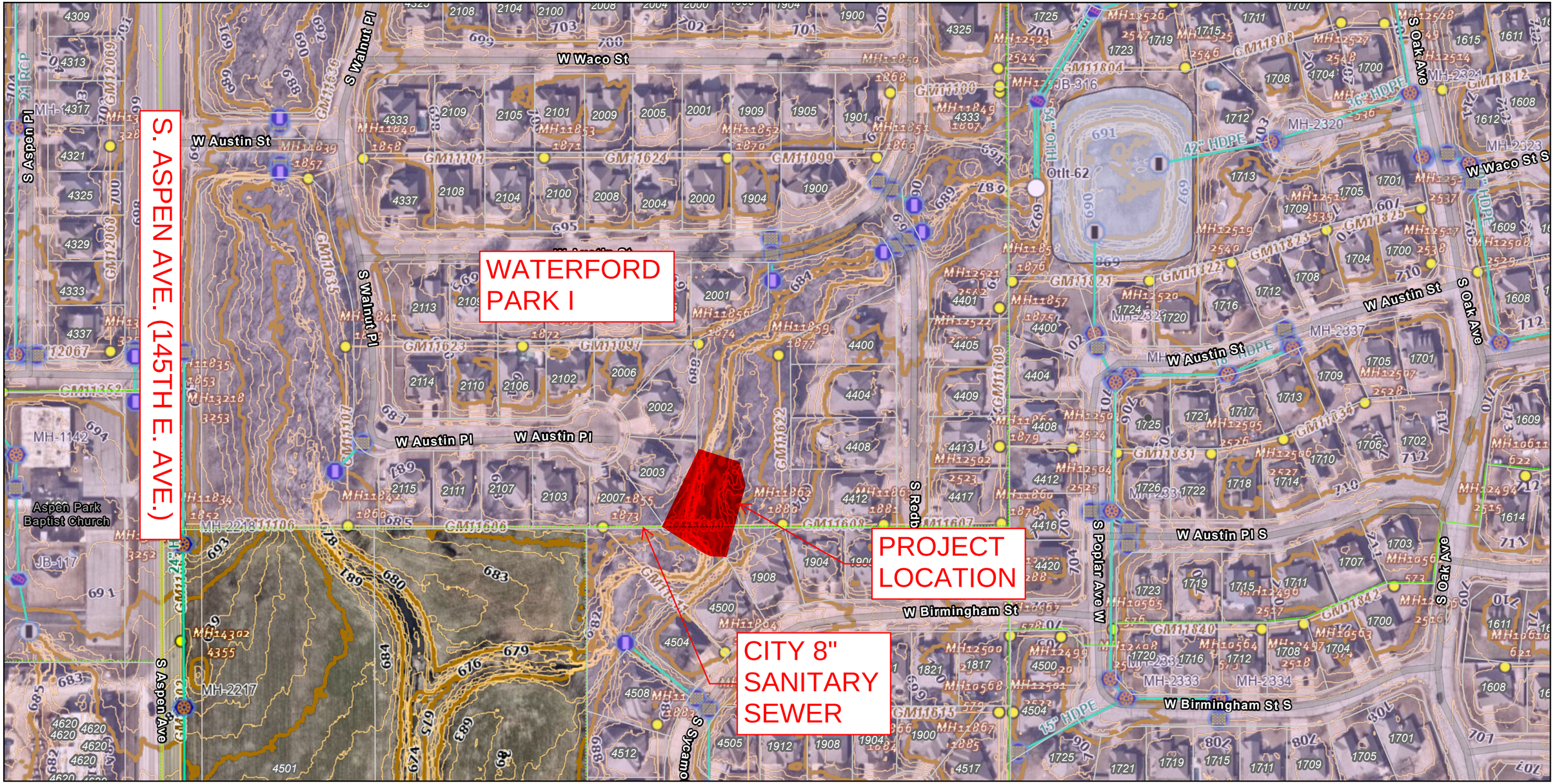
Cement.jpeg
20250511_202842724_iOS.jpeg
20250511_202251967_iOS.jpeg
20250511_202220600_iOS (10).jpeg
20250511_202220600_iOS (4).jpeg

Thank you,
City of Broken Arrow

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Aerial Map
Legend
S. ASPEN AVE. (145TH E. AVE.)
PROJECT LOCATION
W. FLORENCE ST. (E. 111th ST. S.)
W Utica St
W Waco St
W Austin St
W Austin Pl
W Birmingham St
W Birmingham Pl
W Durham St
W Florence St
S Aspen Ave
S Redbud Ave
S Poplar Ave
S Oak Ave
S Maple Ave
S Sycamore Ave
S Hickory Pl
Leisure Park Elementary School
Artistic Applications by Stan Soboleski
2 Groovy Chics Boutique
White Mountain Photography
Park on Florence St. Pond
Berkshire at 1Eleven
Casey's
Google Earth
Image © 2025 Airbus
1000 ft
201

Stormwater Utility Map



6/23/2025 3:00 PM

Parcels

BA_Contours_2017

Type
- 1 FT
- 5 FT
- Sections (PLSS)
- Address Points
- SubDivisions
- Contours_1ft_Bridge
- Detention Pond

Culvert
- Unknown
- Pipe Culvert
- Pipe Arch Culvert
- Box Culvert
- Arch Culvert
- Bridge Culvert

Linear Drain
- Unknown

Trench Drain

Slotted Drain

Open Channel
- Unknown
- Aquaduct Channel
- Spillway Channel
- Natural Channel
- Ditch Channel
- Roadside Gutter

Pipe
- Unknown
- Gravity
- Force Main
- Perforated

BMP Inlet
- Unknown
- Apron Inlet

Pipe Inlet

Channel

BMP Point
- Unknown
- Detention
- Dry Basin
- Treatment

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

0 0.03 0.05 0.1 mi

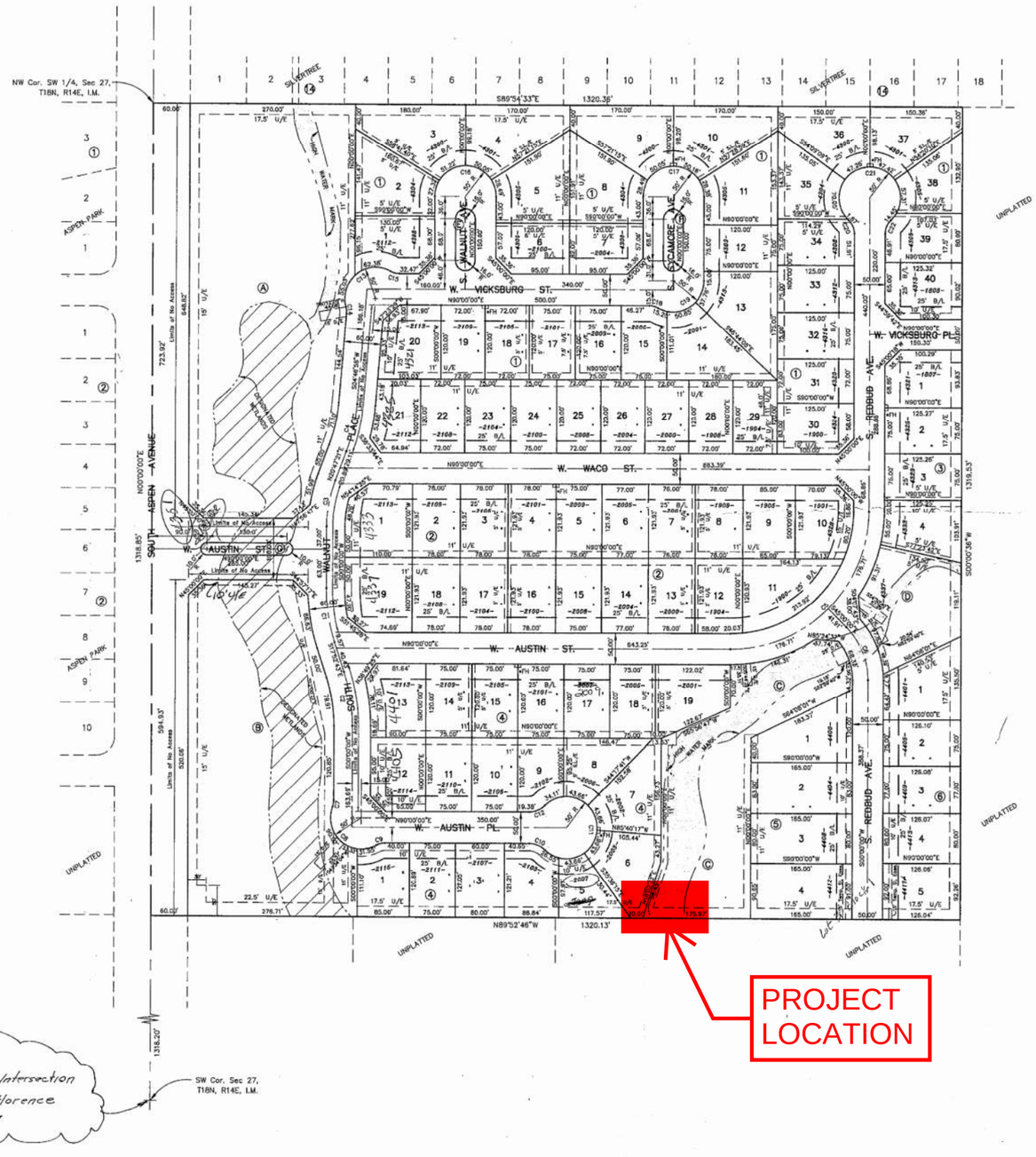
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202

FINAL PLAT

WATERFORD PARK

A Part Of The SW 1/4, Sec. 27, T-18-N, R-14-E, I.M.
An Addition To The City of Broken Arrow, Tulsa County, Oklahoma



Bench Mark
1" Iron Pin at Intersection of Aspen & Florence
Elev. 674.57

SW Cor. Sec 27, T18N, R14E, I.M.

UTILITY SIGN – OFFS

ELECTRIC SERVICE :	PSO	Robert L Reeves 8/21/96
GAS SERVICE :	ONG	[signature] 8/21/96
TELEPHONE SERVICE :	GTE	[signature] 8-21-96
CABLE TV SERVICE :	TCI	[signature] 8/21/96

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $ 65.00 per trust receipt no. 13380 to be released 19 96.
This certificate is [illegible] that this plat may be filed on record taxes in full but is given to show that taxes could exceed the amount of the security deposit.
19 96.
Dated 10-30 19 96

Dennis Semler
Tulsa County Treasurer
by [signature]
Deputy

CURVE DATA				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	17°52'43"	286.08'	89.27'	45.00'
C2	17°52'43"	286.08'	89.27'	45.00'
C3	20°47'21"	218.06'	79.12'	40.00'
C4	16°00'24"	284.50'	79.48'	40.00'
C5	90°00'00"	225.00'	353.42'	225.00'
C6	45°00'00"	120.71'	94.80'	50.00'
C7	20°21'51"	30.00'	10.66'	5.39'
C8	139°19'09"	50.00'	121.56'	134.88'
C9	28°57'18"	30.00'	15.16'	7.75'
C10	44°49'15"	36.00'	28.16'	14.85'
C11	269°38'32"	50.00'	235.30'	---
C12	44°49'15"	36.00'	28.16'	14.85'
C13	134°32'11"	50.00'	117.40'	119.34'
C14	20°21'51"	30.00'	10.66'	5.39'
C15	28°57'18"	30.00'	15.16'	7.75'
C16	180°00'00"	50.00'	157.08'	---
C17	180°00'00"	50.00'	157.08'	---
C18	28°57'18"	30.00'	15.16'	7.75'
C19	118°57'18"	50.00'	103.81'	84.81'
C20	46°34'03"	30.00'	24.38'	12.91'
C21	273°08'06"	50.00'	238.35'	---
C22	46°34'03"	30.00'	24.38'	12.91'



Scale: 1" = 100'

*FH ~ Denotes 10' x 5' Fire Hydrant Easement
SL/E ~ Denotes Street Light Easement
U/E ~ Denotes Utility Easement
D/E ~ Denotes Drainage Easement

NOTE: Designated Wetlands Shown are as determined by the Corps of Engineers

Blocks A,B, C, D, E, F & G are Common areas
Blocks E, F & G are also Utility Easements

This reproduction meets the requirements as outlined in Senate Bill 377, Section 518, as amended.

[signature]



Tulsa County
Location Map

91 LOTS
39.98 Acres

LEGAL DESCRIPTION

The NW 1/4 of the SW 1/4 of Sec. 27, T18N, R14E, I.M., Tulsa County, Oklahoma

APPROVED 8/19/96 by the City Council of the City of Broken Arrow, Oklahoma.
[signature]
Mayor
Attest: City Clerk

FINAL PLAT
WATERFORD PARK
SHEET 2 OF 2

G. EARNEST ISCH CONSULTING ENGINEER
2000 E. 15TH STREET – EDMOND – OKLAHOMA 73013
405 – 348 – 1183

BLUE LINE STREAM

EXISTING 8" SANITARY SEWER

CONCRETE CASING NOT SHOWN IN PLANS

Line "B"

Line "A"

W. AUSTIN PL.

S. REDBUD AVE.

Line "C"

Sta. 0+00.00 M.H. #2

Sta. 3+00.00 M.H. #9

Sta. 4+00.00 M.H. #10

Sta. 6+81.11 M.H. #11

Sta. 8+36.11 M.H. #12

Sta. 10+22.01 M.H. #13

SCALE
Horizontal: 1"=40'
Vertical: 1"=4'

300.00 L.F. of 10" San. Sewer @ 0.29%

100.00 L.F. of 8" San. Sewer @ 1.60%

281.11 L.F. of 8" San. Sewer @ 0.50%

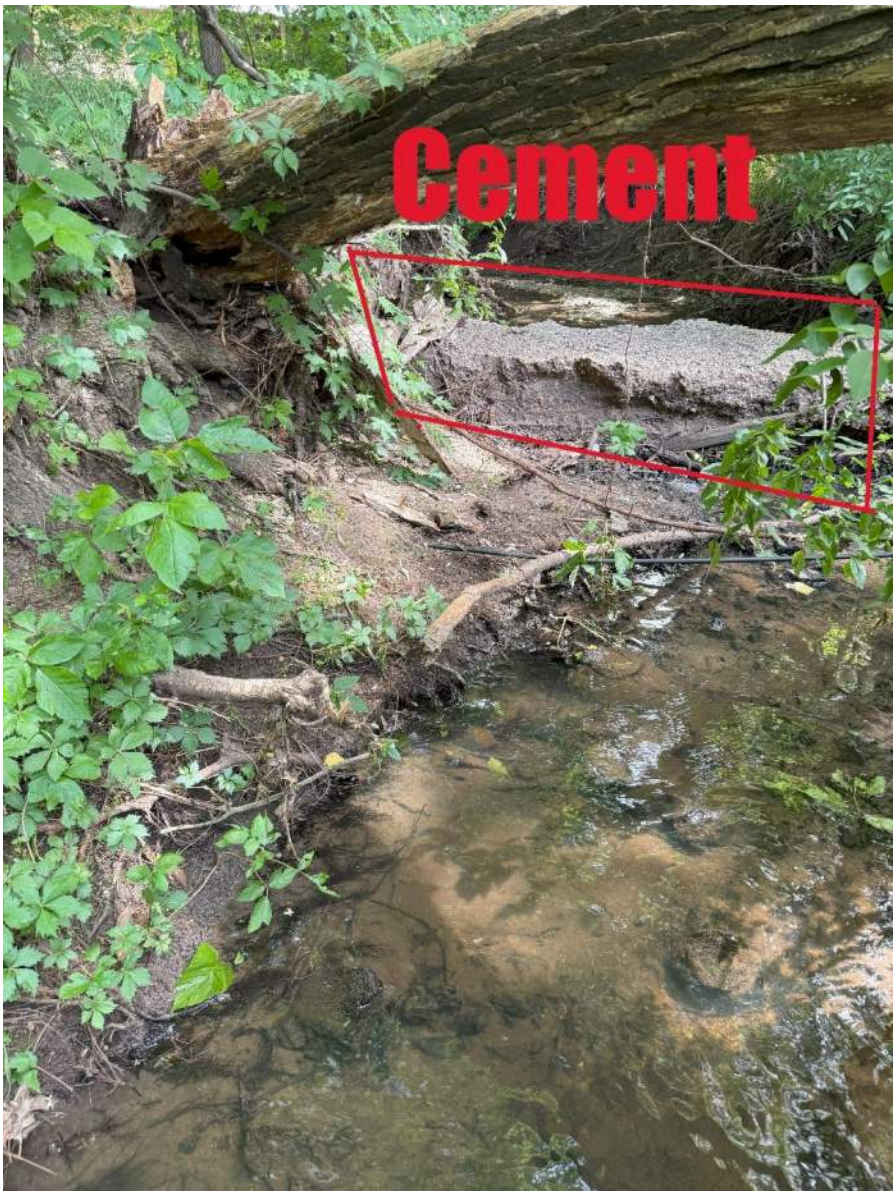
155.00 L.F. of 8" San. Sewer @ 2.73%

185.90 L.F. of 8" San. Sewer @ 1.18%

2'-1-1/2"

Revised 8-7-96

Sanitary Sewer
Line "B" & "B-1"
Waterford Park
Sheet #4


Cement






Gas Line







City of Broken Arrow

Request for Action

File #: 25-1188, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds to design drainage improvements in the Silvertree subdivision

Background:
The case was brought before the Drainage Advisory Committee on July 28th, 2025 for design funds. The Committee voted 6-0 to recommend approval of expenditure of funds.

The project is located in the Silvertree Subdivision, west of New Orleans Square. Offsite flow from an undeveloped tract flows through multiple properties eventually reaching the applicant's property. The runoff has cause erosion in her yard and around her fence posts and mud is washing from under the fence into her neighbor's property. When it stops raining, the applicant states water continues to flow through her property like a small stream for a long period of time.

Approximately 18 acres of undeveloped offsite flow flows to the applicant's property. PSO owns an empty lot adjacent to the unplatted land. There are transmission lines that are on the PSO property as well.

Staff is requesting $50,000.00 of the 2018 General Obligation Bond Proposition 6 for funds to design drainage improvements to capture the stormwater and convey it to the storm sewer system along W Quantico PL.

This area flows to Aspen Creek.

Cost: $50,000.00

Funding Source: 2018 General Obligation Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:
Accept the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation funds for design for drainage improvements in the Silvertree subdivision

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	June 24, 2025
NAME	Patricia Fazzini
ADDRESS / LOCATION	1312 W. Roanoke St.
WATERSHED	Aspen Creek
ESTIMATE	$50,000
CASE NO.	25-014

DESCRIPTION

Offsite flow from an undeveloped tract is flowing through the applicant's property, causing erosion in her yard and around her fence posts. Mud is washing from under the fence into her neighbor's yard. When it stops raining, the applicant states water flows across the property like a small stream for a long period of time. This property is located south of New Orleans St. and west of Elm Street in the Silvertree neighborhood. Approximately 18 acres of undeveloped offsite flow flows through the backyards of several homes before reaching the applicants property. PSO also owns an empty lot adjacent to the unplatted lot. The City is proposing to work with PSO to install inlets on that property to capture the storm water and convey to the storm sewer system along W. Quantico Pl. prior to impacting the residents yards.

Staff is requesting $50,000.00 to design a storm sewer system to convey the water to the existing storm sewer system along W. Quantico Pl.

Case No. 25-014

BENEFIT

Potential reduction in runoff from the undeveloped property for multiple citizens and update area to meet the Engineering Design Criteria Manual.

RECOMMENDATION

Approve the request for expenditure of $50,000 to design drainage improvements.

COMPLETED BY: **Sarah Walters** **DATE: 6/24/2025**

Walters, Sarah

From: Wilson, Patrick
Sent: Thursday, June 12, 2025 4:28 PM
To: Walters, Sarah
Subject: FW: *NEW SUBMISSION* Drainage Advisory Committee Project Application

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

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



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From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Thursday, June 12, 2025 3:59 PM
To: Wilson, Patrick <PWilson@brokenarrowok.gov>; Engineering & Stormwater <engineering.stormwater@brokenarrowok.gov>
Subject: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Drainage Advisory Committee Project Application

Submission #:	4115283
IP Address:	98.179.230.237
Submission Date:	06/12/2025 3:59
Survey Time:	41 minutes, 16 seconds

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

Owner Name

Patricia Fazzini

Phone

(918) 671-3054

Email

fazzinip@yahoo.com

Owner Mailing Address

1312 W. Roanoke St.
Broken Arrow, OK 74011

Address of Property with Drainage Problem

1312 W. Roanoke St.
Broken Arrow, OK

Location of Drainage Issue on Property

Backyard

Description of Problem

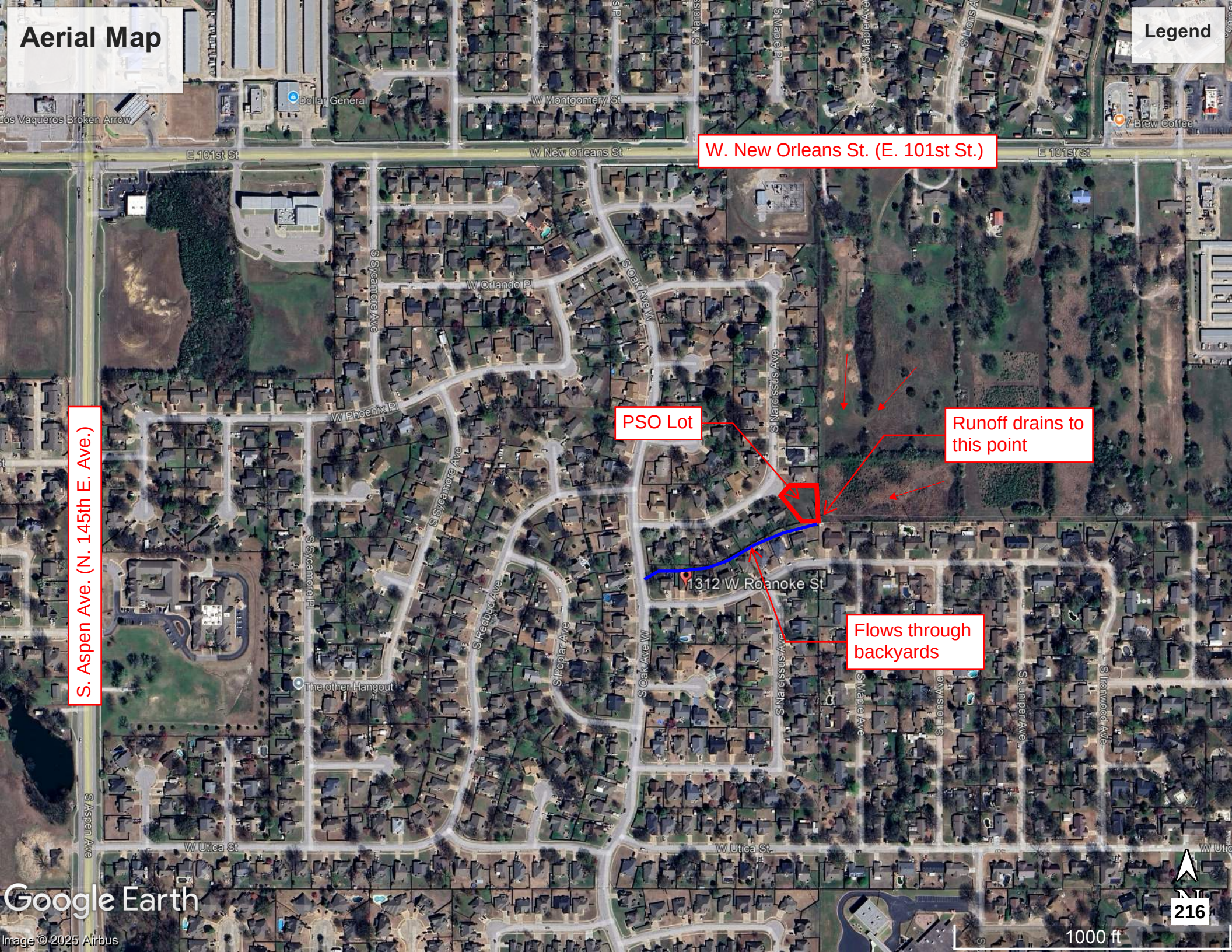
When it rains, my backyard has massive amounts of water that flows really fast, that comes under my fence from the neighbors on the east side of my house and neighbors on the north side, also. It has caused erosion by washing away a lot of dirt from around the roots of my pecan tree and has washed away the dirt from around the cement that holds one of my fence posts for my privacy fence. I have square cement pavers around my patio that used to be flat, evenly spaced and level with my patio and now they are buckled up and moved around from the water sitting under them. Also, a lot of mud washed under the fence into my yard from the neighbor's yard behind me, from 2 separate days of rain. It rained last night and stopped early this morning, and water is still flowing across the whole length of my backyard at 3:45 pm, like a small stream.

Please attach photos depicting the Drainage Issue

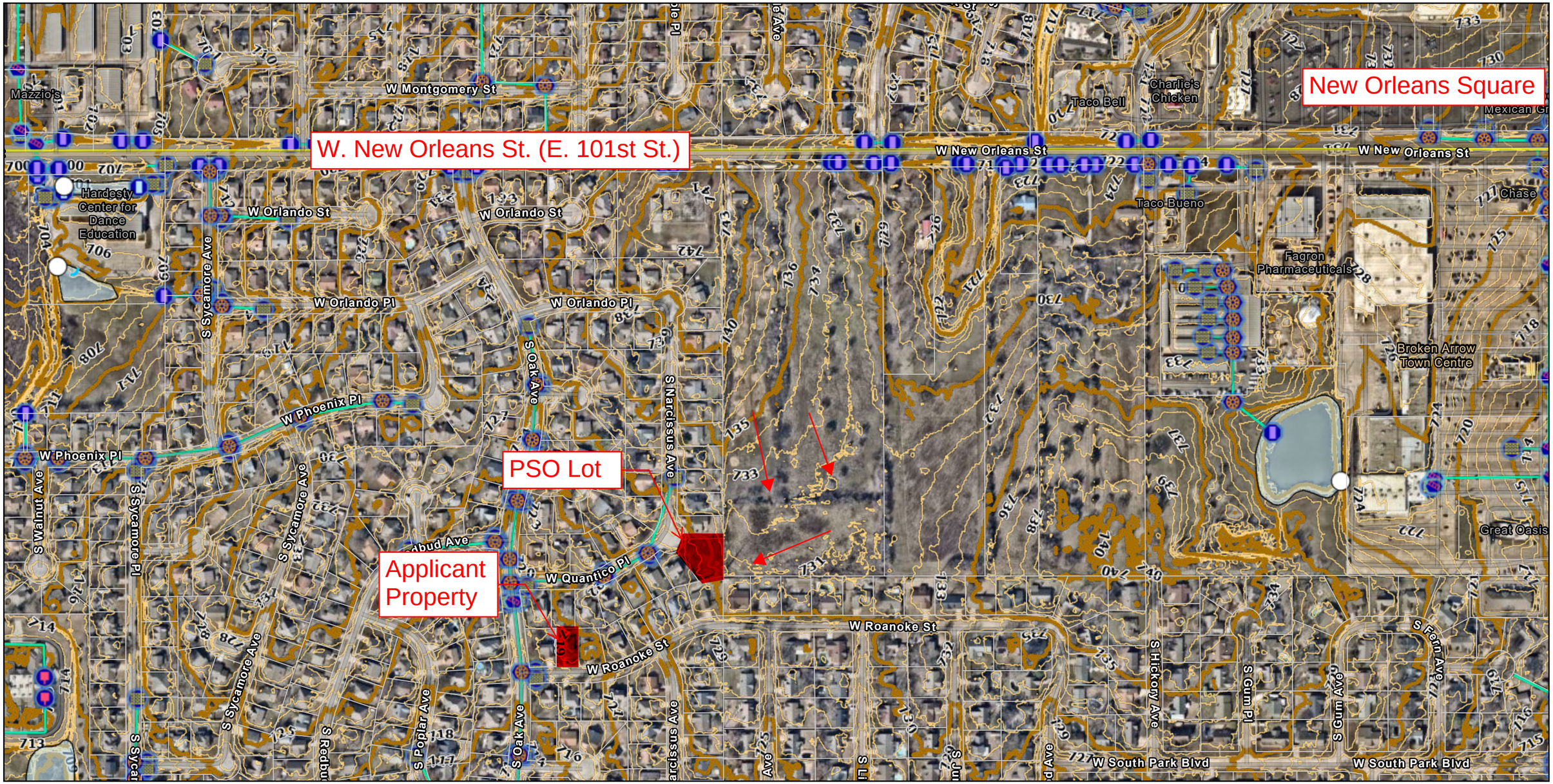
IMG_4390.jpeg

Thank you,
City of Broken Arrow

This is an automated message generated by Granicus. Please do not reply directly to this email.


Aerial Map
Legend
W. New Orleans St. (E. 101st St.)
PSO Lot
Runoff drains to this point
S. Aspen Ave. (N. 145th E. Ave.)
Flows through backyards
1312 W Roanoke St
Dollar General
Los Vaqueros Broken Arrow
7 Brew Coffee
The other Hangout
E 101st St
W New Orleans St
W Montgomery St
W Orlando Pl
W Phoenix Pl
W Utica St
S Sycamore Ave
S Oak Ave W
S Narcissus Ave
S Maple Ave
S Poplar Ave
S Redbud Ave
S Juniper Ave
S Ironwood Ave
S Aspen Ave
Google Earth
Image © 2025 Airbus
1000 ft
216

Stormwater Utility Map



6/24/2025 11:44 AM

- Parcels
- BA_Contours_2017
- Type
  - 1 FT
  - 5 FT
  - Sections (PLSS)
  - Address Points
  - Contours_1ft_Bridge
  - Detention Pond
- Culvert
  - Unknown
  - Pipe Culvert
  - Pipe Arch Culvert
  - Box Culvert
  - Arch Culvert
  - Bridge Culvert
- Linear Drain
  - Unknown
- Trench Drain
- Slotted Drain
- Open Channel
  - Unknown
  - Aquaduct Channel
  - Spillway Channel
  - Natural Channel
  - Ditch Channel
  - Roadside Gutter
- Pipe
  - Unknown
  - Gravity
  - Force Main
  - Perforated
- BMP Inlet
  - Unknown
  - Apron Inlet
- Pipe Inlet
- Channel
- BMP Point
  - Unknown
  - Detention
  - Dry Basin
  - Treatment

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

0 0.05 0.1 0.2 mi

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SILVERTREE

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA,
A PART OF THE NW/4 OF SECTION 27, T-18-N, R-14-E, TULSA COUNTY, OKLAHOMA.

CERTIFICATE

As provided in Title 11, ... of the Oklahoma ...
635.36 ... in the ... 19 79
... 19 79 ... 19 79
Dated Apr 25 19 79
JOHN F. CANZERI

35.00
828220
Plat # 3979

79 MAY 29 PM 2 51
ANITA NESBITT
COUNTY CLERK
TULSA COUNTY

STATE OF OKLAHOMA } ss.
COUNTY OF TULSA }
I, ... in and for the ... do hereby ... 19 79 ...
Dated ... 19 79
Ashley Kennedy, County Clerk

OWNER:
SILVERTREE
A GENERAL PARTNERSHIP
4606 S. GARNETT
PHONE: 662-3600
TULSA, OKLAHOMA

ENGINEER:
TULSA ENGINEERING
& PLANNING ASSOCIATES, INC.
4600 S. GARNETT
PHONE: 663-1522
TULSA, OKLAHOMA

NORTH
SCALE IN FEET
0 25 50 100 200 300
1" = 100'

R-14-E
T 18 N
WEST NEW ORLEANS STREET (E 101st ST.)
SOUTH ASPEN AVENUE (SO. 145th E. AVE.)
SOUTH ELM PLACE (SO. 151st E. AVE.)
WEST FLORENCE STREET (E 101st ST. SO.)
27

LOCATION MAP

489 LOTS
130.928 ACRES

INDICATES CHISLED CROSS OR IRON PIN

NW COR, NW/4, SEC 27, T-18-N, R-14-E
900.48'
POINT OF BEGINNING
DUE EAST 1411.62'
NE COR, NW/4, SEC 27, T-18-N, R-14-E
330.00'
603.50'
N00°00'43"W 803.50'
SOUTH SYCAMORE AVENUE
WEST NEW ORLEANS STREET
VANDEVER
WEST
UNPLATTED
UNPLATTED
UNPLATTED
UNPLATTED
WEST ORLANDO STREET
W. ORLANDO ST.
WEST ORLANDO PLACE
W. ORLANDO PL.
SOUTH POPLAR AVENUE
SOUTH NARCISSUS AVENUE
PHOENIX PL.
PHOENIX
WEST PHOENIX PLACE
W. QUANTICO ST.
W. SOUTHPARK ST.
W. TWIN OAKS ST.
W. UTICA ST.
W. ROANOKE STREET
SOUTH ASPEN AVENUE
SOUTH WALNUT PL.
SOUTH WALNUT AVE.
CANTERBURY
LEGACY PARK
660.00'
N89°55'04"W
660.00'
S89°55'04"E
660.00'
2640.95'
N 89°55'04" W
N00°00'43"W 623.71'
N00°00'43"W 660.00'
N00°00'43"W 550.00'
S00°00'51"W 231.00'
330.00'
SW COR, NW/4, SEC 27, T-18-N, R-14-E
SE COR, NW/4, SEC 27, T-18-N, R-14-E
RESERVE "A"
RESERVE "B"
DUE EAST 900.48'
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

UNPLATTED PROPERTY

PSO LOT

APPLICANT PROPERTY

CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON 11-8-79
Jim Whitlock, Secretary

CERTIFICATE OF DEDICATION
FOR
SILVERTREE

KNOW ALL MEN BY THESE PRESENTS:

THAT, SILVERTREE, AN GENERAL PARTNERSHIP, IS THE SOLE OWNER OF THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, TO-WIT:

A PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 27, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA, 900.48 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 27; THENCE DUE EAST ALONG THE NORTH LINE OF SAID SECTION 27 A DISTANCE OF 1,411.62 FEET; THENCE S-0°00'51"-W A DISTANCE OF 330.00 FEET; THENCE DUE EAST 330.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 27; THENCE S-0°00'51"-W ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 2,311.00 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE N-89°55'04"-W ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 2,640.93 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE N-0°00'43"-W ALONG THE WEST LINE OF SAID SECTION 27 A DISTANCE OF 550.00 FEET; THENCE S-89°55'04"-E A DISTANCE OF 660.00 FEET; THENCE N-0°00'43"-W A DISTANCE OF 660.00 FEET; THENCE N-89°55'04"-W A DISTANCE OF 660.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 27; THENCE N-0°00'43"-W ALONG THE WEST LINE OF SAID SECTION 27 A DISTANCE OF 623.71 FEET; THENCE DUE EAST A DISTANCE OF 900.48 FEET; THENCE N-0°00'43"-W A DISTANCE OF 803.50 FEET TO THE POINT OF BEGINNING, CONTAINING 130.928 ACRES, MORE OR LESS.

AND HAS CAUSED THE SAME TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS AND STREETS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF, AND HAS GIVEN SAID PLAT THE NAME OF "SILVERTREE", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

NOW, THEREFORE, THE UNDERSIGNED OWNER DOES HEREBY DEDICATE FOR PUBLIC USE ALL THE STREETS AS SHOWN ON SAID PLAT AND DOES HEREBY RELINQUISH ANY AND ALL RIGHT OF VEHICULAR INGRESS AND EGRESS FROM ANY PROPERTY OR PROPERTIES LYING ADJACENT TO SOUTH ASPEN AVENUE (SOUTH 145TH EAST AVENUE) AND WEST NEW ORLEANS (EAST 101ST STREET SOUTH) WITHIN THE BOUNDS DESIGNATED "LIMIT OF NO ACCESS" AS SHOWN ON THE ATTACHED PLAT, WHICH "LIMIT OF NO ACCESS" OR ANY PART OR PORTION THEREOF MAY BE MODIFIED, AMENDED OR REVISED WITH THE APPROVAL OF THE CITY ENGINEER OR THE PLANNING COMMISSION OF THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

NOW, THEREFORE, THE UNDERSIGNED OWNER DOES FURTHER DEDICATE FOR PUBLIC USE FOREVER THE EASEMENTS AND RIGHTS-OF-WAY AS SHOWN FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINES, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHT OF INGRESS AND EGRESS TO AND UPON SAID LIMITED RIGHTS-OF-WAY FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR RIGHTS IN EACH AND ALL OF THE STREETS SHOWN ON SAID PLAT, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER AND SEWER LINES WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL STRIPS OF LAND INCLUDED WITHIN THE EASEMENTS SHOWN ON THE PLAT, FOR THE FURNISHING OF WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT.

NOW, THEREFORE, THE UNDERSIGNED OWNER, FOR THE PURPOSE OF PROVIDING AN ORDERLY DEVELOPMENT OF THE PROPERTY ABOVE DESCRIBED AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE UNDERSIGNED OWNER, ITS SUCCESSORS AND ASSIGNS AND THE CITY OF BROKEN ARROW, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNERS OF THE ABOVE DESCRIBED LOTS AND BY THE CITY OF BROKEN ARROW, OKLAHOMA, IN ORDER THAT THE PUBLIC INTEREST MAY BE PROTECTED, THE CITY OF BROKEN ARROW SHALL BE MADE BENEFICIARY OF THESE COVENANTS AND MAY ENFORCE COMPLIANCE THEREWITH.

1. RESERVE "A" AND "B" ARE HEREBY DEDICATED TO THE CITY OF BROKEN ARROW FOR OVERLAND DRAINAGE RIGHT-OF-WAY.

   NO FENCES, WALLS, PLANTINGS OR ANY OTHER ABOVE-GROUND STRUCTURES MAY BE PLACED WITHIN THE BOUNDS OF SAID RIGHTS-OF-WAY, NOR SHALL THERE BE ALLOWED ANY ALTERATION OF GRADE, LAND FILLING, OR ANY OTHER ACTION WHICH COULD IN ANY WAY RESTRICT THE FLOW OF WATER ACROSS THE WIDTH OF WAY. THIS COVENANT SHALL BE ENFORCEABLE WITH BY THE PROPERTY OWNERS WITHIN THE SUBDIVISION AND THE CITY OF BROKEN ARROW.

2. ALL LOTS IN THE ADDITION SHALL BE KNOWN AS RESIDENTIAL LOTS, AND SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL PURPOSES ONLY.

3. NO BUILDING OR PARTS THEREOF, EXCEPT OPEN PORCHES AND TERRACES SHALL BE CONSTRUCTED AND MAINTAINED IN ANY LOT IN THE ADDITION NEARER TO THE FRONT OR SIDE STREET LOT LINES THAN THE BUILDING LINES ESTABLISHED ON THE RECORDED PLAT OF SAID ADDITION. NO BUILDING NOR ANY PROJECTION THEREOF SHALL BE ERECTED OR MAINTAINED NEARER TO ANY INTERIOR LOT LINE THAN PERMITTED BY ZONING DISTRICT REQUIREMENTS.

4. NO BUSINESS, TRADE, OR ACTIVITY SHALL BE CARRIED ON UPON ANY RESIDENTIAL LOT. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD.

5. FLOOR AREA REQUIREMENTS: ALL SQUARE FOOTAGE REQUIREMENTS ARE EXCLUSIVE OF GARAGES AND PORCHES AND ARE FIGURED ON MEASUREMENTS OVER MASONRY OF LIVING AREA.
   a. REGARDING ALL LOTS: THE RESIDENCES SHALL HAVE A MINIMUM OF 1300 SQUARE FEET OF LIVING AREA FOR A ONE STORY RESIDENCE. FOR ONE AND ONE HALF STORY OR TWO STORY RESIDENCES, A MINIMUM OF 1000 SQUARE FEET WILL BE REQUIRED ON THE GROUND FLOOR, WITH A MINIMUM OF 1400 TOTAL SQUARE FEET ON BOTH FLOORS.

6. NO FENCES MORE THAN SIX (6) FEET IN HEIGHT WILL BE PERMITTED ON ANY LOT, (EXCEPT FOR PRIVACY SCREENING ADJACENT TO PATIOS WHICH MAY BE EIGHT (8) FEET IN HEIGHT). ORNAMENTAL FENCES ONLY, NOT EXCEEDING THREE (3) FEET IN HEIGHT, COMPATIBLE TO THE ARCHITECTURE OF THE RESIDENCE, CONSTRUCTED OF BRICK, STONE, BRICK AND STONE, BRICK AND FRAME, STONE AND FRAME, OR SPLIT RAILS MAY BE BUILT FORWARD OF THE BUILDING LINE SHOWN ON THE ACCOMPANYING PLAT.

7. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR ANY OTHER OUTBUILDING ERECTED IN THIS ADDITION SHALL BE AT ANY TIME USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY NATURE OR CHARACTER BE USED AS A RESIDENCE.

8. NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS ADDITION.

9. NO ANIMALS, INCLUDING FOWLS, SHALL BE RAISED, BRED, OR KEPT ON ANY LOT AT ANY TIME, EXCEPT THAT NOT MORE THAN TWO EACH OF ANY COMMON HOUSEHOLD PET (WHICH ARE NOT USED, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE) MAY BE KEPT. ALL HOUSEHOLD PETS MUST BE KEPT FENCED OR TIED UP.

10. GROUND DISPLAY SIGN SHALL BE PERMITTED OF NOT MORE THAN THREE (3) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR LEASE.

11. EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE DEDICATED AS SHOWN ON THE RECORDED PLAT. WITHIN THESE EASEMENTS, NO STRUCTURE SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES, OR WHICH MAY CHANGE THE DIRECTION OF FLOW OF DRAINAGE CHANNELS IN THE EASEMENTS, OR WHICH MAY OBSTRUCT OR RETARD THE FLOW OF WATER THROUGH DRAINAGE CHANNELS IN THE EASEMENTS. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY, ASSOCIATION OF PROPERTY OWNERS, OR UTILITY IS RESPONSIBLE. OWNERS ALSO GRANT RIGHT OF INGRESS AND EGRESS TO AND UPON SAID EASEMENTS.

12. IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND ELECTRIC SERVICE, ALL OF THE LOTS ARE SUBJECT TO THE FOLLOWING PROVISIONS, TO-WIT:

   A. OVERHEAD POLE LINES FOR THE SUPPLY OF ELECTRIC SERVICE MAY BE LOCATED ALONG ALL EXTERIOR BOUNDARIES OF THE ADDITION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT SAID ADDITION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.

   B. EXCEPT TO HOUSES ON LOTS DESCRIBED IN PARAGRAPH (A) ABOVE, WHICH MAY BE SERVED FROM OVERHEAD ELECTRIC SERVICE LINES, UNDERGROUND SERVICE CABLES TO ALL HOUSES WHICH MAY BE LOCATED ON ALL LOTS IN SAID ADDITION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH HOUSE AS MAY BE LOCATED UPON EACH SAID LOT; PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR HOUSE, THE SUPPLIER OF ELECTRIC SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT, COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID HOUSE.

   C. THE SUPPLIER OF ELECTRIC SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC FACILITIES SO INSTALLED BY IT.

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

   E. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JULY 1, 1999, AT WHICH TIME SAID COVENANTS SHALL BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS, BY VOTE OF 85 PERCENT OF THE THEN OWNERS OF THE LOTS, IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR THEIR SUCCESSORS IN TITLE TO SUBDIVISION OF SAID LAND SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS THEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY PROPERTY SITUATED IN SAID DEVELOPMENT TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PARTIES OR PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT AND EITHER TO PREVENT HIM OR THEM FROM SO DOING OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, SILVERTREE, A GENERAL PARTNERSHIP, HAS CAUSED ITS NAME TO BE AFFIXED THIS 26TH DAY OF NOVEMBER, 1979

SILVERTREE, A GENERAL PARTNERSHIP

BY: _____

BY: _____

BY: David A. Cole

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 26th DAY OF December, 1979, PERSONALLY APPEARED Lloyd E. Vanderet, W. S. Sweeney, David A. Cole TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS THE Partners OF SUCH GENERAL PARTNERSHIP, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID GENERAL PARTNERSHIP, FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND OFFICIAL SEAL THIS, THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES 4-11-1981

Charlotte R Jackson
NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, TULSA ENGINEERING AND PLANNING ASSOCIATES, INC., OKLAHOMA, OKLAHOMA, HEREBY CERTIFY THAT WE HAVE, AT THE INSTANCE OF THE OWNER DESIGNATED ABOVE, MADE THE ABOVE DESCRIBED SURVEY, AND THAT THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

SIGNED AND SEALED THIS 26TH DAY OF NOV., 1979.

TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.
BY: Paul E. Gunderson
REGISTERED LAND SURVEYOR

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS 26th DAY OF December 1979, PERSONALLY APPEARED Paul E. Gunderson TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF TULSA ENGINEERING AND PLANNING ASSOCIATES, INC., FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND OFFICIAL SEAL THIS, THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: 4-11-1981

Charlotte R Jackson
NOTARY PUBLIC



















City of Broken Arrow

Request for Action

File #: 25-1189, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for drainage improvements adjacent to the Millicent Pond II Subdivision

Background:
The case was brought before the Drainage Advisory Committee on July 28th, 2025 for design funds. The Committee voted 6-0 to recommend approval of expenditure of funds.

The proposed project is to investigate and design improvements to a drainage swale on private property that flows into the City's public infrastructure in the Millicent Pond II subdivision. The swale collects approximately 20 acres of offsite flow and drains to existing area inlets located in drainage easements. The swales are not in drainage easements. The swale has not been maintained and has filled in over the years and therefore capacity of the swale has been lost. The runoff comes out of the banks during substantial rainfall events and is causing adverse impacts to multiple property owners along S. Joshua Ave.

Staff is requesting $15,000.00 of the 2018 General Obligation Bond Proposition 6 funds for survey funds to conduct an in-house design and possible in house construction to mitigate the offsite flow.

This is in the Haikey Creek Watershed.

Cost: $15,000.00

Funding Source: 2018 General Obligation Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:
Accept the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation funds for drainage improvements adjacent to the Milicent Pond II subdivision

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
..title

Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for drainage improvements adjacent to the Millicent Pond II Subdivision

..End

Background:
The case was brought before the Drainage Advisory Committee on July 28th, 2025 for design funds. The Committee voted 6-0 to recommend approval of expenditure of funds.

The proposed project is to investigate and design improvements to a drainage swale on private property that flows into the City's public infrastructure in the Millicent Pond II subdivision. The swale collects approximately 20 acres of offsite flow and drains to existing area inlets located in drainage easements. The swales are not in drainage easements. The swale has not been maintained and has filled in over the years and therefore capacity of the swale has been lost. The runoff comes out of the banks during substantial rainfall events and is causing adverse impacts to multiple property owners along S. Joshua Ave.

Staff is requesting $15,000.00 of the 2018 General Obligation Bond Proposition 6 funds for survey funds to conduct an in-house design and possible in house construction to mitigate the offsite flow.

This is in the Haikey Creek Watershed.

Cost: $15,000.00

Funding Source: 2018 General Obligation Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:
..recommend
Accept the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation funds for drainage improvements adjacent to the Milicent Pond II subdivision
..end

City of Broken Arrow

Request for Action

File #: 25-1190, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for survey and construction funds for drainage improvements along the Indian Springs Golf Course and in the Indian Springs 2nd Addition subdivision

Background:
The case was brought before the Drainage Advisory Committee on July 28th, 2025 for design funds. The Committee voted 6-0 to recommend approval of expenditure of funds.

The project is located on the Indian Springs Golf Course and in the Indian Springs 2nd Addition. Indian Springs Country Club is experiencing erosion on the golf course where a 48-inch pipe daylights out of the hillside between #8 and #6 fairway. The pipe collects water from the subdivision to the north, Indian Springs 2nd Addition. The pipe has broken apart in several places and has been disconnected from the headwall. This appears to be causing erosion along the hillside.

Within the past 3 months, there has been flooding in the neighborhood to the north, Indian Springs 2nd Addition, that connects to the broken drain pipe, possibly due to the exposed pipe downstream. There is also only one inlet on the south side of Fairway Dr. that collects approximately 5 acres from the subdivision. The water on the north side of Fairway Dr. does not drain efficiently since there is only one inlet located on the south side of Fairway Dr.

Staff is requesting $125,000.00 of the 2018 General Obligation Bond Proposition 6 for funds for survey and construction funds.

This area flows to the Arkansas River (Elm Creek).

Cost: $125,000.00

Funding Source: 2018 General Obligation Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:
Accept the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General

Obligation (GO) Bond funds survey and construction funds for drainage improvements along the Indian Springs Golf Course and in the Indian Springs 2nd Addition subdivision

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	June 24, 2025
NAME	Tyler Yoak
ADDRESS / LOCATION	Indian Springs County Club
WATERSHED	Arkansas River (Elm Creek)
ESTIMATE	$125,000
CASE NO.	25-015

DESCRIPTION

Indian Springs Country Club is experiencing erosion on the golf course where a 48-inch pipe daylights out of the hillside between #8 and #6 fairway. The pipe collects water from the subdivision to the north. The pipe has broken apart in several places and is disconnected from the headwall. This appears to be causing downstream erosion along the hillside. Within the past 3 months, there has also been flooding in the neighborhood to the north, Indian Springs 2nd Addition. This subdivision connects to broken drain pipe, likely causing the stormwater to be impeded. The City spoke with the residents in the neighborhood, and it has been noted that the problem was worse than ever this past spring. There has been record rainfall the past several months. The downstream condition of the pipe could also be a contributing factor of the flooding in the Indian Springs neighborhood. Another possible contributing factor to the street flooding is there is one inlet on the south side of Fairway Dr. that collects approximately 5 acres from the subdivision. The water on the north side of Fairway Dr. ponds and eventually evaporates or drains to the inlet on the south side of Fairway Dr.

Staff is requesting $125,000.00 for survey and construction funds. Design will be conducted in house.

Case No. 25-015

BENEFIT

Mitigate the erosion and street flooding in the Indian Springs 2nd Addition subdivision and on the Indian Springs Golf Course.

RECOMMENDATION

Approve the request for expenditure of $125,000 for survey and construction funds for drainage improvements of the public storm system in the Indian Springs 2nd Addition neighborhood and along the Indian Springs Golf Course.

COMPLETED BY: **Sarah Walters** **DATE: 6/23/2025**

Walters, Sarah

From: Wilson, Patrick
Sent: Monday, June 23, 2025 9:48 AM
To: Walters, Sarah
Subject: FW: *NEW SUBMISSION* Drainage Advisory Committee Project Application

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

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

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From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Saturday, June 21, 2025 10:45 AM
To: Wilson, Patrick <PWilson@brokenarrowok.gov>; Engineering & Stormwater <engineering.stormwater@brokenarrowok.gov>
Subject: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Drainage Advisory Committee Project Application

Submission #:	4133909
IP Address:	172.59.124.132
Submission Date:	06/21/2025 10:44
Survey Time:	1 day, 3 minutes, 51 seconds

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

Owner Name

Tyler Yoak

Phone

(918) 630-4480

Email

tyoak@indianspringsclub.com

Owner Mailing Address

PO Box 3367
Broken Arrow, OK 74013

Address of Property with Drainage Problem

16006 E 131st St S
Broken Arrow, OK

Location of Drainage Issue on Property

Between the #8 and #6 fairways on the River course. Near where the unnamed south-running road spur comes off of Fairway Dr.

Description of Problem

48" drain pipe comes out of hillside between #8 and #6 fairways. This pipe almost entirely receives stormwater from the neighborhood to the north. As stormwater has increased, the load on the pipe caused it come off of its footing and disconnect from the weir. Because of this, stormwater does not follow the intended flow and has caused significant erosion to the hillside. With the significant rains we've had in the past 3 months, there has been flooding in the neighborhood to the north that uses this drain pipe, likely because drainage is impeded. After speaking with concerned residents whose properties flooded, they said it was worse than ever now. The BA Stormwater Project Manager visited the site and she agrees it's a dangerous situation. We put up a warning fence to keep people away from the gulch it has created but with the recent waters, the erosion has worsened, eating away more of the hill, causing our fence to collapse into the hole.

Please attach photos depicting the Drainage Issue

Erosion1.jpg
Erosion2.jpg
Erosion3.jpg
Erosion4.jpg

Thank you,
City of Broken Arrow

This is an automated message generated by Granicus. Please do not reply directly to this email.


Aerial Map
Legend
W. Jasper St. (E. 131st St. S.)
Street Flooding
Broken Storm Pipe
Indian Springs Tag Agency
Country Club Rd
S Clyde Wright Ave
Fairway Ct
Fairway Dr
Meadowood Dr
Magnolia Ct
Ash Ave
Indian Springs Country Club
Quilty Bliss
Reflection Park
Google Earth
Image © 2025 Airbus
236
1000 ft

Stormwater Utility Map



6/24/2025 2:54 PM

Parcels

BA_Contours_2017

Type
- 1 FT
- 5 FT
- Sections (PLSS)
- Address Points
- Detention Pond

Culvert
- Unknown

Pipe Culvert
Pipe Arch Culvert
Box Culvert
Arch Culvert
Bridge Culvert

Linear Drain
- Unknown
- Trench Drain
- Slotted Drain

Open Channel
- Unknown
- Aquaduct Channel
- Spillway Channel
- Natural Channel
- Ditch Channel
- Roadside Gutter

Pipe
- Unknown

Gravity
Force Main
Perforated

BMP Inlet
- Unknown
- Apron Inlet
- Pipe Inlet
- Channel Inlet

BMP Point
- Unknown
- Detention
- Dry Basin
- Treatment
- Wet Basin
- Bed Filter

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

0 0.03 0.05 0.1 mi

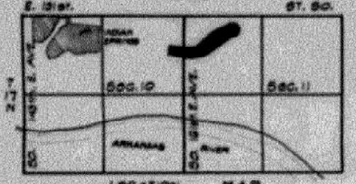
Maxar, Microsoft, Copyright nearmap 2015, City of Tulsa, US Census Bureau, INCOG, & unknown, Esri Community Maps Contributors, City of Tulsa, Texas Parks &

INDIAN SPRINGS ESTATES 2ND ADDITION

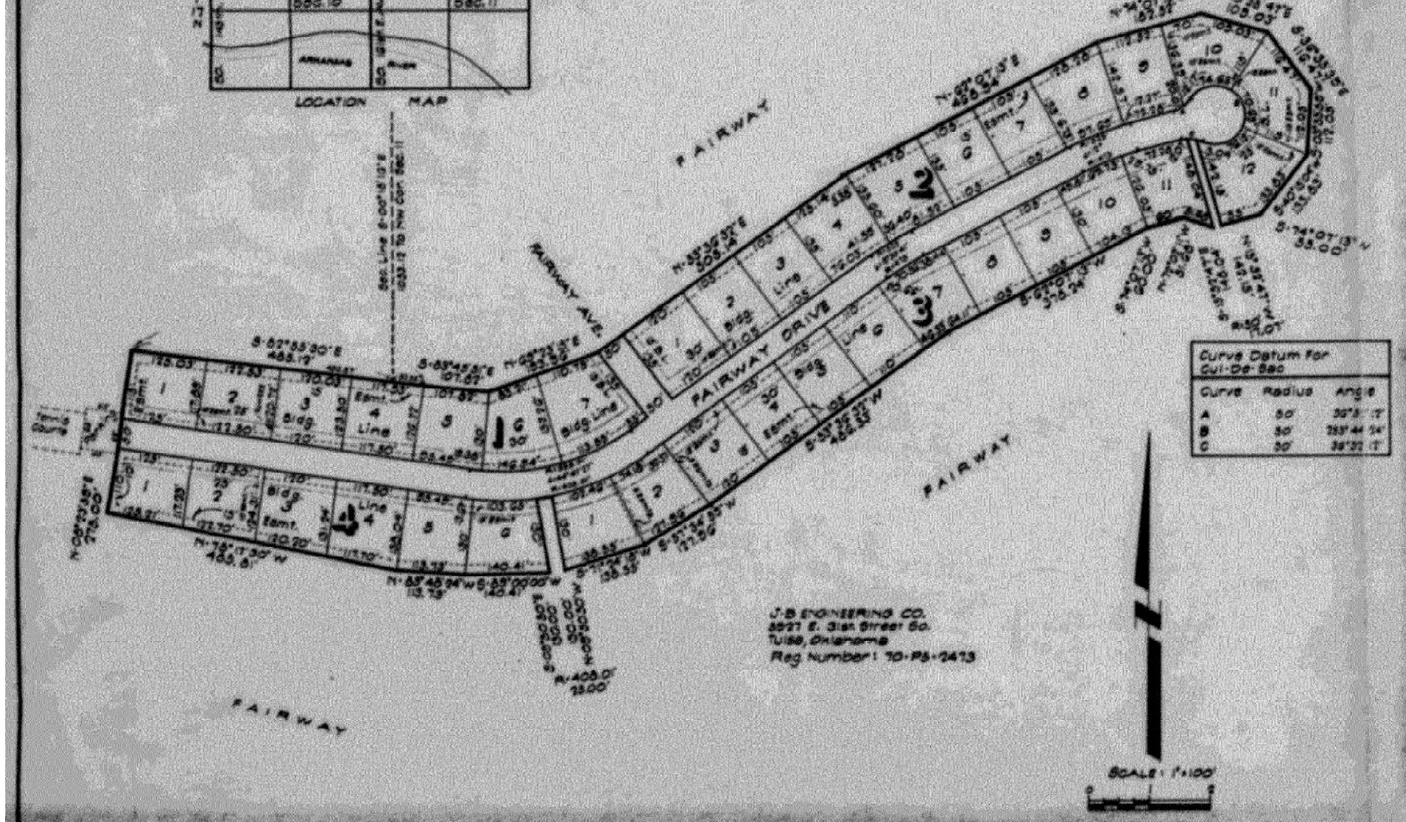
TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, A SUBDIVISION OF A PART OF THE NE¼ OF SEC. 10, AND A PART OF THE NW¼ OF SEC. 11, TOWNSHIP 17 NORTH, RANGE 14 EAST.

OWNER
INDIAN SPRINGS ESTATES INC.
301 Philtower Building
Tulsa, Oklahoma

September 3, 1970



LOCATION MAP



CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON [illegible]
City Engineer

CERTIFICATE OF SURVEY

I, Joe B. Donelson, a Registered Professional Engineer and a Registered Land Surveyor of the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed and staked into lots, blocks, and streets, the real estate and premises dedicated as "INDIAN SPRINGS ESTATES 2ND ADDITION", an Addition in Tulsa County, State of Oklahoma, and that the above plat is a true representation of said survey showing the length, width, and depth of all lots and blocks, and names, width, boundaries and existence of all streets.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Tulsa, Tulsa County, Oklahoma, this [illegible] day of [illegible], 1971.

J-B ENGINEERING CO.

Joe B. Donelson, Registered Engr. Engineer, Registered Land Surveyor

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

Before me, the undersigned, a Notary Public in and for said County and State on this 27th day of February, 1971 personally appeared Joe B. Donelson, to me known to be the identical person who executed his name to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of J-B ENGINEERING CO., for the uses and purposes therein set forth.

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

My Commission expires: October 4, 1971

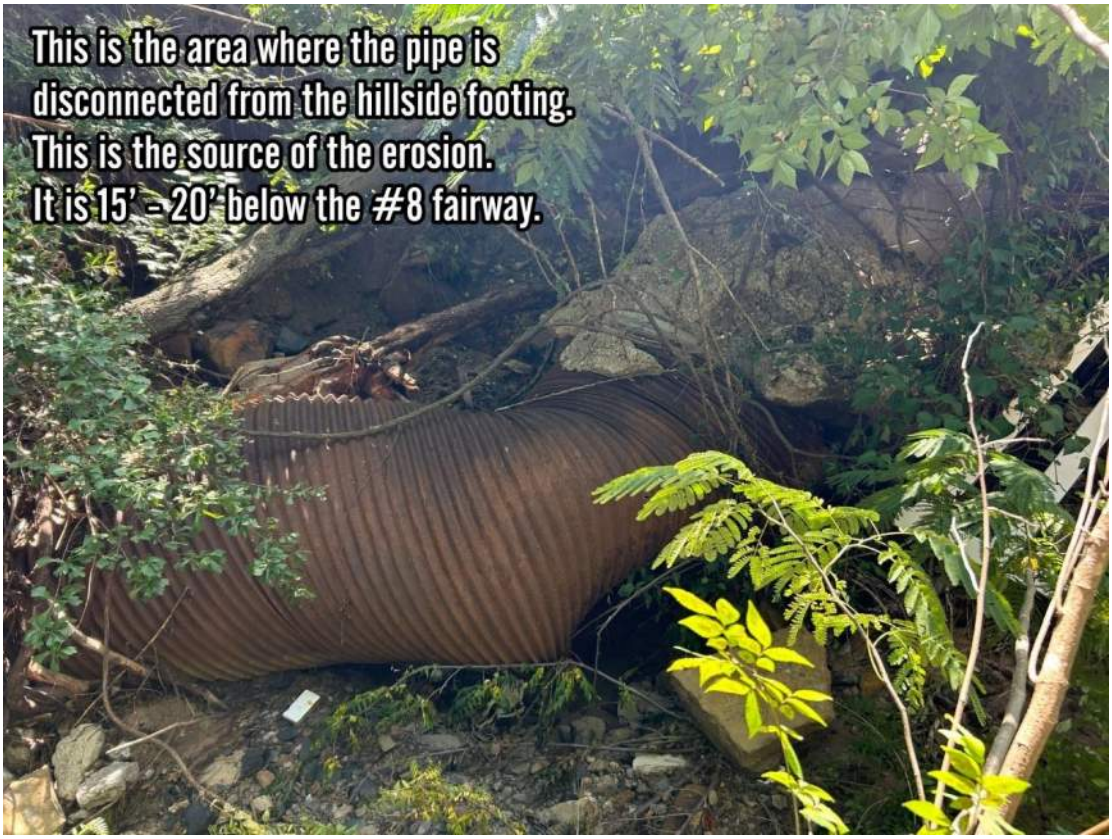
Kenneth P. Wiest
Notary Public

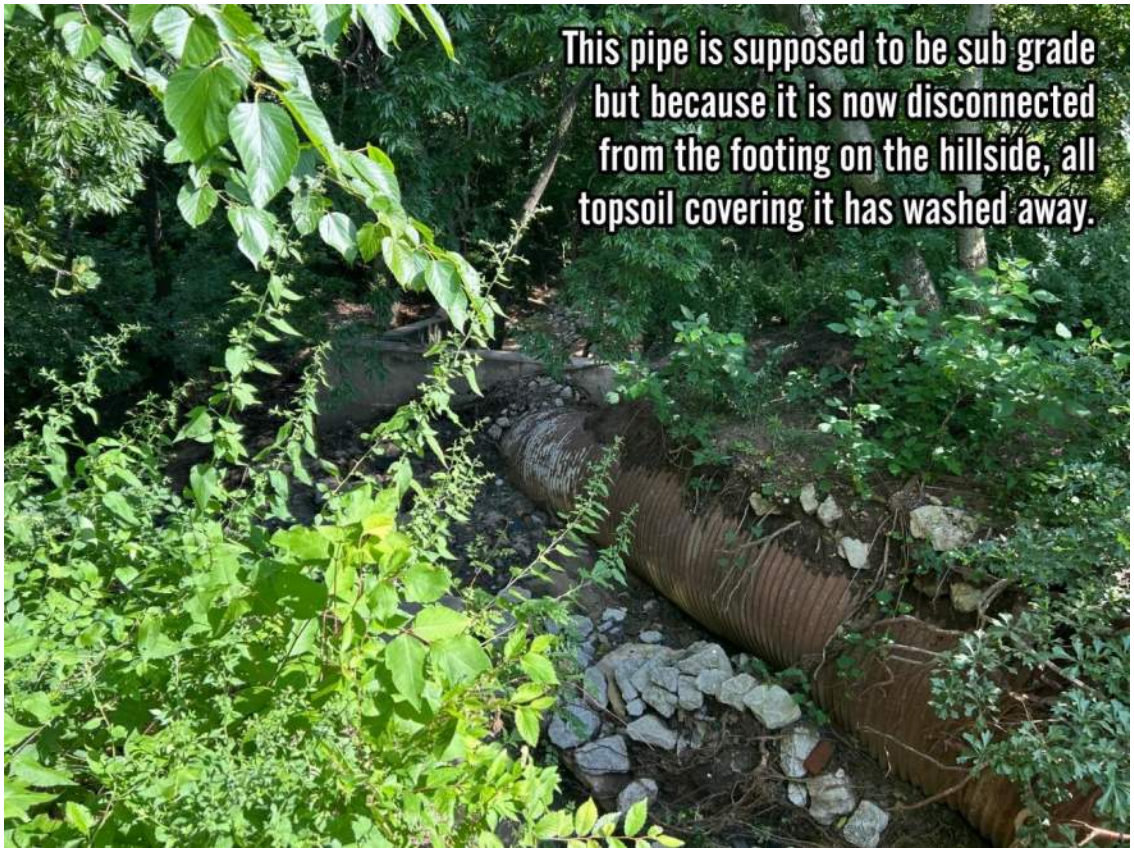
CERTIFICATE OF DEDICATION
FOR
"INDIAN SPRINGS SECOND ADDITION"

KNOW ALL MEN BY THESE PRESENTS:

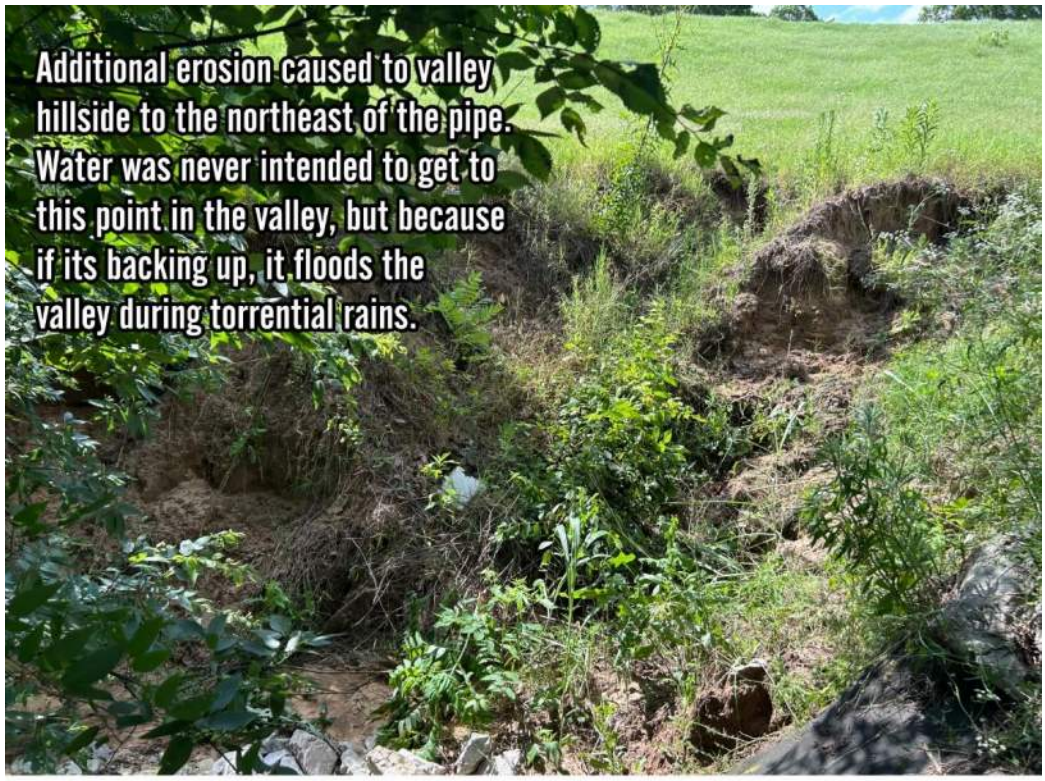
WHEREAS, INDIAN SPRINGS ESTATES, INC., an Oklahoma Corporation, is owner of the following described land in the County of Tulsa, State of Oklahoma, to-wit:

A tract of land situated in the [illegible] of Section 10 AND the [illegible] of Section 11, T-17-N, R-14-E, Tulsa County, Oklahoma, being more particularly described as follows, to wit; Beginning at a point on the East line of Section 10 and the West line of Section 11, 1093.12 feet South of the Northeast Corner of Section 10 and the Northwest Corner of Section 11; Thence S 89° 55' 00" E for 1322.52 feet; Thence S 0° 05' 00" W for 1322.52 feet; Thence S 89° 57' 15" E for 1311.66 feet; Thence S 0° 39' 30" E for 1315.14 feet; Thence S 89° 07' 15" W for 1322.12 feet; Thence S 89° 15' 57" W for 1322.79 feet; Thence S 89° 55' 00" W for 1322.79 feet; Thence S 89° 55' 00" W for 1322.79 feet; Thence S 89° 55' 00

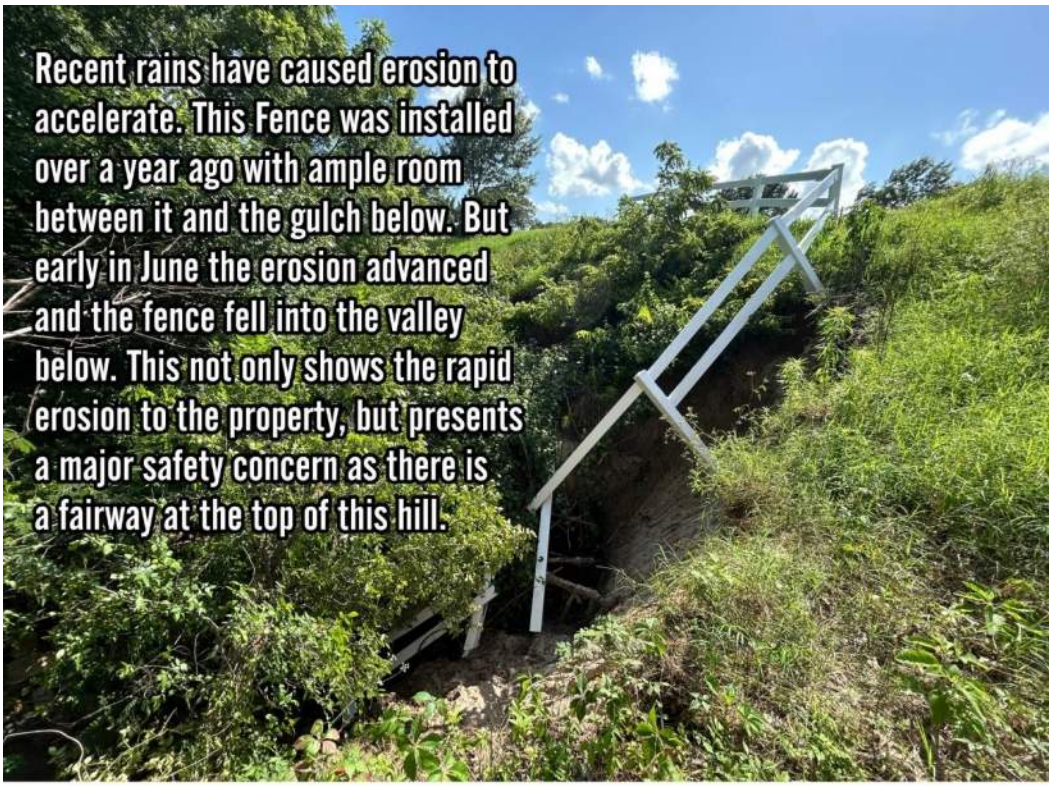

This is the area where the pipe is
disconnected from the hillside footing.
This is the source of the erosion.
It is 15' - 20' below the #8 fairway.


This pipe is supposed to be sub grade
but because it is now disconnected
from the footing on the hillside, all
topsoil covering it has washed away.




Additional erosion caused to valley
hillside to the northeast of the pipe.
Water was never intended to get to
this point in the valley, but because
if its backing up, it floods the
valley during torrential rains.




Recent rains have caused erosion to accelerate. This Fence was installed over a year ago with ample room between it and the gulch below. But early in June the erosion advanced and the fence fell into the valley below. This not only shows the rapid erosion to the property, but presents a major safety concern as there is a fairway at the top of this hill.













City of Broken Arrow

Request for Action

File #: 25-1197, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) bond funds for low water crossing improvements along Broken Arrow Creek with construction contingent upon obtaining the City obtaining ownership of the private road

Background:
The case was brought before the Drainage Advisory Committee on July 28th, 2025 for design funds with construction contingent upon the City obtaining ownership of the private road. The Committee voted 6-0 to recommend approval of expenditure of funds.

This project is located on Broken Arrow Creek on unplatted property in the City of Broken Arrow at 525 E. Boston St.

The only access to the property is across Broken Arrow Creek. The driveway is considered a low water crossing and is comprised of three 30-inch culverts. The driveway and bridge are washing out and the property's yards upstream become lakes with each substantial rain event, however, this property is located in the Broken Arrow Creek floodplain and floodway.

The road to access the property and low water crossing is a private road. Any improvements would be contingent upon the City obtaining ownership of the private road.

As discussed during the Drainage Advisory Committee meeting, construction of improvements is contingent upon securing access rights and dedication of the private road.

Staff is requesting $125,000.00 of the 2018 General Obligation Bond Proposition 6 for design funds.

This area flows to Broken Arrow Creek.

Cost: $125,000.00

Funding Source: 2018 General Obligation Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:

Accept the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds for low water crossing improvements along Broken Arrow Creek with construction contingent upon the City obtaining ownership of the private road

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	June 23, 2025
NAME	Chris King
ADDRESS / LOCATION	525 E. Boston St.
WATERSHED	Broken Arrow Creek
ESTIMATE	$125,000
CASE NO.	25-017

DESCRIPTION

The applicant lives on an unplatted property located along Broken Arrow Creek, south of E. Washington St. and west of Lynn Lane Rd. The only access to the property is across Broken Arrow Creek. The driveway is considered a low water crossing and is comprised of three 30-inch culverts. The driveway and bridge are washing out and the property's yards upstream become lakes with each substantial rain event. This area is located in a floodplain and floodway. The applicant is asking for the city's help for a more sustainable fix and to help alleviate flooding upstream contingent upon the city obtaining ownership of a shared private driveway. This private road is the only road to access the property.

Staff is requesting $125,000.00 for design funds.

Case No. 25-017

BENEFIT

Potential reduction in flooding to upstream property owners.

RECOMMENDATION

Approve the request for expenditure of $125,000 to design low water crossing improvements to alleviate flooding upstream contingent upon obtaining ownership of the shared private driveway.

COMPLETED BY: Sarah Walters **DATE: 6/23/2025**

Walters, Sarah

From: Wilson, Patrick
Sent: Monday, June 2, 2025 8:49 AM
To: Walters, Sarah
Subject: FW: *NEW SUBMISSION* Drainage Advisory Committee Project Application

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

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

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and, exempt from disclosure under applicable law. If you receive this message in error, you are hereby notified that the City of Broken Arrow does not consent to any reading, dissemination, distribution or copying of this message. If you have received this communication in error, please notify the sender immediately and destroy the transmitted information immediately.

From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Monday, June 2, 2025 12:26 AM
To: Wilson, Patrick <PWilson@brokenarrowok.gov>; Engineering & Stormwater <engineering.stormwater@brokenarrowok.gov>
Subject: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Drainage Advisory Committee Project Application

Submission #:	4088147
IP Address:	70.185.213.225
Submission Date:	06/02/2025 12:25
Survey Time:	10 minutes, 14 seconds

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

Owner Name

Chris King

Phone

(918) 557-6128

Email

sendtochrisking@gmail.com

Owner Mailing Address

525 E Boston St
Broken Arrow, OK 74012

Address of Property with Drainage Problem

525 E Boston St
Broken Arrow, OK

Location of Drainage Issue on Property

Culvert bridge over dry creek that is only in and out of property.

Description of Problem

Culvert bridge with 3 30” pipes cannot handle big rains and drainage from the north (softball fields and branch creek). Our roadway and bridge continually washes out and upstream homes are in danger of continual flooding. Their yards become lakes with each substantial rain. We have to spend thousands to repair and reconstruct the culvert bridge with each flood. We need help with a more sustainable fix.

Please attach photos depicting the Drainage Issue

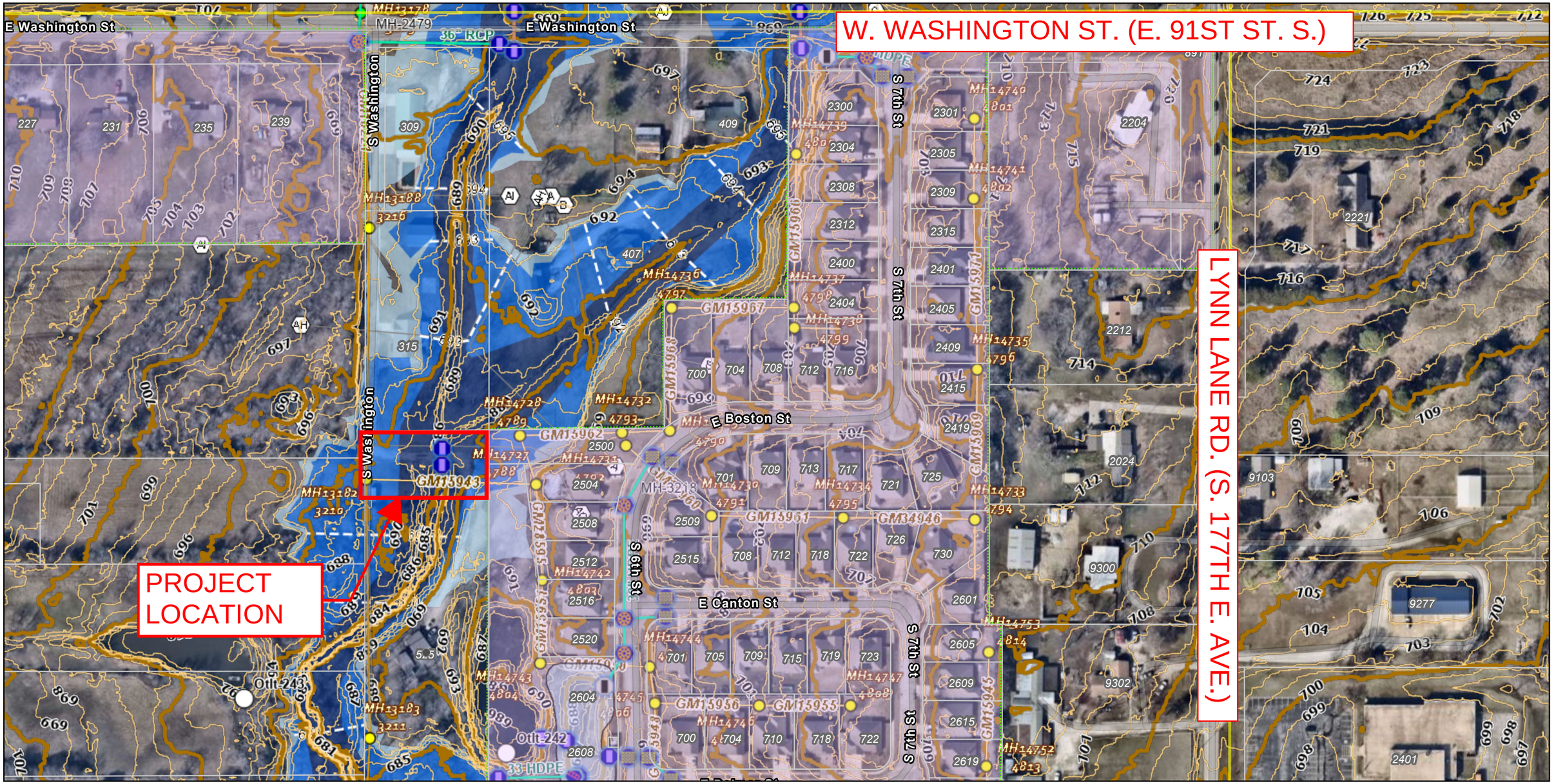
IMG_7059.jpeg
IMG_7058.jpeg
IMG_7055.jpeg
IMG_7276.jpeg

Thank you,
City of Broken Arrow

This is an automated message generated by Granicus. Please do not reply directly to this email.


Aerial Map
Legend
W. WASHINGTON ST. (E. 91ST ST. S.)
LYNN LANE RD. (S. 177TH E. AVE.)
PROJECT LOCATION
Arrowhead Softball Complex
Dry Creek Rottweilers
Broken Arrow Fire Station #7
Knights of Columbus
525 E Boston St
E 91st St
S 173th E Ave
S 7th St
S 8th St
S 10th St
E Canton St
E Delmar St
E Delmar Pl
E Edgewater Pl
Boston St
Google Earth
Image © 2025 Airbus
Kingdom Hall of Jehovah's Witnesses
1000 ft
252

Stormwater Utility Map



6/23/2025 3:31 PM

Parcels

BA_Contours_2017

Type
- 1 FT
- 5 FT
- Sections (PLSS)
- Address Points
- SubDivisions
- Contours_1ft_Bridge
- Detention Pond

Culvert
- Unknown
- Pipe Culvert
- Pipe Arch Culvert
- Box Culvert
- Arch Culvert
- Bridge Culvert

Linear Drain
- Unknown

- Trench Drain
- Slotted Drain

Open Channel
- Unknown
- Aquaduct Channel
- Spillway Channel
- Natural Channel
- Ditch Channel
- Roadside Gutter

Pipe
- Unknown
- Gravity
- Force Main
- Perforated

BMP Inlet
- Unknown
- Apron Inlet

- Pipe Inlet
- Channel

BMP Point
- Unknown
- Detention
- Dry Basin
- Treatment

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

0 0.03 0.05 0.1 mi

Maxar, Microsoft, Copyright nearmap 2015, City of Tulsa, US Census Bureau, INCOG, & unknown, Esri Community Maps Contributors, City of Tulsa, Texas Parks &









City of Broken Arrow

Request for Action

File #: 25-1146, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Approval of and authorization to execute Resolution No. 1688, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 33.0, consisting of 3,387 square feet of permanent Right-of-Way and acceptance of a Temporary Construction Easement for Parcel 33.A consisting of 1,446 square feet of temporary construction easement, generally located east of 9th Street and south of East Del Mar Place in the Northwest Quarter of Section 24, Township 18 North, Range 14 East in Broken Arrow, Oklahoma, Tulsa County, Oklahoma, from Armory, LLC, an Oklahoma Limited Liability Company, and authorization of payment in the amount of $9,190.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcel 33.0 (Project No. ST23280)

Background:

The attached General Warranty Deed and Temporary Construction Easement are being conveyed to the City of Broken Arrow, a municipal corporation, from Armory, LLC, an Oklahoma Limited Liability Company, the owner. Parcel 33.0 consists of 3,387 square feet of permanent Right-of-Way and Parcel 33.A consists of 1,446 square feet of Temporary Construction Easement, generally located east of 9th Street and south of East Del Mar Place in the Northwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Armory, LLC, an Oklahoma Limited Liability Company, has accepted the following offer, made subject to City Council approval:

Permanent Right of Way: 3,387 SQUARE FEET (SF) @ $2.60 SF = $8,806.20
Temporary Construction Easement: 1,446 SF @ $2.60/SF x 10% = $375.96
Total Just Compensation Amount (Rounded) = $9,190.00

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed and Temporary Construction Easement. Payment of the compensation amount is on the August 19, 2025 City Council Claims List.

Cost: $9,190.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1688
General Warranty Deed
Temporary Construction Easement

Acceptance Letter
Conditions and Request for Payment
Affidavit

Recommendation:

Accept the General Warranty Deed and the Temporary Construction Easement

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

July 11, 2025

ARMORY LLC
PO BOX 472106
TULSA , OK 74147

RE: 9TH STREET-NEW ORLEANS STREET TO WASHINGTON STREET, PROJECT NO. ST23280
PROJECT PARCEL #: 33.0, 33.A

Mr. [redacted] Dave Cocolin

The City of Broken Arrow has completed the design phase and is beginning the acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City, subject to City Council approval:

Permanent Right of Way: 3,387 SQUARE FEET (SF) @ $2.60 SF = $8,806.20
Temporary Construction Easement: 1,446 SF @ $2.60/SF X 10% = $375.96
Total Just Compensation Amount (Rounded) = $9,190

By your signature on this letter, you have accepted the City's offer of $9,190.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Karen Pax: kpax@brokenarrowok.gov or 918-259-7000 ext. 5435
Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 918-259-7000 ext. 5278

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

Dave Cocolin
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.

ARMORY, LLC, an Oklahoma limited liability company

By: Dave Cocolin
Dave Cocolin, Manager

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of July, 2025, personally appeared DAVE COCOLIN, as Manager of Armory, LLC, an Oklahoma limited liability company, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: $9,190.00

Owner's Mailing Address: 3705 S. Aster Ave Broken Arrow 74011

Owner Requests Check:

- [x] Mailed to above address
- [ ] Mailed to above address by Certified Mail
- [ ] Call me and I will pick it up
- [ ] Delivered by Agent

Check Payable to: ARMORY, LLC

Signature/Date:

Owner/s: Dave Cocolin Date: 7/28/2025

Agent: Amy O'Laughlin Date: 7-28-2025

Project: ST23280 9th Street Roadway Improvements ~ New Orleans Street to Washington Street", Parcels 33.0 and 33.A

GENERAL WARRANTY DEED

THIS INDENTURE is made this 25th day of July, 2025, between ARMORY, LLC, an Oklahoma limited liability company, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the following described real estate situated in the County of Tulsa, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

ARMORY, LLC, an Oklahoma limited liability company

Dave Cocolin

By: Dave Cocolin, Manager

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

28th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of July, 2025, personally appeared DAVE COCOLIN, as Manager of Armory, LLC, an Oklahoma limited liability company, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Date: 7/28/25
Project: ST23280 9th Street Roadway Improvements ~
New Orleans Street to Washington Street
Parcel 33.0

PARCEL 33.0
RIGHT-OF-WAY
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Southwest Quarter of the Northwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Northwest corner of said Southwest Quarter of the Northwest Quarter; thence a distance of 294.97 feet, on a bearing of S01°14'36"E, along the West line of said Southwest Quarter of the Northwest Quarter, said line being the basis of bearing; thence a distance of 24.75 feet, on a bearing of N88°45'24"E to a point on the Easterly Statutory Right-of-Way line for S 9th Street, same being a point on a line being 24.75 feet East of and parallel with the West line of said Southwest Quarter of the Northwest Quarter and a point on the North line of the parent tract, same point being the Point of Beginning; thence N88°45'24"E, along the North line of said parent tract, a distance of 25.25 feet to a point on a line being 50.00 feet East of and parallel with said West line; thence S01°14'36"E, along said parallel line, a distance of 134.15 feet to a point on the South line of said parent tract; thence S88°45'24"W, along said South line, a distance of 25.25 feet to a point on the Easterly Present Statutory Right-of-Way line for S 9th Street; thence N01°14'36"W, along said Statutory Right-of-Way line, a distance of 134.15 feet to the Point of Beginning.

Said parcel of land containing 3,387 square feet, or 0.08 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on March 5th, 2025.

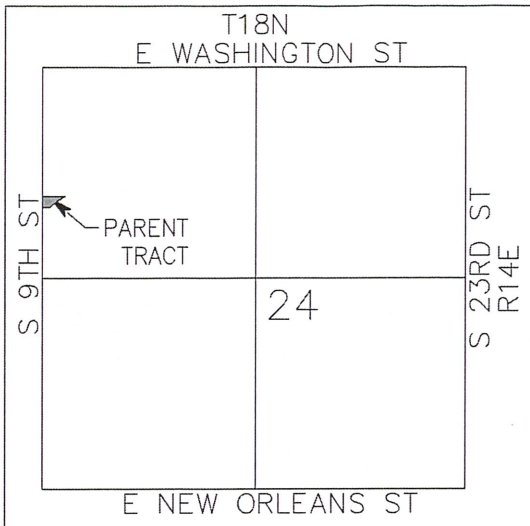
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 5th day of March 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.



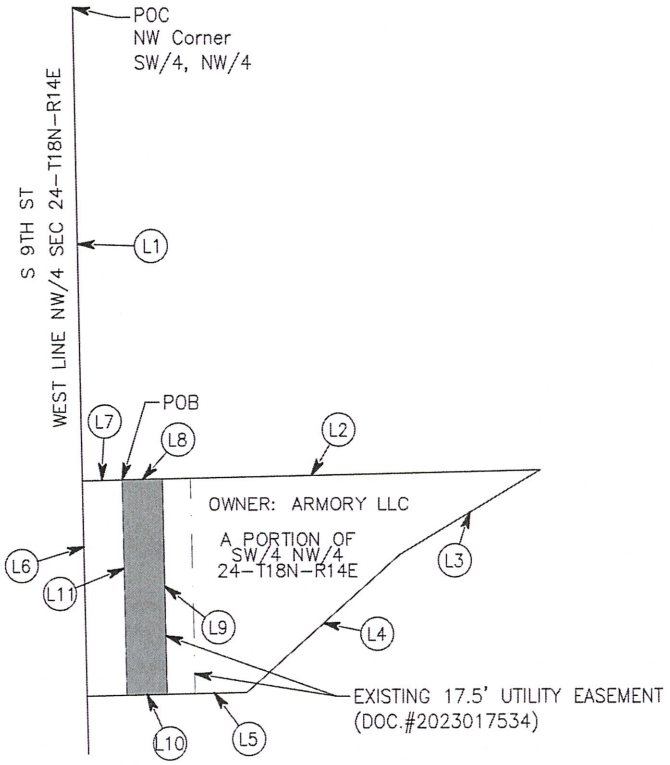


Parcel No.: 33.0 Right of Way
City Project No: ST23280

Tract Area	24,694	S.F.	0.57 Acres
Existing R/W	3,321	S.F.	0.08 Acres
Proposed R/W	3,387	S.F.	0.08 Acres
Rem in Tract	17,986	S.F.	0.41 Acres
Drainage Easement	0	S.F.	0.00 Acres
Utility Easement	0	S.F.	0.00 Acres
Temp Construction Easement	0	S.F.	0.00 Acres

1"=120'

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	S01°14'36"E	294.97'	L7	N88°45'24"E	24.75'
L2	N88°45'24"E	286.68'	L8	N88°45'24"E	25.25'
L3	S59°08'17"W	102.07'	L9	S01°14'36"E	134.15'
L4	S48°14'20"W	128.84'	L10	S88°45'24"W	25.25'
L5	S88°45'24"W	100.00'	L11	N01°14'36"W	134.15'
L6	N01°14'36"W	134.15'			



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE WEST LINE OF THE NW/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST AS S01°14'36"E.

2. SEE PARCEL 33.0 EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

RESOLUTION NO. 1688

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 33.0, CONSISTING OF 3,387 SQUARE FEET OF PERMANENT RIGHT-OF-WAY, GENERALLY LOCATED EAST OF 9TH STREET AND SOUTH OF EAST DEL MAR PLACE IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST IN BROKEN ARROW, OKLAHOMA, TULSA COUNTY, OKLAHOMA, FROM ARMORY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $8,806.20 FOR THE 9TH STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON STREET, PARCEL 33.0 (PROJECT NO. ST23280)

WHEREAS, the right-of-way acquisition for the 9th Street Widening: New Orleans Street to Washington Street has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $8,806.20 to Armory, LLC, an Oklahoma Limited Liability Company, the property owner of Parcel 33.0, which consists of 3,387 square feet of Permanent Right of Way generally located east of 9th Street and south of East Del Mar Place in the Northwest Quarter of Section 24, Township 18 North, Range 14 East in Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 33.0 from Armory, LLC, an Oklahoma Limited Liability Company, and authorizes payment in the amount of $8,806.20.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 19th day of August, 2025.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, ARMORY, LLC, an Oklahoma limited liability company, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in TULSA County, State of Oklahoma to wit:

SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the roadway improvements.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 28th day of July 2025.

ARMORY, LLC, an Oklahoma limited liability company

Dave Cocolin

By: Dave Cocolin, Manager

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

28th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of July, 2025, personally appeared DAVE COCOLIN, as Manager of Armory, LLC, an Oklahoma limited liability company, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael Spurgeon
Michael L. Spurgeon, City Manager

Attest:

Curtis Green
City Clerk

CITY OF BROKEN ARROW OKLAHOMA TULSA COUNTY

Engineer: ELR Date: 7/28/25
Project: ST23280 9th Street Roadway Improvements ~
New Orleans Street to Washington Street
Parcel 33.A

PARCEL 33.A
TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT "A"
LEGAL DESCRIPTION

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Commencing at the Northwest corner of said Southwest Quarter of the Northwest Quarter; thence a distance of 294.97 feet, on a bearing of S01°14'36"E, along the West line of said Southwest Quarter of the Northwest Quarter, said line being the basis of bearing; thence a distance of 67.50 feet, on a bearing of N88°45'24"E to a point on a line being 67.50 feet East of and parallel with said West line and a point on the North line of the parent tract, same point being the Point of Beginning; thence N88°45'24"E, along said North line, a distance of 2.50 feet to a point on a line being 70.00 feet East of and parallel with said West line; thence S01°14'36"E, along said parallel line, a distance of 60.15 feet; thence N88°45'24"E, perpendicular to said West line, a distance of 15.00 feet to a point on a line being 85.00 feet East of and parallel with said West line; thence S01°14'36"E, along said parallel line, a distance of 74.00 feet to a point on the South line of said parent tract; thence S88°45'24"W, along said South line, a distance of 17.50 feet to a point on a line being 67.50 feet East of and parallel with said West line; thence N01°14'36"W, along said parallel line, a distance of 134.15 feet to the Point of Beginning.

Said parcel of land containing 1,446 square feet, or 0.03 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on March 5th, 2025.

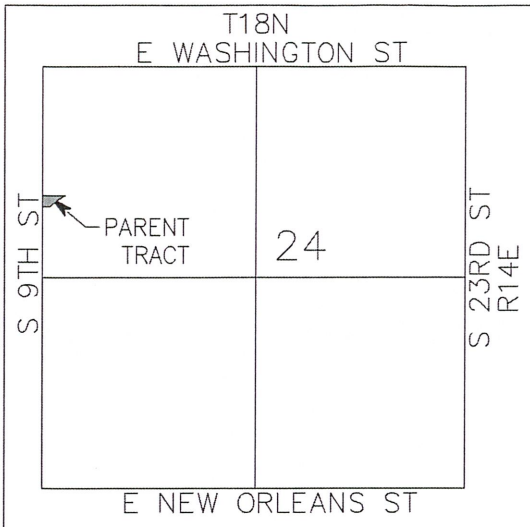
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 5th day of March 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.



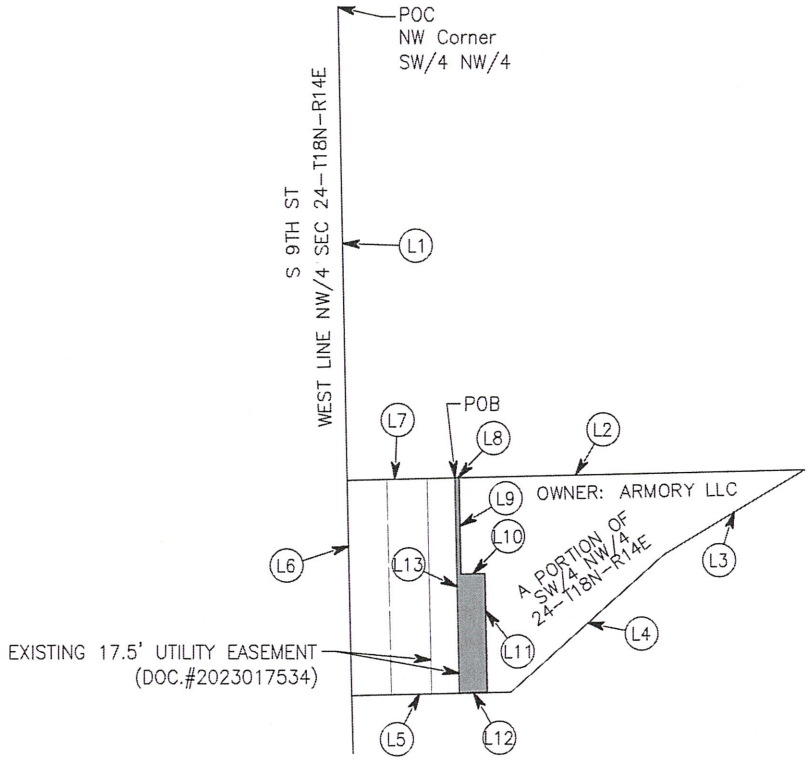


Parcel No.: 33.A Temporary Construction Easement
City Project No: ST23280

Tract Area	24,694	S.F.	0.57 Acres
Existing R/W	3,321	S.F.	0.08 Acres
Proposed R/W	3,387	S.F.	0.08 Acres
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Drainage Easement	0	S.F.	0.00 Acres
Utility Easement	0	S.F.	0.00 Acres
Temp Construction Easement	1,446	S.F.	0.03 Acres

1"=120'

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
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L2	N88°45'24"E	286.68'	L9	S01°14'36"E	60.15'
L3	S59°08'17"W	102.07'	L10	N88°45'24"E	15.00'
L4	S48°14'20"W	128.84'	L11	S01°14'36"E	74.00'
L5	S88°45'24"W	100.00'	L12	S88°45'24"W	17.50'
L6	N01°14'36"W	134.15'	L13	N01°14'36"W	134.15'
L7	N88°45'24"E	67.50'			



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE WEST LINE OF THE NW/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST AS S01°14'36"E.

2. SEE PARCEL 33.A EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

City of Broken Arrow

Request for Action

File #: 25-1205, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Approval of and authorization to execute Resolution No. 1689, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 4.0, consisting of 17,861 square feet of Fee Simple permanent Right-of-Way located at Southeast corner of 9th and New Orleans in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 25, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Gerald and Julia Bowman, the owners, and authorization of payment in the amount of $80,720.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcel 4.0 (Project No. ST23280)

Background:

The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Gerald and Julia Bowman, the owners. Parcel 4.0 consists of 17,861 square feet, generally located at the Southeast corner of 9th and New Orleans in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 25, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. The Bowman's have accepted the following offer, made subject to City Council approval:

Permanent Right of Way/ Fee Simple: 17,861 SQUARE FEET (SF) $4.00 SF = $71,444.00
Relocate Yard Signage: $350.00
Settlement Costs: $8,930.50
Total Just Compensation Amount (Rounded) = $80,720.00

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed. Payment of the compensation amount is on August 19, 2025, City Council Claims List.

Cost: $80,720.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1689
General Warranty Deed
Acceptance Letter
Conditions for Payment
Affidavit

Recommendation:

Approve and authorize execution of Resolution No. 1689

RESOLUTION NO. 1689

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 4.0, CONSISTING OF 17,861 SQUARE FEET OF FEE SIMPLE PERMANENT RIGHT-OF-WAY LOCATED AT SOUTHEAST CORNER OF 9TH AND NEW ORLEANS IN BROKEN ARROW, OKLAHOMA, IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA, FROM GERALD AND JULIA BOWMAN, THE OWNERS, AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $80,720.00 FOR THE 9TH STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON STREET, PARCEL 4.0 (PROJECT NO. ST23280)

WHEREAS, the right-of-way acquisition for the 9th Street widening from New Orleans Street to Washington Street, has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $80,720.00 to Gerald and Julia Bowman, the owners of Parcel 27.0, which consists of 17,861 square feet of Fee Simple Permanent Right of Way located at the Southeast corner of 9th and New Orleans in Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 27.0 from Gerald and Julia Bowman and authorizes payment in the amount of $80,720.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 19th day of August 2025.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

GENERAL WARRANTY DEED

THIS INDENTURE is made this 22nd day of July, 2025, between JULIA M AND GERALD E BOWDEN, husband and wife, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

Julia M. Bowden

Gerald E. Bowden

STATE OF Texas)
) §
COUNTY OF Midland)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of July, 2025, personally appeared Julia M and Gerald E Bowden, 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.

ASHTON ALLEN
Notary Public, State of Texas
My Comm. Exp. 03-10-2027
ID No. 13424773-2

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Checked: 7/29/25
Project No. ST23280, Parcel No. 4 9th St: New Orleans-Washington

PARCEL 4.0
RIGHT-OF-WAY
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Northwest Quarter of Section 25, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence a distance of 476.25 feet, on a bearing of S01°26'16"E, along the West line of said Northwest Quarter, said line being the basis of bearing; thence a distance of 24.75 feet, on a bearing of N88°33'44"E to a point on the Easterly Present Right-of-Way line for S 9th Street, same being a point on a line being 24.75 feet East of and parallel with the West line of said Northwest Quarter as well as the Point of Beginning; thence N01°26'16"W, along said Easterly Present Right-of-Way, a distance of 165.69 feet; thence N88°37'26"E, continuing along said Easterly Present Right-of-Way line, a distance of 15.25 feet to a point on a line being 40.00 feet East of and parallel with said West line of said Northwest Quarter; thence N01°26'16"W, continuing along said Easterly Present Right-of-Way, a distance of 265.53 feet to a point on a line being 45.00 feet South of and parallel with the North line of said Northwest Quarter, same being a point on the Southerly Present Right-of-Way line for E New Orleans St; thence N88°37'26"E, along said Southerly Present Right-of-Way line, a distance of 321.96 feet to a point on the East line of the parent tract; thence S01°22'34"E along said East line of parent tract, a distance of 20.00 feet to a point that is 65.00 feet South of the said North line; thence S88°37'26"W parallel to said Present Right-of-Way line, a distance of 271.94 feet; thence S43°35'35"W, a distance of 35.34 feet to a point that 65.00 feet East of the said West line; thence S01°26'16"E parallel to and 65.00 feet East of said West line, a distance of 260.00 feet; thence S28°33'44"W, a distance of 30.00 feet to a point that is 50.00 feet East of said West line; thence S01°26'16"E parallel to and 50.00 feet East of said West line, a distance of 100.20 feet to a point on the South line of said parent tract; thence S88°33'44"W along said South line of parent tract, a distance of 25.25 feet to the Point of Beginning.

Said parcel of land containing 17,861 square feet, or 0.41 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on March 3rd, 2025.

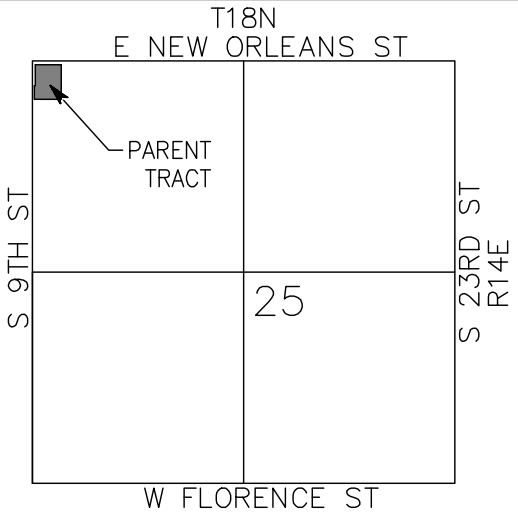
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 3rd day of March 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.



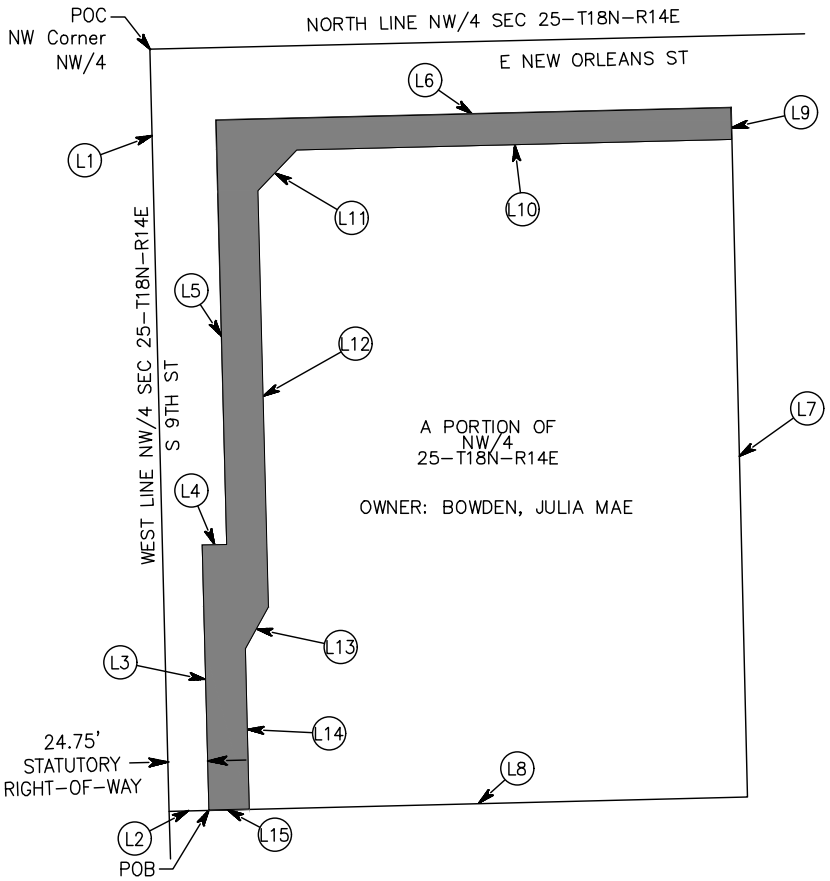


Parcel No.: 4.0 Right of Way
City Project No: ST23280

Tract Area	141,200	S.F.	3.24 Acres
Existing R/W	0	S.F.	0.00 Acres
Proposed R/W	17,861	S.F.	0.41 Acres
Rem in Tract	123,339	S.F.	2.83 Acres
Drainage Easement	0	S.F.	0.00 Acres
Utility Easement	0	S.F.	0.00 Acres
Temp Construction Easement	0	S.F.	0.00 Acres

1"=120'

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	S01°26'16"E	476.25'	L9	S01°22'34"E	20.00'
L2	N88°33'44"E	24.75'	L10	S88°37'26"W	271.94'
L3	N01°26'16"W	165.69'	L11	S43°35'35"W	35.34'
L4	N88°37'26"E	15.25'	L12	S01°26'16"E	260.00'
L5	N01°26'16"W	265.53'	L13	S28°33'44"W	30.00'
L6	N88°37'26"E	321.96'	L14	S01°26'16"E	100.20'
L7	S01°22'34"E	430.83'	L15	S88°33'44"W	25.25'
L8	S88°33'44"W	336.75'			



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE WEST LINE OF THE NW/4 OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 14 EAST AS S01°26'16"E.

2. SEE PARCEL 4.0 EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

July 21, 2025

Gerald E. and Julia M. Bowden
3314 Wrigley
Midland, TX 79707

RE: 9TH STREET-NEW ORLEANS STREET TO WASHINGTON STREET ROADWAY IMPROVEMENTS, PROJECT NO. ST23280, PARCEL NO. 4.0

PROPERTY ADDRESS: SOUTHEAST CORNER LYNN LANE AND NEW ORLEANS, BROKEN ARROW, OK 74011

CORRECTED OFFER LETTER

Mr. and Mrs. Bowden:

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:

Fee simple, Permanent Right of Way: 17,861.00 SQUARE FEET (SF) @ $4.00 SF = $71,444.00
Relocate Yard Signage: 1@ $350.00
Settlement Costs: $8,930.50
Total Just Compensation Amount (Rounded) = $80,720.00

By your signature on this letter, you have accepted the City's offer of $80,720.00. Please return this document in the self-addressed-stamped envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-576-4506, or 918-259-7000 ext. 5435. Please respond within ten (10) days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/klp
enc

Julia M Bowden
Julia M Bowden

Gerald E. Bowden
Gerald E. Bowden

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: $80,720.00

Owner's Mailing Address: 3314 Wrigley, Midland, TX 79707

Owner Requests Check:

- [x] Mailed to above address by Certified Mail
- [ ] Mailed to above address
- [ ] Call me and I will pick it up
- [ ] Delivered by Agent

Check Payable to: Julia M Bowden
Julia M Bowden

Signature/Date:

Owner/s: Julia M Bowden Date: 7/22/2025
Gerald E. Bowden

Agent: Karen L. Pax Date: 7/29/2025

Project: ST23280 9th: New Orleans-Washington, Parcel 4.0

AFFIDAVIT

STATE OF Texas)
) §
COUNTY OF Midland)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

By: Gerald E. Bowden
Gerald E. Bowden

By: Julia M Bowden
Julia M. Bowden

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of July, 2025, personally appeared GERALD E. AND JULIA BOWDEN, 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.

NOTARY PUBLIC

NOTARY PUBLIC STATE OF TEXAS
ASHTON ALLEN
Notary Public, State of Texas
My Comm. Exp. 03-10-2027
ID No. 13424773-2

City of Broken Arrow

Request for Action

File #: 25-1199, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Approval of and authorization to execute Resolution No. 1690, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 3.0, consisting of 1,200 square feet of permanent Right-of-Way located at 10203 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 25, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Mary McCurley, formerly known as Mary Lee Plunk, and authorization of payment in the amount of $41,000.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcel 3.0 (Project No. ST23280)

Background:
The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Mary McCurley, formerly known as Mary Lee Plunk, the owner. Parcel 3.0 consists of 1,200 square feet of permanent Right-of-Way located at 10203 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 25, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Mary McCurley, formerly known as Mary Lee Plunk, has accepted the following offer, made subject to City Council approval:

Permanent Right of Way: 1,200 SQUARE FEET (SF) @ $3.35 SF = $4,020
Improvements to be Acquired: Chain Link Cross Fence 20 LF @ $27.00/LF = $540; Concrete Paving 150 SF @ $8.00/SF = $1,200
Proximity Damages: $16,120
Cost to Cure Damages: Replace Wrought-iron Gate $2,000; Replace brick mailbox $1,500
Settlement Cost: $17,620
Total Just Compensation Amount (Rounded) = $41,000

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed. Payment of the compensation amount is on the August 19, 2025 City Council Claims List.

Cost: $41,000.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1690
General Warranty Deed
Acceptance Letter

Conditions for Payment
Affidavit

Recommendation:
Approve and authorize execution of Resolution No. 1690

RESOLUTION NO. 1690

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 3.0, WHICH CONSISTS OF 1,200 SQUARE FEET OF PERMANENT RIGHT-OF-WAY FOR THE 9TH STREET WIDENING: NEW ORLEANS TO WASHINGTON, LOCATED AT 10203 SOUTH LYNN LANE ROAD IN BROKEN ARROW, OKLAHOMA IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA, FROM MARY MCCURLEY, FORMERLY KNOWN AS MARY LEE PLUNK, AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $41,000.00 FOR THE 9TH STREET WIDENING: NEW ORLEANS TO WASHINGTON, PARCEL 3.0. (PROJECT NO. ST23280)

WHEREAS, the right-of-way acquisition for the 9th Street Widening: New Orleans Street to Washington Street has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $41,000.00 to Mary McCurley f.k.a. Mary Lee Plunk, the property owner of Parcel 3.0, which consists of 1,200 square feet of Permanent Right of Way located at 10203 South Lynn Lane Road in Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 3.0 from Mary McCurley f.k.a. Mary Lee Plunk and authorizes payment in the amount of $41,000.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 19th day of August, 2025.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

GENERAL WARRANTY DEED

THIS INDENTURE is made this 18th day of July, 2025, between MARY MCCURLEY formerly known as MARY LEE PLUNK, a widow, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

Mary McCurley f.k.a. Mary Lee Plunk

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18th day of July, 2025, personally appeared Mary McCurley f.k.a. Mary Lee Plunk, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ER Checked: 7/23/25
Project: ST23280 9th Street Roadway Improvements ~
New Orleans Street to Washington Street
Parcel 3.0

PARCEL 3.0
RIGHT-OF-WAY
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Northwest Quarter of Section 25, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Northwest corner of said Northwest Quarter; thence a distance of 476.25 feet, on a bearing of S01°26'16"E (being the basis of bearings for this description) along the West line of said Northwest Quarter; thence a distance of 40.00 feet to a point 40.00 feet East of said West line, said point lying on the North line of the parent tract, on a bearing of N88°33'44"E extending and along said parent tract, said point also being the Point of Beginning; thence continuing N88°33'44"E, a distance of 10.00 feet to a point on a line 50.00 feet East of and parallel with said West line; thence S01°26'16"E, along said parallel line, a distance of 120.00 feet to a point on the South line of said parent tract; thence S88°33'44"W along said South line, a distance of 10.00 feet to a point on a line being 40.00 feet East of and parallel with said West line; thence N01°26'16"W, along said parallel line, a distance of 120.00 feet to the Point of Beginning.

Said parcel of land containing 1,200 square feet, or 0.03 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on June 12th, 2025.

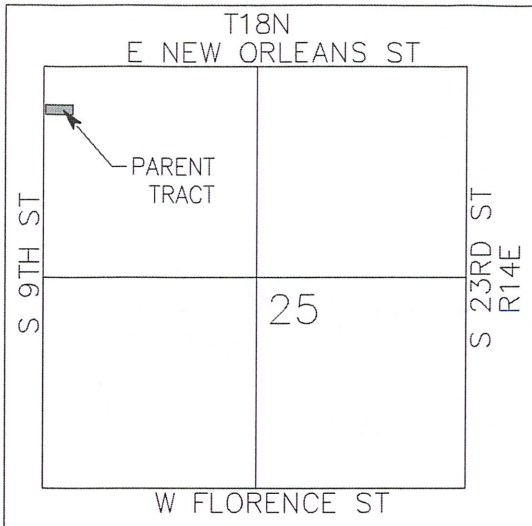
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 12th day of June 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.



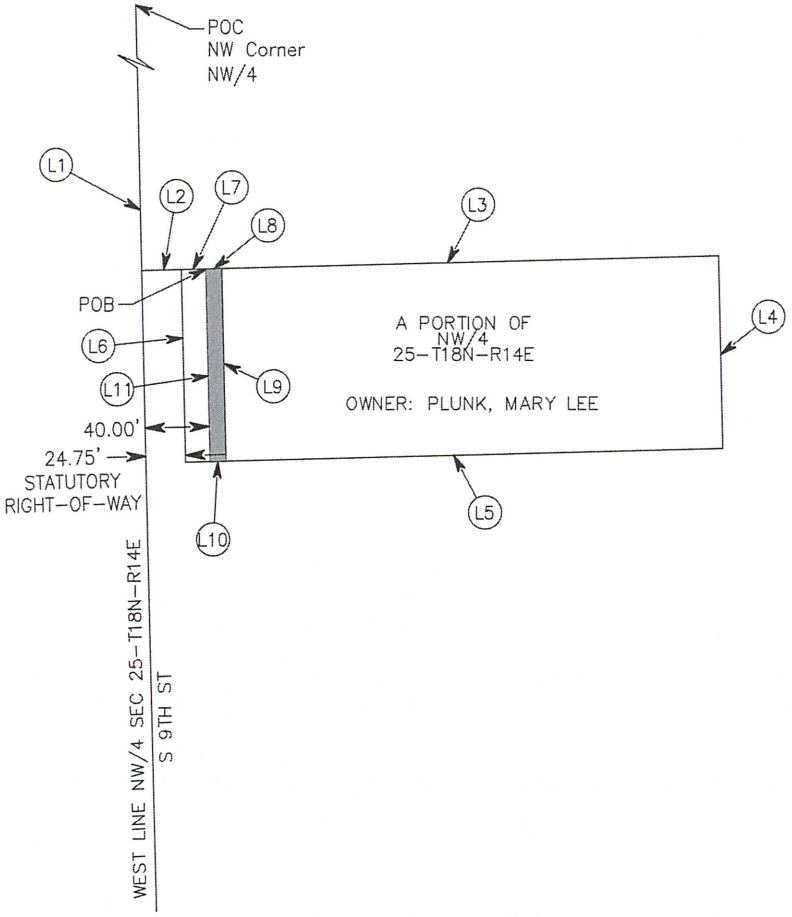


Parcel No.: 3.0 Right of Way
City Project No: ST23280

Tract Area	40,403	S.F.	0.93 Acres
Existing R/W	0	S.F.	0.00 Acres
Proposed R/W	1,200	S.F.	0.03 Acres
Rem in Tract	39,203	S.F.	0.90 Acres
Drainage Easement	0	S.F.	0.00 Acres
Utility Easement	0	S.F.	0.00 Acres
Temp Construction Easement	0	S.F.	0.00 Acres

1"=120'

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	S01°26'16"E	476.25'	L7	N88°33'44"E	15.25'
L2	N88°33'44"E	24.75'	L8	N88°33'44"E	10.00'
L3	N88°33'44"E	336.75'	L9	S01°26'16"E	120.00'
L4	S01°22'34"E	120.00'	L10	S88°33'44"W	10.00'
L5	S88°33'44"W	336.62'	L11	N01°26'16"W	120.00'
L6	N01°26'16"W	120.00'			



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE WEST LINE OF THE NW/4 OF SECTION 25, TOWNSHIP 18 NORTH, RANGE 14 EAST AS S01°26'16"E.

2. SEE PARCEL 3.0 EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

August 8, 2025

Mary Lee Plunk
10203 S Lynn Lane Rd
Broken Arrow, OK 74011

RE: 9TH STREET-NEW ORLEANS STREET TO WASHINGTON STREET
PROJECT NO. ST23280 PARCEL #3.0 2ND FINAL REVISED OFFER LETTER

PROPERTY LOCATION: 10203 SOUTH LYNN LANE ROAD, BROKEN ARROW, OK 74011

Ms. Plunk,

Representatives of the Department of Engineering and Construction have kept me apprised of the discussions regarding the proposed easement acquisition of your property in relation to the proposed waterline extension project. After reviewing your response to the City's offer, I am prepared to make the following offer in accordance with your verbal request subject to City Council approval:

Permanent Right of Way: 1,200 SQUARE FEET (SF) @ $3.35 SF = $4,020
Improvements to be Acquired: Chain Link Cross Fence 20 LF @ $27.00/LF = $540; Concrete Paving 150 SF @ $8.00/SF = $1,200
Proximity Damages: $16,120
Cost to Cure Damages: Replace Wrought-iron Gate $2,000; Replace brick mailbox $1,500
Settlement Cost: $17,620
Total Just Compensation Amount (Rounded) = $41,000

By your signature on this letter, you have accepted the City's offer of $41,000.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. Please contact Amy O'Laughlin if you have any questions about this offer. Her direct number is 918-259-7000 ext. 5278.

Please respond within 5 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

By: Mary Lee Plunk n.k.a. Mary McCurley

MLS/ao

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT (revised)

Conditions: (List physical conditions required for acceptance):

Fee Simple

Owner requests for Payment in the amount of $41,000, less payment amounts for the below two liens appearing on title.

Payment on Judgment in Tulsa County District Court Case #CJ-2022-3123 – statement to be obtained by the City of Broken Arrow and payment to be made to Creditor by COBA. $39,741.86

Payment on Oklahoma Tax Commission Tax Warrant #112812032 – statement to be obtained by the City of Broken Arrow and payment to be made to Creditor by COBA. $1,216.24

Terms for Payment:

Owner's request for payment in the amount of: $41,000.00

Owner's Mailing Address: 10203 S Lynn Lane Rd, Broken Arrow, OK 74011

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: Mary Plunk aka Mary McCurley

Signature/Date:

Owner/s: Mary Plunk Date: 8-12-25

Agent: Amy O'Laughlin Date:

Project: ST23280 9th Street Roadway Improvements ~ New Orleans Street to Washington Street, Parcel 3.0

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

By: Mary Lee Plunk
Mary Lee Plunk

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18th day of July, 2025, personally appeared MARY LEE PLUNK, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

Amy J. O'Laughlin
NOTARY PUBLIC

City of Broken Arrow

Request for Action

File #: 25-1200, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Approval of and authorization to execute Resolution No. 1691, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 1.0, consisting of 25,207.38 square feet of permanent Right-of-Way, generally located on the southeast corner of the intersection of South 23rd Street and East Houston Street in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 18, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from Mary H. Couch, Sole Trustee of the Don C. and Mary H. Couch Revocable Trust, dated the 28th day of January, 2019, and authorization of payment in the amount of $80,000.00 for the Houston Street Improvements from 9th Street to Old Hwy 51, Parcel 1.0 (Project No. ST1926)

Background:
The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Mary H. Couch, Sole Trustee of the Don C. and Mary H. Couch Revocable Trust, dated the 28th day of January, 2019, the owner. Parcel 1.0 consists of 25,207.38 square feet of permanent Right-of-Way in the Northwest Quarter of Section 18, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma. Mary H. Couch, Sole Trustee of the Don C. and Mary H. Couch Revocable Trust, dated the 28th day of January, 2019, has accepted the following offer, made subject to City Council approval:

Permanent Right of Way: 25,207.38 SQUARE FEET (SF) @ $3.00 SF = $75,622
Improvements to be Acquired: 5-strand b/w 75 LF @ $7.50/LF = $563
Settlement Costs: $3,810
Total Just Compensation Amount (Rounded) = $80,000

A copy of the signed Acceptance Letter is attached, as is the General Warranty Deed. Payment of the compensation amount is on the August 19, 2025 City Council Claims List.

Cost: $80,000.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1691
General Warranty Deed
Affidavit
Acceptance letter

Conditions and Request for Payment

Recommendation:
Approve and authorize execution of Resolution No. 1691

RESOLUTION NO. 1691

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 1.0, WHICH CONSISTS OF 25,207.38 SQUARE FEET OF PERMANENT RIGHT-OF-WAY, GENERALLY LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH 23RD STREET AND EAST HOUSTON STREET IN BROKEN ARROW, OKLAHOMA IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 18 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA, FROM MARY H. COUCH, SOLE TRUSTEE OF THE DON C. AND MARY H. COUCH REVOCABLE TRUST, DATED THE 28TH DAY OF JANUARY, 2019, AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $80,000.00 FOR THE HOUSTON STREET IMPROVEMENTS FROM 9TH STREET TO OLD HIGHWAY 51, PARCEL 1.0. (PROJECT NO. ST1926)

WHEREAS, the right-of-way acquisition for the Houston Street Improvements from 9th Street to Old Hwy 51 has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $80,000.00 to Mary H. Couch, Sole Trustee of the Don C. and Mary H. Couch Revocable Trust, dated the 28th day of January, 2019, the property owner of Parcel 1.0, which consists of 25,207.38 square feet of Permanent Right of generally located on the southeast corner of the intersection of South 23rd Street and East Houston Street in Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 1.0 from Mary H. Couch, Sole Trustee of the Don C. and Mary H. Couch Revocable Trust, dated the 28th day of January, 2019, and authorizes payment in the amount of $80,000.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 19th day of August, 2025.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

GENERAL WARRANTY DEED

THIS INDENTURE is made this 22nd day of July, 2025, between MARY H. COUCH, Sole Trustee of the DON C. AND MARY H. COUCH REVOCABLE TRUST, dated the 28th day of January, 2019, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

DON C. AND MARY H. COUCH REVOCABLE TRUST, dated the 28th day of January, 2019

Mary H Couch

By: Mary H. Couch, Sole Trustee

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

STATE OF OKLAHOMA)
) §
COUNTY OF Oklahoma)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2 day of August, 2025, personally appeared Mary H. Couch, Sole Trustee of the DON C. AND MARY H. COUCH REVOCABLE TRUST, dated the 28th day of January, 2019, 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.

BRIDGID COOK NOTARY # 24007826 EXP. 06/19/28 PUBLIC STATE OF OKLAHOMA

Bridgid Cook
NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ECR Checked: 8/11/25
Project: ST1926 Houston Street Improvements-
9th Street to Old Hwy 51
Parcel 1.0

EXHIBIT "A"
PERMANENT RIGHT OF WAY

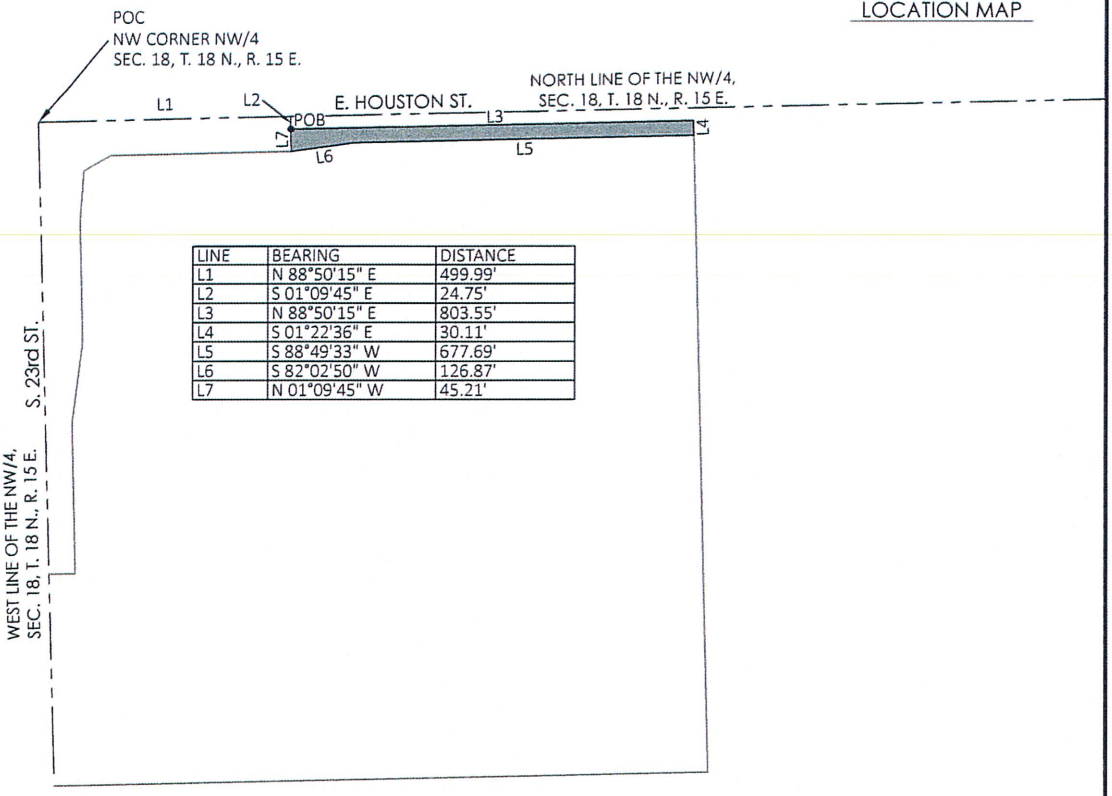
OWNER:
COUCH, DON C: MARY H. REVOCABLE TRUST
PROPERTY ID:
730007032
STATEMENT OF BEARINGS:
BASIS OF BEARINGS: OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, 3501, NAD 83 (1993)

N
W E
S
0 150 300 450

R. 15 E.
EAST HOUSTON STREET
PROJECT SITE
T. 18 N.
SOUTH 23rd STREET
18
SOUTH 37th STREET
EAST WASHINGTON ORLEANS
LOCATION MAP

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PERMANENT RIGHT OF WAY
25,207.38 s.f. or 0.38 acres, more or less



LINE	BEARING	DISTANCE
L1	N 88°50'15" E	499.99'
L2	S 01°09'45" E	24.75'
L3	N 88°50'15" E	803.55'
L4	S 01°22'36" E	30.11'
L5	S 88°49'33" W	677.69'
L6	S 82°02'50" W	126.87'
L7	N 01°09'45" W	45.21'

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NW/4; THENCE NORTH 88°50'15" EAST AND ALONG THE NORTH LINE OF SAID NW/4, FOR A DISTANCE OF 499.99 FEET; THENCE SOUTH 01°09'45" EAST AND PERPENDICULAR TO SAID NORTH LINE, FOR DISTANCE OF 24.75 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 88°50'15" EAST AND PARALLEL WITH SAID NORTH LINE, FOR A DISTANCE OF 803.55 FEET; THENCE SOUTH 01°22'36" EAST AND PARALLEL WITH THE WEST LINE OF SAID NW/4, FOR A DISTANCE OF 30.11 FEET; THENCE SOUTH 88°49'33" WEST, FOR A DISTANCE OF 677.69 FEET; THENCE SOUTH 82°02'50" WEST, FOR A DISTANCE OF 126.87 FEET; THENCE NORTH 01°09'45" WEST AND PERPENDICULAR TO SAID NORTH LINE, FOR A DISTANCE OF 45.21 FEET TO THE **POINT OF BEGINNING**.

LICENSED PROFESSIONAL LAND SURVEYOR
NATHANIEL J. REED
PLS 1744
STATE OF OKLAHOMA

NATHANIEL J. REED
OKLAHOMA PLS #1744

3.10.2025
DATE

BROKEN ARROW
Where opportunity lives

NATIVE PLAINS
Surveying & Mapping, LLC
A Native American Owned Business
5807 South Garnett Road, Suite K, Tulsa, Oklahoma, 74146
Telephone: 918.234.7596, Fax: 918.893.5552
Certificate of Authorization No. 4916 Expires June 30, 2025

PARCEL: PERMANENT R/W	PROJECT No.: 206042
DRAWING: PARCEL 1.0	DATE: MARCH 2025
	DRAWN: JLN
	SCALE: 1:300'
	CHECKED: NJR
REVISION:	SHEET NO.: 1 OF 1

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF Oklahoma)

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.

DON C. AND MARY H. COUCH REVOCABLE TRUST, dated the 28th day of January, 2019

Mary H. Couch
By: Mary H. Couch, Sole Trustee

STATE OF OKLAHOMA)
) §
COUNTY OF Oklahoma)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2 day of August, 2025, personally appeared Mary H. Couch, Sole Trustee of the DON C. AND MARY H. COUCH REVOCABLE TRUST, dated the 28th day of January, 2019, 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.

Bridgid Cook
NOTARY PUBLIC

BRIDGID COOK NOTARY # 24007826 EXP. 06/19/28 PUBLIC STATE OF OKLAHOMA

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

RECEIVED
JUL 21 2025

July 14, 2025

Don and Mary Couch Revocable Trust
1611 NW 36th St
Lawton, OK 73505

RE: HOUSTON STREET-9TH STREET TO OLD HIGHWAY 51
PROJECT NO. ST1926 PARCEL NO. 1.0 REVISED OFFER LETTER

Mr. and Mrs. Couch:

The City of Broken Arrow has completed the design phase and is beginning the acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City, subject to City Council approval:

Permanent Right of Way: 25,207.38 SQUARE FEET (SF) @ $3.00 SF = $75,622
Improvements to be Acquired: 5-strand b/w 75 LF @ $7.50/LF = $563
Settlement Costs: $3,810
Total Just Compensation Amount (Rounded) = $80,000

By your signature on this letter, you have accepted the City's offer of $80,000.00, Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Karen Pax: kpax@brokenarrowok.gov or 918-259-7000 ext. 5435
Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 918-259-7000 ext. 5278

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

Don C Couch
By: Don C. Couch, Trustee

Mary H. Couch
By: Mary H. Couch, Trustee

MLS/ao
enc

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT



Conditions: (List physical conditions required for acceptance):

Fee Simple

.

Terms for Payment:

Owner's request for payment in the amount of: $80,000.00

Owner's Mailing Address: 1611 NW 36th Street
Lawton OK 73505-3850

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: Mary H. Couch

Signature/Date:

Owner/s: Mary H Couch Date: 8/2/2025

Agent: Amy O'Laughlin Date: 8-11-2025

Project: ST1926 Houston Street Improvements from 9th Street to Old Hwy 51 Parcel 1.0

City of Broken Arrow

Request for Action

File #: 25-1211, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Approval of and authorization to execute Resolution No. 1692 a Resolution authorizing acceptance of a Deeds of Distribution for Parcel 4.0, which consists of 25,529 square feet of permanent Right-of-Way, generally located at the northwest corner of the intersection of 9th Street and Washington Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 14, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Vicki Rae Fulps Barnett a/k/a Vicki Rae Barnett, Personal Representative of the estate of Paul F. Fulps a.k.a. Paul Fleetwood Fulps, deceased, and from James Steven Fulps, Personal Representative of the Estates of J. W. Fulps and L.A. Fulps a.k.a. Wanda Lea Fulps, both deceased, and authorization of payment in the amount of $153,180.00 for the 9th Street widening from Houston Street to Washington Street, Parcel 4.0 (Project No. ST2027)

Background:
The attached Deeds of Distribution are being conveyed to the City of Broken Arrow, a municipal corporation, from Vicki Rae Fulps Barnett a/k/a Vicki Rae Barnett, Personal Representative of the estate of Paul F. Fulps a.k.a. Paul Fleetwood Fulps, deceased, and from James Steven Fulps, Personal Representative of the Estates of J. W. Fulps and L.A. Fulps a.k.a. Wanda Lea Fulps, both deceased, the owners. Parcel 4.0 consists of 25,529 square feet of permanent Right-of-Way generally located at the Northwest Corner of the intersection of 9th Street and Washington Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 14, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Vicki Rae Fulps Barnett a/k/a Vicki Rae Barnett, Personal Representative of the estate of Paul F. Fulps a.k.a. Paul Fleetwood Fulps, deceased, and from James Steven Fulps, Personal Representative of the Estates of J. W. Fulps and L.A. Fulps a.k.a. Wanda Lea Fulps, both deceased, have accepted the following offer, made subject to City Council approval:

Permanent Right of Way: 25,529 SQUARE FEET @ $4.00/SF = $102,116
Settlement cost: $51,058

Total Just Compensation Amount (Rounded) = $153,180.00

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed. Payment of the compensation amount is on the August 19, 2025 City Council Claims List.

Cost: $153,180.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1692
Acceptance letter
Deed of Distribution-James Fulps
Deed of Distribution-Vicki Barnett
Conditions and Request for Payment
Affidavits

Recommendation:
Approve and authorize execution of Resolution No. 1692

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

July 30, 2025

James Steven Fulps, Personal Representative (PR) of the Estate of J. W. Fulps and L.A. Fulps
P.O. Box 773
Broken Arrow, OK 74013

Vicki Rae Fulps Barnett a/k/a Vicki Rae Barnett, PR of the Estate of Paul F. Fulps
1301 E. Reno
Broken Arrow, OK 74012

RE: 9TH STREET & WASHINGTON STREET INTERSECTION, PROJECT NO. ST2027, PARCEL NO. 4.0 FINAL OFFER

PROPERTY LOCATION: 520 E WASHINGTON ST, BROKEN ARROW, OK 74012

Mr. Fulps and Mrs. Barnett,

The City of Broken Arrow has completed the design phase and is beginning the acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City, subject to City Council approval:

Permanent Right of Way: 25,529.00 SQUARE FEET (SF) @ $4.00/SF = $102,116
Settlement cost: $51,058

Total Just Compensation Amount (Rounded) = $153,180.00

By your signature on this letter. you have accepted the City's offer of $153,180.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Karen Pax: kpax@brokenarrowok.gov or 918-259-7000 ext. 5435
Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 918-259-7000 ext. 5278

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/ajo

Vicki Rae Barnett

By: Vicki Rae Fulps Barnett
a/k/a Vicki Rae Barnett, PR

By: James Steven Fulps, PR

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF Wagoner)

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.

The Estates of J.W. Fulps and L.A. Fulps

By: _____
James Steven Fulps, Personal Representative

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of August, 2025, personally appeared James Steven Fulps as Personal Representative of the Estates of J. W. Fulps and L.A. Fulps, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

_____
NOTARY PUBLIC

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF Wagoner)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

By: Vicki Rae Barnett
Vicki Rae Fulps Barnett a/k/a Vicki Rae Barnett,
Personal Representative of the Estate of Paul F. Fulps

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of August, 2025, personally appeared Vicki Rae Fulps Barnett a/k/a Vicki Rae Barnett, PR of the Estate of Paul F. Fulps, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: $153,180.00

½ payable to THE J.W. & W.L. FULPS ESTATE - per title vesting

½ payable to VICKI RAE BARNETT

Owner's Mailing Address:

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

Signature/Date:

Owner/s: [signature], TRUSTEE Date: 8/15/25

Vicki Rae Barnett 8/15/25

Agent: Amy O'Laughlin Date: 8-15-25

Project: ST2027 9th Street & Washington Street Intersection, Parcel 4.0

DEED OF DISTRIBUTION

THIS DEED, made this 15th day of August 2025, by and between **James Steven Fulps, Personal Representative of the Estates of J. W. Fulps and L.A. Fulps a.k.a. Wanda Lea Fulps, both deceased**, hereinafter referred to as Grantor, and **City of Broken Arrow,** Oklahoma, a municipal corporation, hereinafter referred to as Grantee.

NOW, THEREFORE, Grantor does grant, convey, transfer, and distribute all of the right, title and interest of the decedent and the estate to Grantee in the following described real property situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

together with all the improvements thereon and the appurtenances thereunto belonging.

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

Grantor does covenant with said Grantee that Grantor is the duly qualified and acting Personal Representative of the estate of J.W. Fulps and L.A. Fulps a.k.a. Wanda Lea Fulps, deceased, and has the power to convey the above property and that Grantor has not made, done or suffered and act, matter or thing whatsoever since being appointed Personal Representative, whereby the above granted premises, or any part thereof, now or at any time hereafter, shall or may be impaired, charged or encumbered in any manner whatsoever.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

IN WITNESS WHEREOF, the Grantor, acting in his capacity as Personal Representative of the estate of J.W. Fulps and L.A. Fulps a.k.a. Wanda Lea Fulps, deceased, has executed this Deed on the day and year set forth below.

Date: 8/15/25

The Estates of J.W. Fulps and L.A. Fulps a.k.a. Wanda Lea Fulps

By: _____

James Steven Fulps, Personal Representative

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

STATE OF OKLAHOMA)
) ss.
COUNTY OF Wagoner)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of August, 2025, personally appeared James Steven Fulps as Personal Representative of the estates of J. W. Fulps and L.A. Fulps a.k.a. Wanda Lea Fulps, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

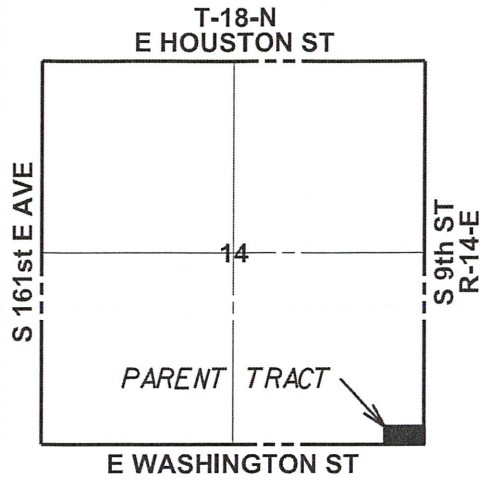
Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: BSS Date: 8/15/25
Project: ST2027 9th Street Widening: Houston to Washington
Parcel 4.0



Parcel No.: 4.0
County: Tulsa
Legal Description: See Exhibit "A"
Project Number: ST2027

LEGEND
POB - Point of Beginning
POC - Point of Commencement
SPC - State Plane Coordinates
R/W - Right- of- Way

Tract Area	130,972	S.F.	3.01 Acres
Existing R/W	18,745	S.F.	0.43 Acres
Proposed R/W	25,529	S.F.	0.59 Acres
Rem in Tract	86,698	S.F.	1.99 Acres
Perpetual Easement	-	S.F.	- Acres
Temp Construction Easement	-	S.F.	- Acres
Drainage Easement	-	S.F.	- Acres

EXHIBIT NOTES
1. This Exhibit is a sketch descriptive only of size, shape and location of the proposed Right-of-Way easement and does not constitute a plat of survey of the Grantor's Property.

Scale: 1"=80'

#	Bearing	Distance
L1	N01°17'37"W	24.75'
L2	S88°37'01"W	24.75'
L3	S88°37'01"W	515.25'
L4	N01°17'39"W	25.25'
L5	N88°37'01"E	163.92'
L6	N58°45'04"E	30.12'
L7	N88°37'01"E	259.94'
L8	N43°42'21"E	35.41'
L9	N01°17'37"W	152.22'
L10	N88°42'23"E	40.25'
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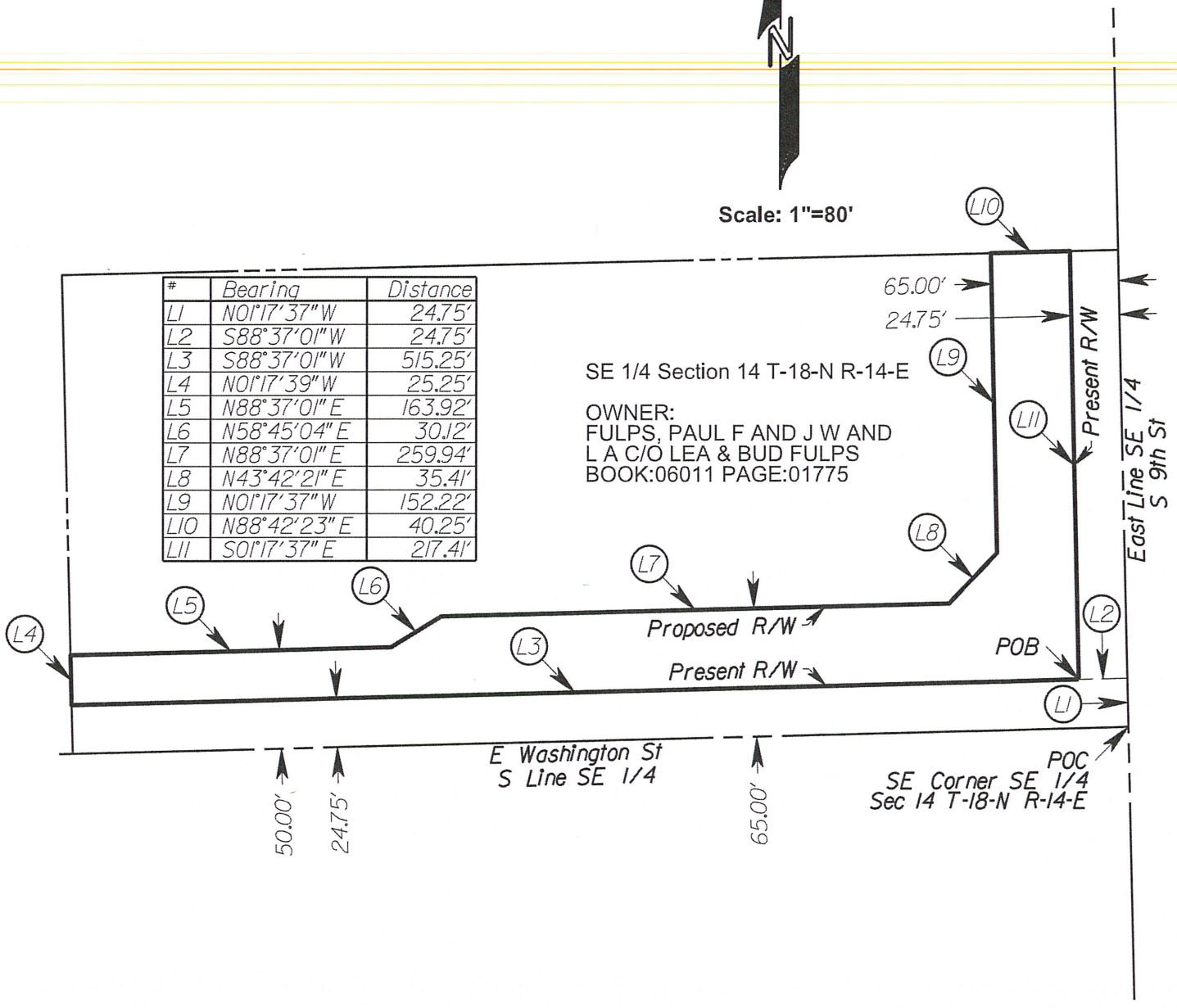


EXHIBIT "A"

PROPOSED PERMANENT RIGHT-OF-WAY

PARCEL 4.0

CITY PROJECT NO. ST2027

PROPOSED RIGHT-OF-WAY LEGAL

A parcel of land lying in the SE 1/4 of Section 14, Township 18 North, Range 14 East, City of Broken Arrow, Tulsa County, State of Oklahoma, said parcel being more particularly described as follows:

Commencing at the SE Corner of said Section 14; thence a distance of 24.75 feet, on a bearing of N01°17'37"W (being the basis of bearings for this description) along the East line of said SE 1/4; thence a distance of 24.75 feet, on a bearing of S88°37'01"W to a point on the present Northerly Right-of-Way line for East Washington Street same being a line 24.75 feet North of and parallel with the South line of said SE 1/4 as well as the Point of Beginning; thence S88°37'01"W along said present Northerly Right-of-Way line and parallel line, a distance of 515.25 feet; thence N01°17'39"W, a distance of 25.25 feet to a point on a line being 50.00 feet North of and parallel with the South line of said SE 1/4; thence N88°37'01"E along said parallel line, a distance of 163.92 feet; thence N58°45'04"E, a distance of 30.12 feet to a point on a line being 65.00 feet North of and parallel with the South line of said SE 1/4; thence N88°37'01"E along said parallel line, a distance of 259.94 feet, thence N43°42'21"E, a distance of 35.41 feet to a point on a line being 65.00 feet West of and parallel with the East line of said SE 1/4; thence N01°17'37"W along said parallel line, a distance of 152.22 feet; thence N88°42'23"E, a distance of 40.25 feet to a point on the present Westerly Right-of-Way line for South 9th Street same being a line 24.75 feet West of and parallel with the East line of said SE 1/4; thence S01°17'37"E along said Westerly Right-of-Way and parallel line, a distance of 217.41 feet to the Point of Beginning.

Said parcel containing 25,529 square feet, or 0.59 acre more or less and being subject to all easements and Rights-of-Way of record.

SURVEYOR'S CERTIFICATE

I, Carey E. Harris, PLS, Keystone Engineering and Land Surveying, Inc., certify that the attached legal description closes in accord with existing records, is a true representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 2nd day of February 2021.



Carey E. Harris, P.L.S. #1719
C.A. No.: 5877
Expires: 6/30/21

DEED OF DISTRIBUTION

THIS DEED, made this 15th day of August 2025, by and between **Vicki Rae Fulps Barnett a/k/a Vicki Rae Barnett, Personal Representative of the estate of Paul F. Fulps a.k.a. Paul Fleetwood Fulps, deceased**, hereinafter referred to as Grantor, and **City of Broken Arrow,** Oklahoma, a municipal corporation, hereinafter referred to as Grantee.

NOW, THEREFORE, Grantor does grant, convey, transfer, and distribute all of the right, title and interest of the decedent and the estate to Grantee in the following described real property situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

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EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

Grantor does covenant with said Grantee that Grantor is the duly qualified and acting Personal Representative of the estate of Paul F. Fulps a.k.a. Paul Fleetwood Fulps, deceased, and has the power to convey the above property and that Grantor has not made, done or suffered and act, matter or thing whatsoever since being appointed Personal Representative, whereby the above granted premises, or any part thereof, now or at any time hereafter, shall or may be impaired, charged or encumbered in any manner whatsoever.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

IN WITNESS WHEREOF, the Grantor, acting in her capacity as Personal Representative of the estate of Paul F. Fulps a.k.a. Paul Fleetwood Fulps, deceased, has executed this Deed on the day and year set forth below.

Date: 8/15/25

The Estate of Paul F. Fulps a.k.a. Paul Fleetwood Fulps

By: Vicki Rae Fulps Barnett AKA Vicki Rae Barnett

Vicki Rae Fulps Barnett a.k.a. Vicki Rae Barnett,
Personal Representative

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

STATE OF OKLAHOMA)
) ss.
COUNTY OF Wagoner)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 15th day of August, 2025, personally appeared Vicki Rae Fulps Barnett a.k.a. Vicki Rae Barnett, Personal Representative of the estate of Paul F. Fulps a.k.a. Paul Fleetwood Fulps, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

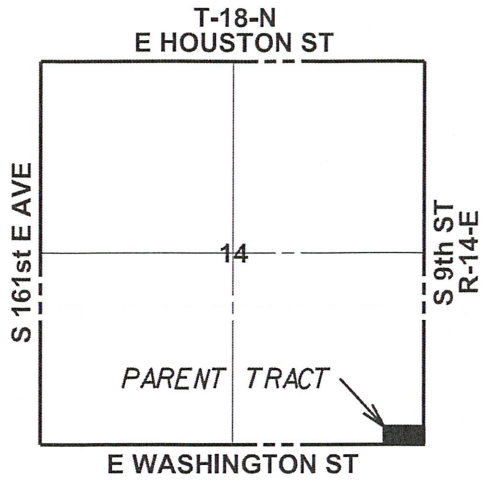
Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: BSS Date: 8/15/25
Project: ST2027 9th Street Widening: Houston to Washington
Parcel 4.0



Parcel No.: 4.0
County: Tulsa
Legal Description: See Exhibit "A"
Project Number: ST2027

LEGEND
POB - Point of Beginning
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SPC - State Plane Coordinates
R/W - Right- of- Way

Tract Area	130,972	S.F.	3.01 Acres
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EXHIBIT NOTES
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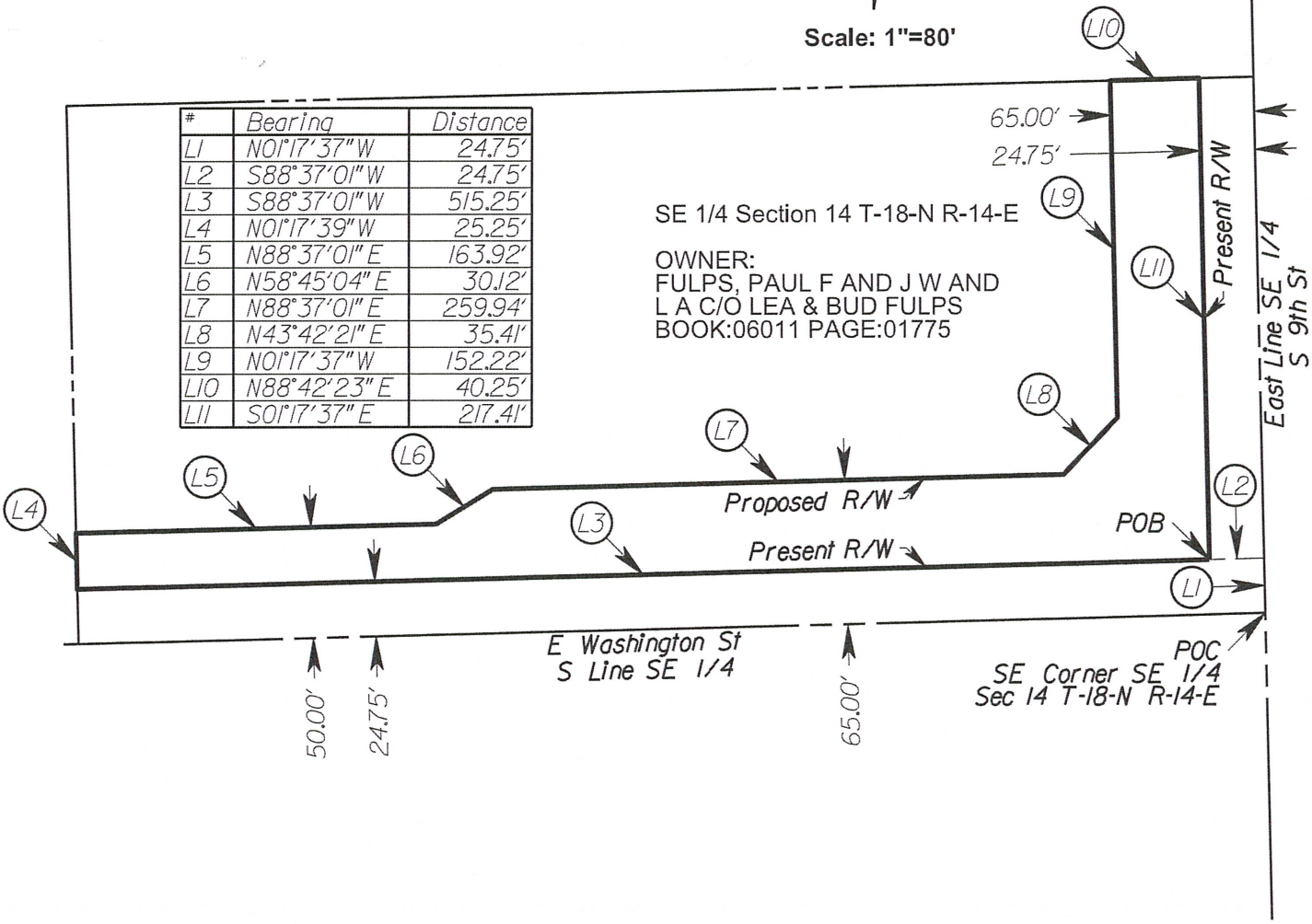


EXHIBIT "A"

PROPOSED PERMANENT RIGHT-OF-WAY

PARCEL 4.0

CITY PROJECT NO. ST2027

PROPOSED RIGHT-OF-WAY LEGAL

A parcel of land lying in the SE 1/4 of Section 14, Township 18 North, Range 14 East, City of Broken Arrow, Tulsa County, State of Oklahoma, said parcel being more particularly described as follows:

Commencing at the SE Corner of said Section 14; thence a distance of 24.75 feet, on a bearing of N01°17'37"W (being the basis of bearings for this description) along the East line of said SE 1/4; thence a distance of 24.75 feet, on a bearing of S88°37'01"W to a point on the present Northerly Right-of-Way line for East Washington Street same being a line 24.75 feet North of and parallel with the South line of said SE 1/4 as well as the Point of Beginning; thence S88°37'01"W along said present Northerly Right-of-Way line and parallel line, a distance of 515.25 feet; thence N01°17'39"W, a distance of 25.25 feet to a point on a line being 50.00 feet North of and parallel with the South line of said SE 1/4; thence N88°37'01"E along said parallel line, a distance of 163.92 feet; thence N58°45'04"E, a distance of 30.12 feet to a point on a line being 65.00 feet North of and parallel with the South line of said SE 1/4; thence N88°37'01"E along said parallel line, a distance of 259.94 feet, thence N43°42'21"E, a distance of 35.41 feet to a point on a line being 65.00 feet West of and parallel with the East line of said SE 1/4; thence N01°17'37"W along said parallel line, a distance of 152.22 feet; thence N88°42'23"E, a distance of 40.25 feet to a point on the present Westerly Right-of-Way line for South 9th Street same being a line 24.75 feet West of and parallel with the East line of said SE 1/4; thence S01°17'37"E along said Westerly Right-of-Way and parallel line, a distance of 217.41 feet to the Point of Beginning.

Said parcel containing 25,529 square feet, or 0.59 acre more or less and being subject to all easements and Rights-of-Way of record.

SURVEYOR'S CERTIFICATE

I, Carey E. Harris, PLS, Keystone Engineering and Land Surveying, Inc., certify that the attached legal description closes in accord with existing records, is a true representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 2nd day of February 2021.



Carey E. Harris, P.L.S. #1719
C.A. No.: 5877
Expires: 6/30/21

RESOLUTION NO. 1692

A RESOLUTION AUTHORIZING ACCEPTANCE OF DEEDS OF DISTRIBUTION FOR PARCEL 4.0, WHICH CONSISTS OF 25,529 SQUARE FEET OF PERMANENT RIGHT-OF-WAY FOR THE 9TH STREET WIDENING: HOUSTON TO WASHINGTON, LOCATED AT THE NORTHWEST CORNER OF 9TH STREET AND WASHINGTON STREET, BROKEN ARROW, OKLAHOMA IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA, FROM VICKI RAE FULPS BARNETT A/K/A VICKI RAE BARNETT, PERSONAL REPRESENTATIVE OF THE ESTATE OF PAUL F. FULPS A.K.A. PAUL FLEETWOOD FULPS, DECEASED, AND FROM JAMES STEVEN FULPS, PERSONAL REPRESENTATIVE OF THE ESTATES OF J. W. FULPS AND L.A. FULPS A.K.A. WANDA LEA FULPS, BOTH DECEASED, AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $153,180.00 FOR THE 9TH STREET WIDENING: HOUSTON TO WASHINGTON, PARCEL 4.0. (PROJECT NO. ST2027)

WHEREAS, the right-of-way acquisition for the 9th Street Widening: Houston to Washington has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $153,180.00 to Vicki Rae Fulps Barnett a/k/a Vicki Rae Barnett, Personal Representative of the estate of Paul F. Fulps a.k.a. Paul Fleetwood Fulps, deceased, and from James Steven Fulps, Personal Representative of the Estates of J. W. Fulps and L.A. Fulps a.k.a. Wanda Lea Fulps, both deceased, the property owners of Parcel 4.0, which consists of 25,529 square feet of Permanent Right of Way located at the Northwest corner of 9th Street and Washington, Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the Deeds of Distribution for Parcel 4.0 from Vicki Rae Fulps Barnett a/k/a Vicki Rae Barnett, Personal Representative of the estate of Paul F. Fulps a.k.a. Paul Fleetwood Fulps, deceased, and from James Steven Fulps, Personal Representative of the Estates of J. W. Fulps and L.A. Fulps a.k.a. Wanda Lea Fulps, both deceased, and authorizes payment in the amount of $153,180.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 19th day of August, 2025.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-1198, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Acceptance of a Drainage Easement for Parcel 23.B, consisting of 1,325 square feet of permanent Drainage Easement and acceptance of Temporary Construction Easements for Parcels 23.A and 24.A, consisting of 178 square feet and 851 square feet, respectively, on property generally located west of South Lynn Lane Road and north of East Fulton Street in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Armory, LLC, an Oklahoma limited liability company, and authorization of payment in the amount of $1,850.00 for the 9th Street Roadway Improvements-New Orleans Street to Washington Street, Parcels 23 and 24. (Project No. ST23280)

Background:
The attached Drainage Easement and Temporary Construction Easements are being conveyed to the City of Broken Arrow, a municipal corporation, from Armory, LLC, an Oklahoma limited liability company, the owner. Parcel 23.B consists of 1,325 square feet of drainage easement and Parcels 23.A and 24.A consist of 178 square feet and 851 square feet, respectively, of temporary construction easements, generally located west of South Lynn Lane Road and north of East Fulton Street in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Armory, LLC, has accepted the following offer, made subject to City Council approval:

Perpetual Drainage Easement: 1,325 SQUARE FEET @ $2.60/SF x 75% = $2,583.75
Temporary Construction Easements: 178 SF (23.A), 851 SF (24.A) = 1,029 Total SF @ $2.60/SF x 10% = $267.54
Less $1,000 for fence relocation

Total Just Compensation Amount (Rounded) = $1,850.00

A copy of the signed acceptance of the City's offer is attached, as are the Drainage Easement and Temporary Construction Easements. Payment of the compensation amount is on the August 19, 2025 City Council Claims List.

Cost: $1,850.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Drainage Easement
Temporary Construction Easement
Acceptance Letter
Conditions and Request for Payment
Affidavit

Recommendation:
Accept the Drainage Easement and Temporary Construction Easements

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

July 28, 2025

ARMORY LLC
PO BOX 472106
TULSA , OK 74147

RE: 9TH STREET-NEW ORLEANS STREET TO WASHINGTON STREET, PROJECT NO. ST23280
PROJECT PARCEL #: 23.A, 23.B AND 24.A

Mr. Cocolin,

The City of Broken Arrow has completed the design phase and is beginning the 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:

Drainage Easement: 1,325 SQUARE FEET (SF) (**23.B**) @ $2.60 SF x 75% = $2,583.75
Temporary Construction Easement: 178 SF (**23.A**), 851 SF (**24.A**) = 1,029 Total SF @ $2.60/SF X 10% = $267.54
Total Just Compensation Amount (Rounded) = $2,850 less $1,000.00 for fence relocation to $1,850.00

By your signature on this letter, you have accepted the City's offer of ~~$2,850.00~~. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Karen Pax: kpax@brokenarrowok.gov or 918-259-7000 ext. 5435
Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 918-259-7000 ext. 5278

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

Dave Cocolin
By: Dave Cocolin, Manager

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.

ARMORY, LLC, an Oklahoma limited liability company

By: Dave Cocolin
David Cocolin, Manager

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of July, 2025, personally appeared DAVID COCOLIN, as Manager of Armory, LLC, an Oklahoma limited liability company, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

* aka Dave Cocolin

NOTARY PUBLIC

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

During construction the rear fence of the property located at 2725 South 8th Street will be relocated to the lot line/outside of the Reserve areas.

Terms for Payment:

Owner's request for payment in the amount of: $1,850.00

Owner's Mailing Address: 3705 S Aster Ave, Broken Arrow, OK 74011

Owner Requests Check:

- [X] Mailed to above address
- [ ] Mailed to above address by Certified Mail
- [ ] Call me and I will pick it up
- [ ] Delivered by Agent

Check Payable to: Armory, LLC

Signature/Date:

Owner/s: Dave Cocolin Date: 7-31-2025

Agent: Amy O'Laughlin Date: 7-31-25

Project: ST23280 9th Street Roadway Improvements ~ New Orleans Street to Washington Street", Parcels23.A, 23.B and 24.A

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **ARMORY, LLC, an Oklahoma limited liability company**, the owner of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Tulsa County, Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the **CITY OF BROKEN ARROW, OKLAHOMA**, a municipal corporation, and other good and valuable considerations, receipt of which are hereby acknowledged, does hereby dedicate to the public, forever, the following described property, to wit:

SEE EXHIBIT "A"
EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11)

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing drainage facilities and appurtenances.

The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor(s), for him/her and their heirs, administrators, successors and assigns, covenant(s) and agree(s) that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated by the grantor(s) or any person in privy with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City or City shall have right to remove or otherwise eliminate such violation, and grantor(s), his/her heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

DATED this 31st day of July, 2025.

ARMORY, LLC, an Oklahoma limited liability company

By: Dave Cocolin
David Cocolin, Manager

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of July, 2025, personally appeared David Cocolin* as Manager of ARMORY, LLC, an Oklahoma limited liability company, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

* aka Dave Cocolin

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Checked: 7/31/25
PROJECT: ST23280 9th Street Roadway Improvements ~
New Orleans Street to Washington Street Parcels 23.A

PARCEL 23.A
PERMANENET DRAINAGE EASEMENT
EXHIBIT "B"
LEGAL DESCRIPTION

A portion of Reserve "B" in Block 1 of Washington Lane VII located in the Northeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Beginning at the Southeast corner of Reserve "B" in Block 1 of Washington Lane VII plat as recorded in the Tulsa County Clerk's Office; thence, S88°45'24"W, along the South line of said Reserve "B", for a distance of 20.00 feet; thence, N01°14'36"W, along the West line of said Reserve "B", for a distance of 8.89 feet; thence, N88°45'24"E, perpendicular to the East line of said Reserve "B", for a distance of 20.00 feet; thence S01°14'36"E, along said East line, a distance of 8.89 feet to the Point of Beginning.

Said parcel of land containing 178 square feet, or 0.01 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on February 26th, 2025.

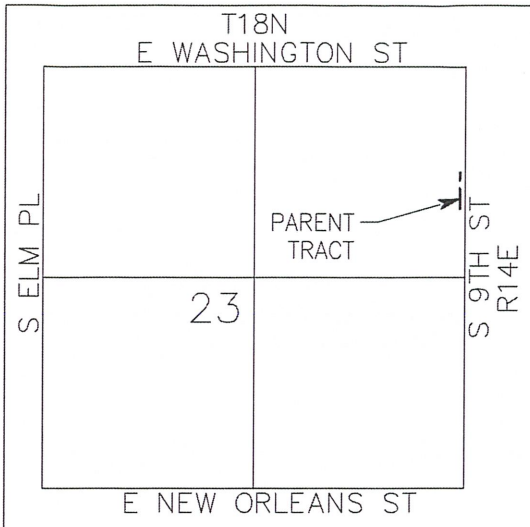
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 26th day of February 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.



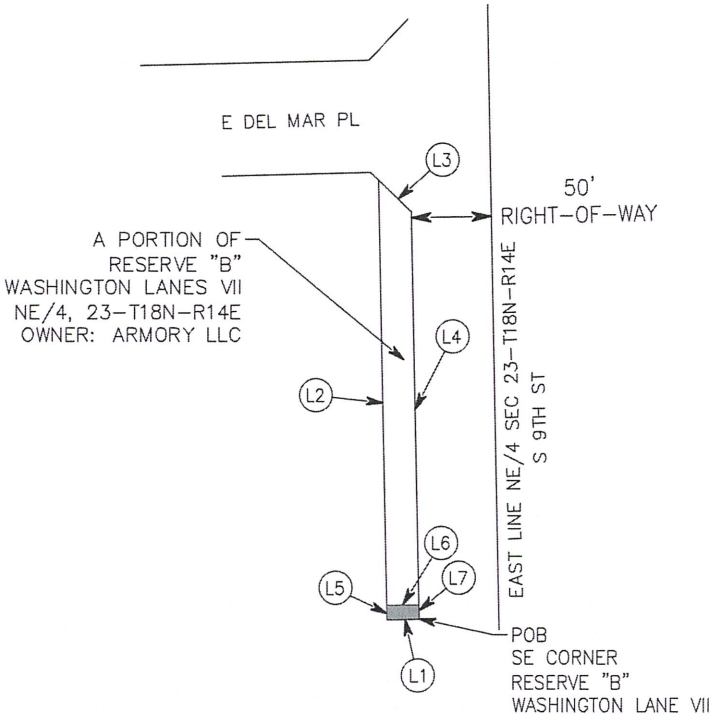


Parcel No.: 23.A Permanent Drainage Easement
City Project No: ST23280

Tract Area	5,276	S.F.	0.12 Acres
Existing R/W	0	S.F.	0.00 Acres
Proposed R/W	0	S.F.	0.00 Acres
Rem in Tract	5,276	S.F.	0.12 Acres
Drainage Easement	178	S.F.	0.01 Acres
Utility Easement	0	S.F.	0.00 Acres
Temp Construction Easement	0	S.F.	0.00 Acres

1"=120'

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	S88°45'24"W	20.00'	L5	N01°14'36"W	8.89'
L2	N01°14'36"W	273.77'	L6	N88°45'24"E	20.00'
L3	S46°18'02"E	28.26'	L7	S01°14'36"E	8.89'
L4	S01°14'36"E	253.81'			



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE EAST LINE OF THE NE/4 OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 14 EAST AS S01°14'36"E.

2. SEE PARCEL 23.A EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, ARMORY, LLC, an Oklahoma limited liability company, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in TULSA County, State of Oklahoma to wit:

SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the roadway improvements.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 28th day of July 2025.

ARMORY, LLC, an Oklahoma limited liability company

Dave Cocolin

By: Dave Cocolin, Manager

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

28th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of July, 2025, personally appeared DAVE COCOLIN, as Manager of Armory, LLC, an Oklahoma limited liability company, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael Spurgeon
Michael L. Spurgeon, City Manager

Attest:

Curtis Green
City Clerk

CITY OF BROKEN ARROW OKLAHOMA TULSA COUNTY

Engineer: ELR Date: 7/28/25
Project: ST23280 9th Street Roadway Improvements ~
New Orleans Street to Washington Street
Parcel 33.A

PARCEL 33.A
TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Southwest Quarter of the Northwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Northwest corner of said Southwest Quarter of the Northwest Quarter; thence a distance of 294.97 feet, on a bearing of S01°14'36"E, along the West line of said Southwest Quarter of the Northwest Quarter, said line being the basis of bearing; thence a distance of 67.50 feet, on a bearing of N88°45'24"E to a point on a line being 67.50 feet East of and parallel with said West line and a point on the North line of the parent tract, same point being the Point of Beginning; thence N88°45'24"E, along said North line, a distance of 2.50 feet to a point on a line being 70.00 feet East of and parallel with said West line; thence S01°14'36"E, along said parallel line, a distance of 60.15 feet; thence N88°45'24"E, perpendicular to said West line, a distance of 15.00 feet to a point on a line being 85.00 feet East of and parallel with said West line; thence S01°14'36"E, along said parallel line, a distance of 74.00 feet to a point on the South line of said parent tract; thence S88°45'24"W, along said South line, a distance of 17.50 feet to a point on a line being 67.50 feet East of and parallel with said West line; thence N01°14'36"W, along said parallel line, a distance of 134.15 feet to the Point of Beginning.

Said parcel of land containing 1,446 square feet, or 0.03 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on March 5th, 2025.

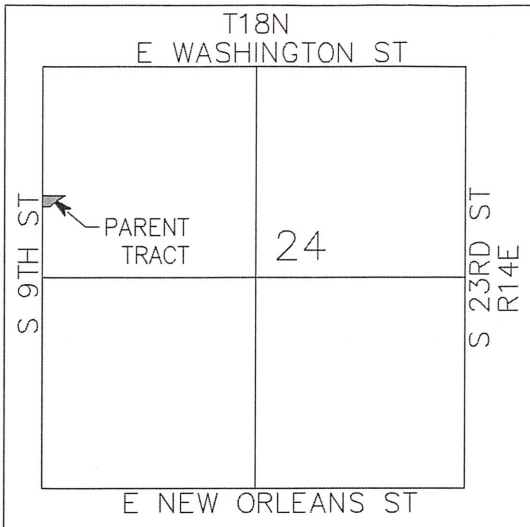
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 5th day of March 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.



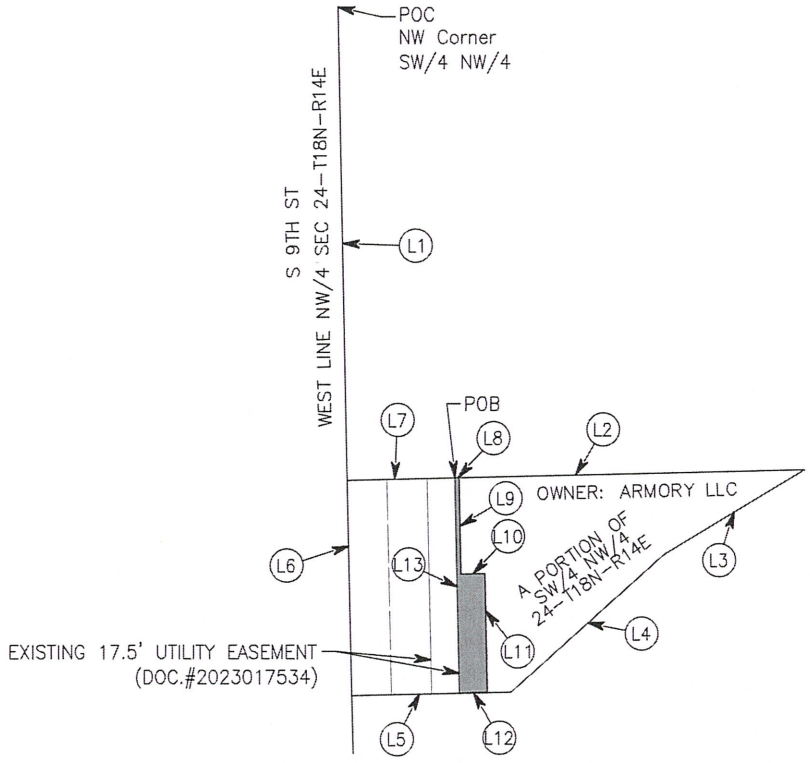


Parcel No.: 33.A Temporary Construction Easement
City Project No: ST23280

Tract Area	24,694	S.F.	0.57 Acres
Existing R/W	3,321	S.F.	0.08 Acres
Proposed R/W	3,387	S.F.	0.08 Acres
Rem in Tract	17,986	S.F.	0.41 Acres
Drainage Easement	0	S.F.	0.00 Acres
Utility Easement	0	S.F.	0.00 Acres
Temp Construction Easement	1,446	S.F.	0.03 Acres

1"=120'

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N01°14'36"W	294.97'	L8	N88°45'24"E	2.50'
L2	N88°45'24"E	286.68'	L9	S01°14'36"E	60.15'
L3	S59°08'17"W	102.07'	L10	N88°45'24"E	15.00'
L4	S48°14'20"W	128.84'	L11	S01°14'36"E	74.00'
L5	S88°45'24"W	100.00'	L12	S88°45'24"W	17.50'
L6	N01°14'36"W	134.15'	L13	N01°14'36"W	134.15'
L7	N88°45'24"E	67.50'			



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE WEST LINE OF THE NW/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST AS S01°14'36"E.

2. SEE PARCEL 33.A EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

City of Broken Arrow

Request for Action

File #: 25-1147, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Acceptance of a Utility Easement from Eagle I Investments, LLC, a Colorado limited liability company, as nominee for LRL Christian Charitable Trust No. 1, a Colorado trust, the owner, on property generally located at the northwest corner of the intersection of East Washington Street and North 23rd Street in Broken Arrow, Oklahoma, located in the Southeast Quarter of Section 13, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Parcel 40.0 is for the County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements (Project No. 2154250)

Background:

The attached Utility Easement is being conveyed to the City of Broken Arrow from Eagle I Investments, LLC, a Colorado limited liability company, as nominee for LRL Christian Charitable Trust No. 1, a Colorado trust, the owner. Parcel 40.0 consists of 118.26 square feet of utility easement generally located at the northwest corner of the intersection of East Washington Street and North 23rd Street in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 13, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Eagle I Investments, LLC, a Colorado limited liability company, as nominee for LRL Christian Charitable Trust No. 1, a Colorado trust has accepted the following offer, made subject to city council approval:

Permanent Utility Easement: 118.26 SQUARE FEET @ $0.75 SF x 75% = $66.52
Total Just Compensation Amount (Rounded) = $70.00

A copy of the signed acceptance of the City's offer is attached, as is the Utility Easement.
Payment of the compensation amount is on the August 19, 2025 City Council Claims List.

Cost: $70.00

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: Acceptance letter
Utility Easement
Affidavit
Conditions and Request for Payment

Recommendation:

Accept the Utility Easement

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

July 28, 2025

EAGLE I INVESTMENTS, LLC
PO BOX 472106
TULSA, OK 74147

RE: COUNTY LINE TRUNK SEWER PHASE IIB - SANITARY SEWER IMPROVEMENTS

PROJECT: 2154250 PARCEL NO. 40.0

PROPERTY LOCATION: VACANT– TULSA COUNTY PARCEL #98413841337310

Mr. Cocolin:

The City of Broken Arrow has completed the design phase and is beginning the easement acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City, subject to City Council approval:

Permanent ~~Right of Way~~ Utility Easement: 118.26 SQUARE FEET (SF) @ $0.75 SF x 75% = $66.52
Total Just Compensation Amount (Rounded) = $70.00

By your signature on this letter, you have accepted the City's offer of $70.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Karen Pax: kpax@brokenarrowok.gov or 918-259-7000 ext. 5435
Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 918-259-7000 ext. 5278

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

Dave Cocolin
By: Dave Cocolin, Manager

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.

Eagle I Investments, LLC, a Colorado limited liability company, as nominee for LRL Christian Charitable Trust No. 1, a Colorado trust

By: Dave Cocolin
David Cocolin, Manager

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of July, 2025, personally appeared David Cocolin* as Manager of Eagle I Investments, LLC, a Colorado limited liability company, as nominee for LRL Christian Charitable Trust No. 1, a Colorado trust, 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.

*aka Dave Cocolin

Amy O'Laughlin
NOTARY PUBLIC

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: $70.00

Owner's Mailing Address: 3705 S. Aster Ave Broken Arrow 74011

Owner Requests Check:

- [x] Mailed to above address
- [ ] Mailed to above address by Certified Mail
- [ ] Call me and I will pick it up
- [ ] Delivered by Agent

Check Payable to: Eagle I Investments, LLC

Signature/Date:

Owner/s: Dave Coculin Date: 7-31-2025

Agent: Amy O'Laughlin Date: 7-31-2025

Project: 2154250 County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcel 40.0

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Eagle I Investments, LLC, a Colorado limited liability company, as nominee for LRL Christian Charitable Trust No. 1, a Colorado trust**, 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 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, 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 31st day of July, 2025.

Eagle I Investments, LLC, a Colorado limited liability company, as nominee for LRL Christian Charitable Trust No. 1, a Colorado trust, a Colorado limited liability company

By: Dave Cocolin
David Cocolin, Manager

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 31st day of July, 2025, personally appeared David Cocolin* as Manager of Eagle I Investments, LLC, a Colorado limited liability company, as nominee for LRL Christian Charitable Trust No. 1, a Colorado trust, to me known to be the identical person who executed the within and foregoing instrument in writing and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

*aka Dave Cocolin

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

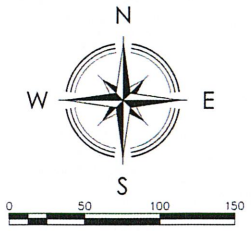
Attest:

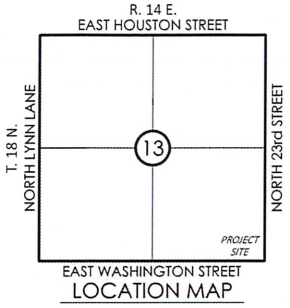
City Clerk

Engineer: ELK Date: 7/31/25
Project: 2154250 County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements
Parcel 40.0

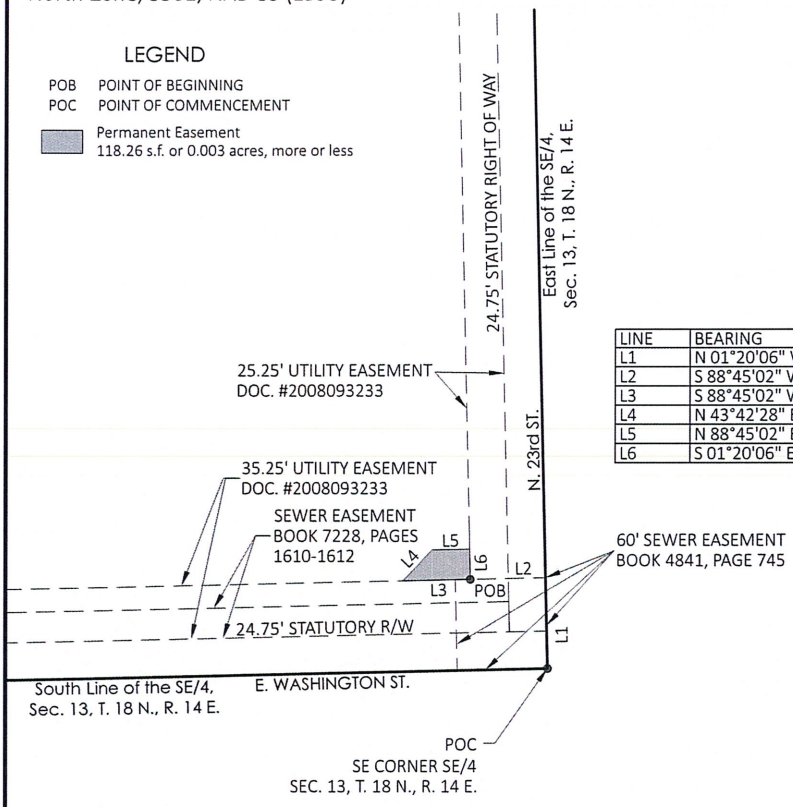
EXHIBIT "A"
PERMANENT EASEMENT

OWNER:
Eagle I Investments LLC
PROPERTY ID:
98413-84-13-37310
PROPERTY ADDRESS:
No address listed on County Records
STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)





LOCATION MAP



LINE	BEARING	DISTANCE
L1	N 01°20'06" W	60.00'
L2	S 88°45'02" W	50.00'
L3	S 88°45'02" W	45.00'
L4	N 43°42'28" E	28.26'
L5	N 88°45'02" E	25.00'
L6	S 01°20'06" E	20.00'

A tract of land located in the Southeast Quarter (SE/4) of Section Thirteen (13), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southeast corner of said SE/4; Thence North 01°20'06" West and along the East line of said SE/4, for a distance of 60.00 feet; Thence South 88°45'02" West and parallel with the South line of said SE/4, for a distance of 50.00 feet to the **POINT OF BEGINNING**; Thence continuing South 88°45'02" West and parallel with said South line, for a distance of 45.00 feet; Thence North 43°42'28" East, for a distance of 28.26 feet; Thence North 88°45'02" East and parallel with the South line of said SE/4, for a distance of 25.00 feet; Thence South 01°20'06" East and parallel with the East line of said SE/4, for a distance of 20.00 feet **POINT OF BEGINNING**.

LICENSED PROFESSIONAL LAND SURVEYOR
NATHANIEL J. REED
STATE OF OKLAHOMA

Nathaniel J. Reed, P.L.S. 1744 — 6-27-2025
Nathaniel J. Reed — Date
Oklahoma P.L.S. #1744

BROKEN ARROW
Where opportunity lives

HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, Tulsa, Oklahoma 74146
(918) 234-4859 Office
(918) 893-5552 Fax
Certificate of Authorization No. 4656 Expires June 30, 2025

PARCEL: PERMANENT. ESMT.	PROJECT No.: 161027
DRAWING: PARCEL 40.0	DATE: MARCH 2025
	DRAWN: JLN
	SCALE: 1:100'
	CHECKED: NJR
REVISION: JUNE 2025	SHEET NO.: 1 OF 1

City of Broken Arrow

Request for Action

File #: 25-1174, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Acceptance of a Utility Easement from Christopher R Byrne, on property located one-quarter mile north of Kenosha Street (71st Street), one-quarter mile west of 9th Street (Lynn Lane Road), Tulsa County, State of Oklahoma, (Section 02, T18N, R14E), (EASE-002324-2025)

Background:

Christopher R. Byrne is dedicating a utility easement for purpose of constructing, operating, and replacing utility lines and appurtenances. The property has been platted as Lot 2, Block 1, Kenwood Acres.

The dedication of this 0.07-acre utility easement shown in the attached legal description and exhibit covers the area needed for public improvements required as a condition of the site plan.

Staff has reviewed the documents and recommends acceptance of the utility easement.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Utility Easement Dedication
Exhibit A & Exhibit B

Recommendation:

Accept the utility easement.

Utility Easement

KNOWN ALL MEN BY THESE PRESENTS:

That the undersigned, **Christopher R. Byrne** the owner(s), of the legal and of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar ($1.00), cash in hand paid, receipt of which is hereby acknowledged, do(es) hereby assign(s), grant(s) and convey(s) to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma to wit:

See attached exhibits A & B

Thereof 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 and 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.

PROVIDE, 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 purpose 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 10 day of July 2025.

Christopher R. Byrne

State of Oklahoma)
) ss.
County of Navata)

Before me, the undersigned, a Notary Public within and for said County and State, on this 10 day of July 2025, personally appeared Christopher R. Byrne to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person for the uses and purpose therein set forth.

IN THE WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires: 01-20-27

Notary Public

Approved as to Form:

Asst. City Attorney

Approved as to Substance:

City Manager

Engineer: JDD checked: 8-5-25

Project:

R. CARPENTER
MY COMM. EXPIRES 01/20/2027
NOTARY PUBLIC
COMM # 03000694
STATE OF OKLAHOMA

UTILITY EASEMENT

EXHIBIT "A"

A 10' wide tract of land being the South 10 feet of Lot Two (2), Block One (1) Kenwood Acres, A subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

Containing 3,000 square feet, or 0.07 acres, more or less.

See attached EXHIBIT "B"

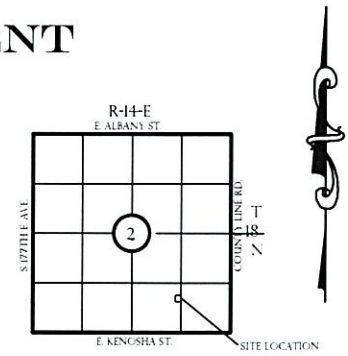
SURVEYOR'S CERTIFICATION:

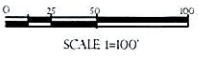
I, Salvador Titone, certify that the attached legal description is a closed polygon having a closure error 1:infinity and meets the minimum technical standards for land surveying of the state of Oklahoma.

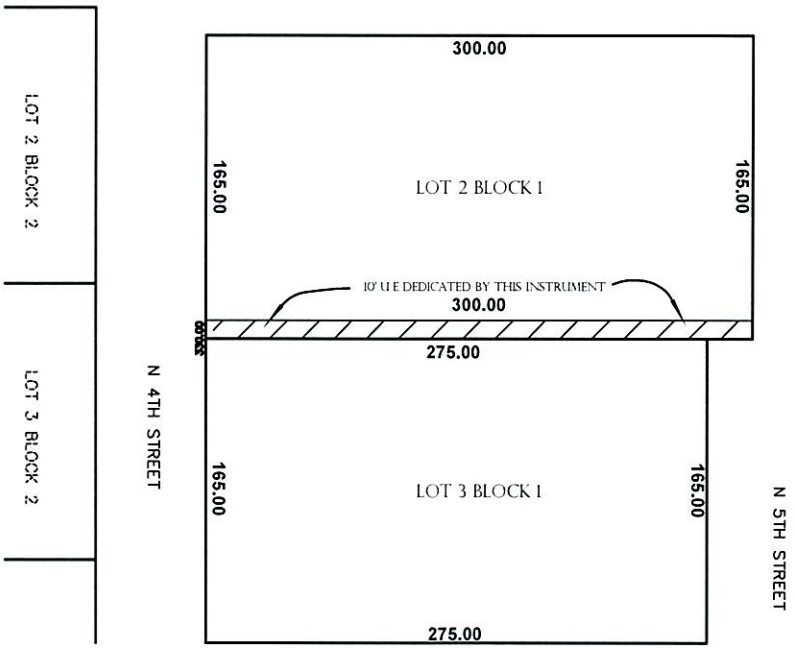
The legal description was revised by Salvador Titone PLS 1460 on 08/05/2025.



UTILITY EASEMENT
EXHIBIT "B"







UTILITY EASEMENT

THE SOUTH 10' OF LOT TWO (2), BLOCK ONE (1), KENWOOD ACRES, AN ADDITION IN TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

BAKER SURVEYING, LLC
4677 SOUTH 83RD EAST AVENUE
TULSA, OKLAHOMA 74145
OKLAHOMA CA #5816 EXPIRES 6/30/2026
WWW.BAKER-SURVEYING.COM
(918) 271-5793

SIGNED: 06/30/2025

LICENSED PROFESSIONAL LAND SURVEYOR
SALVADOR TITONE
1460
OKLAHOMA

DATE: June 30, 2025	
SCALE: 1"=30'	
DWG BY: GB	
CHECKED BY: ST	
MAPPING PROJECTION: OK-NORTH	
DRAWING #: 001	
JOB #:	
SHEET 1 OF 1	REVISION

BAKER SURVEYING, LLC
4677 SOUTH 83RD EAST AVE.
TULSA, OK 74145
CA #5816 EXPIRES 6/30/26

City of Broken Arrow

Request for Action

File #: 25-1175, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Acceptance of a Utility Easement from Evergreen Baptist Church by Jerry Voris, on property located on Florence Street (111st Street), three-quarter miles west of 113th East Avenue (Garnett Road), Tulsa County, State of Oklahoma, (Section 30, T18N, R14E), (EASE-002121-2025)

Background:

Evergreen Baptist Church by Jerry Voris, is dedicating a utility easement for purpose of constructing, maintaining, operating, and replacing utility lines and appurtenances. The property has been platted as Lot 1, Block 1, Evergreen Baptist Church Amended.

The dedication of this 0.11-acre utility easement shown in the attached legal description and exhibit covers the area needed for public improvements required as a condition of the site plan.

Staff has reviewed the documents and recommends acceptance of the utility easement.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Utility Easement Dedication
Exhibit A

Recommendation:

Accept the utility easement.

UTILITY EASEMENT
CORPORATE or PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, Evergreen Baptist Church by "Jerry Voris", its Executive Pastor/Operations, 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:

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 Wednesday day of March 20 25 12th

Evergreen Baptist Church

By Jerry Voris

State of Oklahoma)
) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this Wednesday day of March 20 25 12th, personally appeared Jerry Voris for Evergreen Baptist to me known to be the identical person(s) who executed the within and foregoing instrument as its (Executive Pastor/Operations) and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

A. JOYCE CARRINGTON
Notary Public - State of Oklahoma
Commission Number 23009665
My Commission Expires Jul 20, 2027

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires: July 20 2027

A. Joyce Carrington
Notary Public

Approved as to Form:

Asst. City Attorney

Approved as to Substance:

City Manager

Engineer: JDD checked: 8-7-25
Project:

LEGAL DESCRIPTION
10' WIDE UTILITY EASEMENT
EXHIBIT "A"

PARENT TRACT LEGAL DESCRIPTION - WD - BOOK 6411, PAGE 466

10' WIDE UTILITY EASEMENT LEGAL DESCRIPTION:

A TEN (10) FOOT WIDE TRACT OF LAND THAT IS PART OF RESERVE 'A' AND PART OF LOT ONE (1), BLOCK ONE (1), EVERGREEN BAPTIST CHURCH AMENDED, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, THE CENTERLINE OF SAID 10 FOOT WIDE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID RESERVE 'A';
THENCE NORTH 01°10'54" WEST ALONG THE WEST LINE THEREOF 860.61 FEET;
THENCE NORTH 88°49'06" EAST 19.10 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" EAST 422.23 FEET;
THENCE SOUTH 46°08'46" EAST 77.77 FEET TO THE POINT OF TERMINATION.

SAID TRACT OF LAND CONTAINS 5,000.0 SQ. FEET OR 0.11 ACRES.
BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) USING THE WEST LINE OF RESERVE 'A' AS NORTH 01°10'54" WEST.

SURVEYOR'S CERTIFICATION

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS A TRUE AND ACCURATE REPRESENTATION OF THE RECORD CONDITIONS AT THE TIME OF THE SURVEY. THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS INTENDED TO ILLUSTRATE THE PROPOSED 10' WIDE UTILITY EASEMENT AND FEATURES OF THE PROPERTY HAVE BEEN OMITTED FOR CLARITY. THAT THIS IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED. THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. DATE OF LAST SITE VISIT: JUNE 27, 2024.

WITNESS MY HAND AND SEAL THIS 27th DAY OF MARCH, 2025.

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET, JENKS, OK 74037
PH: 918-528-5121
FRITZLANDSURVEYING@GMAIL.COM
C.A. # 5848 EXPIRES: 6-30-2026
FLS 22043

ANDY FRITZ, PLS
OK LIC. 1694
CA #5848 EXP. 06.30.2026

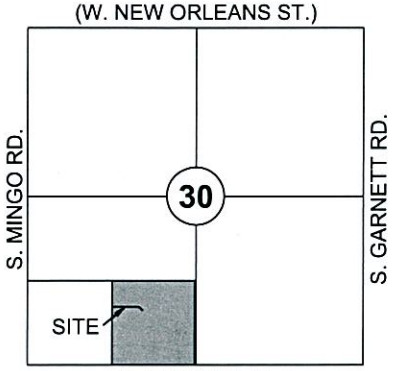
LICENSED PROFESSIONAL LAND SURVEYOR
ANDY
FRITZ
1694
OKLAHOMA

PLAT OF SURVEY
10' WIDE UTILITY EASEMENT
EXHIBIT "A"

PAGE 1 of 2

R 14 E

T 18 N



LOCATION MAP

SCALE: 1"=3000'

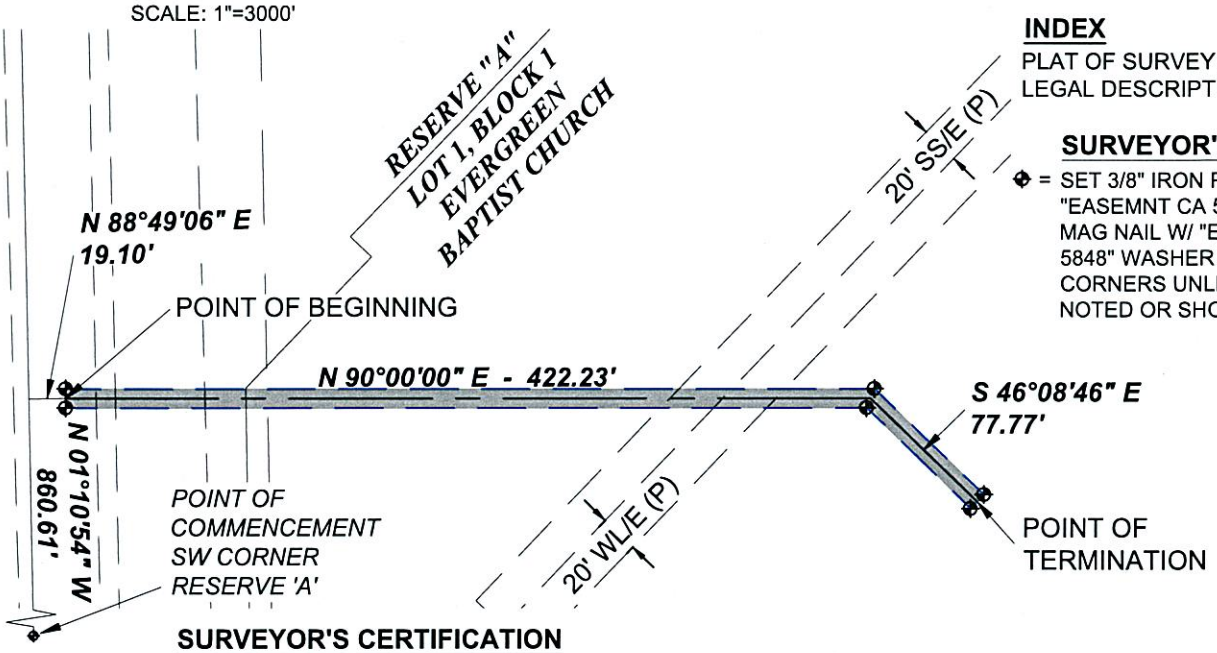
N

SCALE: 1" = 100'

0 50 100 200

LEGEND

(P) = PER PLAT
SS/E = SANITARY SEWER EASEMENT
WL/E = WATERLINE EASEMENT



INDEX

PLAT OF SURVEY..... SHEET 1
LEGAL DESCRIPTION....SHEET 2

SURVEYOR'S NOTES

◆ = SET 3/8" IRON PIN W/ PURPLE "EASEMNT CA 5848" CAP OR MAG NAIL W/ "EASEMNT CA 5848" WASHER AT ALL CORNERS UNLESS OTHERWISE NOTED OR SHOWN HEREON.

SURVEYOR'S CERTIFICATION

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS A TRUE AND ACCURATE REPRESENTATION OF THE RECORD CONDITIONS AT THE TIME OF THE SURVEY. THIS PLAT OF SURVEY IS INTENDED TO ILLUSTRATE THE PROPOSED 10' WIDE UTILITY EASEMENT AND FEATURES OF THE PROPERTY HAVE BEEN OMITTED FOR CLARITY. THAT THIS IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED. THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. DATE OF LAST SITE VISIT: JUNE 27, 2024.

WITNESS MY HAND AND SEAL THIS 27th DAY OF MARCH, 2025.



FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET, JENKS, OK 74037
PH: 918-528-5121
FRITZLANDSURVEYING@GMAIL.COM
C.A. # 5848 EXPIRES: 6-30-2026
FLS 22043

ANDY FRITZ, PLS
OK LIC. 1694
CA #5848 EXP. 06.30.2026

City of Broken Arrow

Request for Action

File #: 25-1176, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Acceptance of a Waterline Easement from Evergreen Baptist Church by Jerry Voris on property located on Florence Street (111th Street) and three-quarter miles west of 113th East Avenue (Garnett Road) (Section 30, T18N, R14E) (EASE-002127-2025)

Background:
Evergreen Baptist Church by Jerry Voris is dedicating a waterline easement to serve the Evergreen Baptist Church. A site plan for this development has been submitted and is currently under review by Staff.

Staff has reviewed the documents and recommends acceptance of the waterline easement dedication.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: Waterline Easement Dedication
Exhibit A

Recommendation:
Accept the waterline easement.

WATER LINE EASEMENT
CORPORATE or PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Evergreen Baptist Church by "Jerry Voris", its "Executive Pastor/Operations", the owner(s) of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor" for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, Oklahoma, a municipal corporation, "Grantee" and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant(s) and convey(s) unto the said City of Broken Arrow, County of Tulsa, State of Oklahoma, a perpetual easement, through, over, under and across the following described property, situated in said County, to wit:

for water lines and appurtenances exclusively, and for the purpose of permitting the Grantee to construct a water lines and appurtenances thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto; except that other utilities may utilize said easement for the purpose of lateral crossings only. The Grantee, its officers, agents, employees, and/or all persons under contract with it, may use and maintain same and shall have the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said water line and appurtenances, and for the purpose of enabling the Grantee to do any and all convenient things incident to such constructing, operating, repairing, and maintaining of such water line and appurtenances.

The Grantee is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and Grantor(s), for them and their heirs, administrators, successors and assigns, covenant(s) and agree(s) that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated by the Grantor(s) or any person in privy with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from Grantee, otherwise Grantor(s), their heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

To have and to hold the above described easement and right unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this Wednesday day of 12th March 20 25.

Evergreen Baptist Church

By Jerry Voris

State of Oklahoma)
) ss.
County of Tulsa)

Jerry Voris

Before me, the undersigned, a Notary Public within and for said County and State, on this Wednesday day of 12th March 20 25, personally appeared Jerry Voris for Evergreen Baptist to me known to be the identical person(s) who executed the within and foregoing instrument as its (Executive Pastor/Operations) and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

A. JOYCE CARRINGTON
Notary Public - State of Oklahoma
Commission Number 23009665
My Commission Expires Jul 20, 2027

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires: 07/20/2027

A. Joyce Carrington
Notary Public

Approved as to Form:

Asst. City Attorney

Approved as to Substance:

City Manager

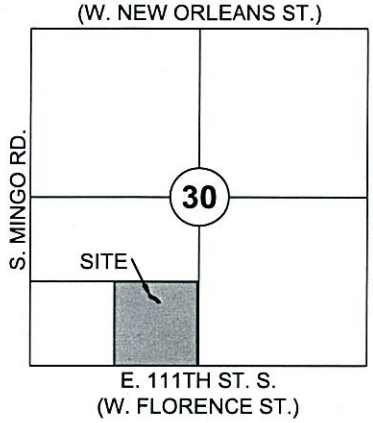
Engineer: JP checked: 8-7-25
Project:

PLAT OF SURVEY
20' WIDE WATERLINE EASEMENT
EXHIBIT "A"

PAGE 1 of 2

R 14 E

T 18 N

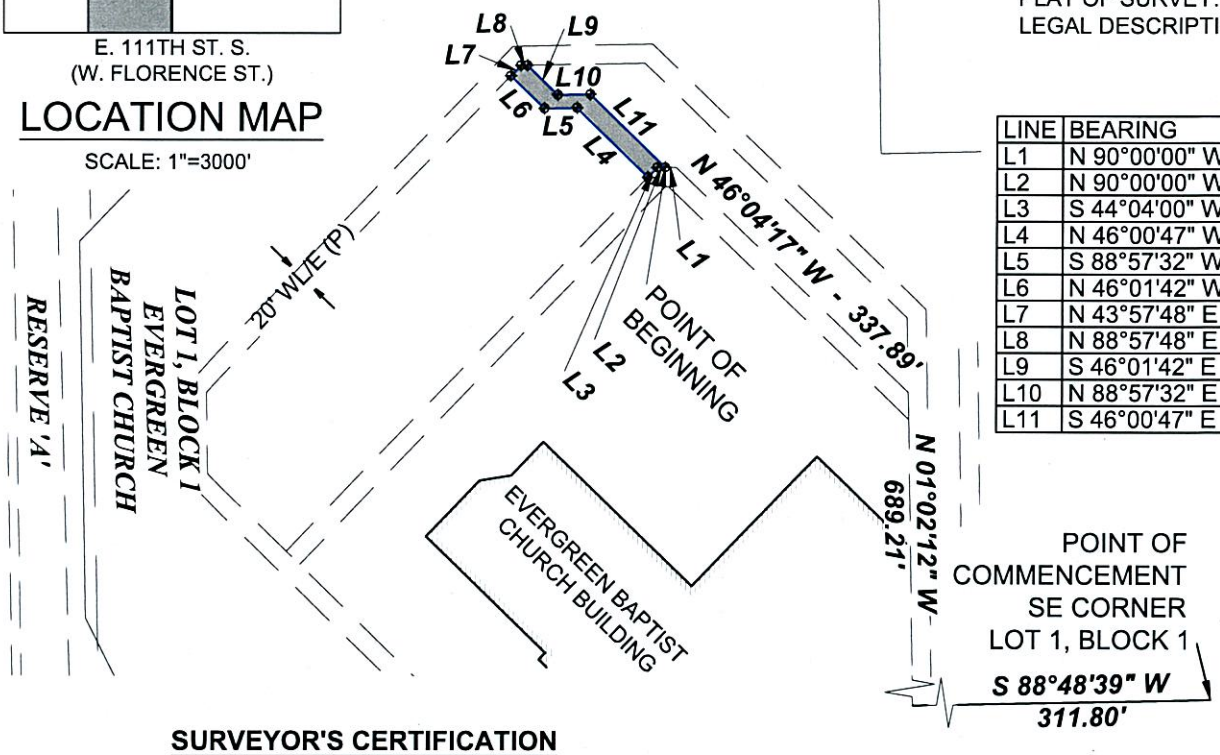


LOCATION MAP

SCALE: 1"=3000'

SCALE: 1" = 200'

0 100 200 400



LINE	BEARING	DISTANCE
L1	N 90°00'00" W	11.24'
L2	N 90°00'00" W	8.25'
L3	S 44°04'00" W	14.27'
L4	N 46°00'47" W	103.82'
L5	S 88°57'32" W	33.89'
L6	N 46°01'42" W	48.98'
L7	N 43°57'48" E	15.15'
L8	N 88°57'48" E	6.86'
L9	S 46°01'42" E	44.33'
L10	N 88°57'32" E	33.89'
L11	S 46°00'47" E	109.59'

SURVEYOR'S NOTES

◆ = SET 3/8" IRON PIN W/ PURPLE "EASEMNT CA 5848" CAP OR MAG NAIL W/ "EASEMNT CA 5848" WASHER AT ALL CORNERS UNLESS OTHERWISE NOTED OR SHOWN HEREON.

INDEX

PLAT OF SURVEY..... SHEET 1
LEGAL DESCRIPTION....SHEET 2

SURVEYOR'S CERTIFICATION

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS A TRUE AND ACCURATE REPRESENTATION OF THE RECORD CONDITIONS AT THE TIME OF THE SURVEY. THIS PLAT OF SURVEY IS INTENDED TO ILLUSTRATE THE PROPOSED 20' WIDE WATERLINE EASEMENT AND FEATURES OF THE PROPERTY HAVE BEEN OMITTED FOR CLARITY. THAT THIS IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED. THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. DATE OF LAST SITE VISIT: JUNE 27, 2024.

LEGEND

(P) = PER PLAT
WL/E = WATERLINE EASEMENT

WITNESS MY HAND AND SEAL THIS 27th DAY OF MARCH, 2025.

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET, JENKS, OK 74037
PH: 918-528-5121
FRITZLANDSURVEYING@GMAIL.COM
C.A. # 5848 EXPIRES: 6-30-2026
FLS 22043

ANDY FRITZ, PLS
OK LIC. 1694
CA #5848 EXP. 06.30.2026

LICENSED PROFESSIONAL LAND SURVEYOR
ANDY
FRITZ
1694
OKLAHOMA

PAGE 1 OF 2

LEGAL DESCRIPTION
20' WIDE WATERLINE EASEMENT
EXHIBIT "A"

PARENT TRACT LEGAL DESCRIPTION - WD - BOOK 6411, PAGE 466

20' WIDE WATERLINE EASEMENT LEGAL DESCRIPTION:

A TWENTY (20) FOOT WIDE TRACT OF LAND THAT IS PART OF LOT ONE (1), BLOCK ONE (1), EVERGREEN BAPTIST CHURCH AMENDED, 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 SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1;
THENCE SOUTH 88°48'39" WEST ALONG THE SOUTH LINE THEREOF 311.80 FEET;
THENCE NORTH 01°02'12" WEST AND ALONG THE WEST LINE OF A TWENTY (20) FOOT WIDE PLATTED WATERLINE EASEMENT 689.21 FEET;
THENCE NORTH 46°04'17" WEST AND DEPARTING SAID PLATTED EASEMENT 337.89 FEET;
THENCE NORTH 90°00'00" WEST 11.24 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 90°00'00" WEST 8.25 FEET;
THENCE SOUTH 44°04'00" WEST 14.27 FEET;
THENCE NORTH 46°00'47" WEST 103.82 FEET;
THENCE SOUTH 88°57'32" WEST 33.89 FEET;
THENCE NORTH 46°01'42" WEST 48.98 FEET TO THE EAST LINE OF A TWENTY (20) FOOT WIDE PLATTED WATERLINE EASEMENT;
THENCE NORTH 43°57'48" EAST ALONG SAID EAST LINE 15.15 FEET;
THENCE NORTH 88°57'48" EAST 6.86 FEET;
THENCE SOUTH 46°01'42" EAST AND DEPARTING SAID PLATTED EASEMENT 44.33 FEET;
THENCE NORTH 88°57'32" EAST 33.89 FEET;
THENCE SOUTH 46°00'47" EAST 109.59 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 3,536.1 SQ. FEET OR 0.08 ACRES.
BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) USING THE SOUTH LINE OF LOT 1, BLOCK 1 AS SOUTH 88°48'39" WEST.

SURVEYOR'S CERTIFICATION

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS A TRUE AND ACCURATE REPRESENTATION OF THE RECORD CONDITIONS AT THE TIME OF THE SURVEY. THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS INTENDED TO ILLUSTRATE THE PROPOSED 20' WIDE WATERLINE EASEMENT AND FEATURES OF THE PROPERTY HAVE BEEN OMITTED FOR CLARITY. THAT THIS IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED. THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. DATE OF LAST SITE VISIT: JUNE 27, 2024.

WITNESS MY HAND AND SEAL THIS 27th DAY OF MARCH, 2025.

FRITZ LAND SURVEYING, LLC
524 EAST MAIN STREET, JENKS, OK 74037
PH: 918-528-5121
FRITZLANDSURVEYING@GMAIL.COM
C.A. # 5848 EXPIRES: 6-30-2026
FLS 22043

ANDY FRITZ, PLS
OK LIC. 1694
CA #5848 EXP. 06.30.2026

LICENSED PROFESSIONAL LAND SURVEYOR
ANDY
FRITZ
1694
OKLAHOMA

City of Broken Arrow

Request for Action

File #: 25-1177, **Version:** 1

Broken Arrow City Council
Meeting of: 08/19/2025

Title:
Ratification of the Claims List Check Register Dated August 12, 2025

Background:
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from July 26, 2025 through August 25, 2025 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of $3,670,717.29 for the various funds.

Governmental Funds	$2,175,723.84
BAMA	$1,421,438.10
BAEDA	$ 73,555.35
Total	$3,670,717.29

A summary by funds and detail are attached.

Cost: $2,175,723.84

Funding Source: General Fund and Miscellaneous Funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated August 12, 2025

Recommendation:..recommend
Ratify Claims List Check Register dated 08/12/2025

City of Broken Arrow
Check Register by Fund

RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	441,977.24	720
220	BA MUNICIPAL AUTHORITY	1,420,938.10	944
221	BAMA SALES TAX DEBT SERVICE	500.00	1
227	CVB-HOTEL MOTEL	9,006.41	37
330	SALES TAX CAPITAL IMPROVEMENT	411,400.18	7
332	PARK & REC CAP IMPROV	28,900.00	1
334	STREET AND ALLEY	3,258.00	1
342	STREET LIGHT FUND	4,369.95	11
343	STREET SALES TAX FUND	552,517.80	19
344	PS SALES TAX POLICE	218,946.20	366
345	PS SALES TAX FIRE	87,369.05	228
592	2014 BOND ISSUE	51,862.06	1
593	2018 BOND ISSUE	162,153.97	17
660	WORKERS COMPENSATIONS	14,014.23	5
661	GROUP HEALTH AND LIFE	187,515.62	18
882	AGENCY FUND DEPOSITS	1,604.62	8
887	ECONOMIC DEVELOP AUTHORTY	73,555.35	2
888	CREEK 51 TIF APPORTIONMENT	828.51	1
Total		3,670,717.29	2,387

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/31/2025	331099	4397	MDEAN CONCEPTS LLC	34	INV#34 06/20/2025 4TH OF JULY BLOCK	1101400 |540280|	2514040	2025/12	15,000.00
						Total For Check # 331099			**15,000.00**
07/31/2025	331101	856	AMERICAN FIDELITY	168189	Payroll Run 1 - Warrant 250718	110 |218420|		2026/1	98.34
				168189	Payroll Run 1 - Warrant 250718	110 |218430|		2026/1	24.26
						Total For Check # 331101			**122.60**
07/31/2025	331102	4904	AMERITAS LIFE INSURANCE	166996	Payroll Run 1 - Warrant 250703	110 |218240|		2026/1	1,470.22
						Total For Check # 331102			**1,470.22**
07/31/2025	331103			168195	Payroll Run 1 - Warrant 250718	110 |218240|		2026/1	1,483.04
						Total For Check # 331103			**1,483.04**
07/31/2025	331106	4633	COLONIAL LIFE & ACCIDENT	166995	Payroll Run 1 - Warrant 250703	110 |218590|		2026/1	737.92
				168194	Payroll Run 1 - Warrant 250718	110 |218590|		2026/1	737.91
						Total For Check # 331106			**1,475.83**
07/31/2025	331107	1319	COMMUNITY CARE EAP	168191	Payroll Run 1 - Warrant 250718	110 |218560|		2026/1	265.97
						Total For Check # 331107			**265.97**
07/31/2025	331108	1550	GENESIS HEALTH CLUBS	168192	Payroll Run 1 - Warrant 250718	110 |218150|		2026/1	565.90
						Total For Check # 331108			**565.90**
07/31/2025	331113	159	PRE-PAID LEGAL SERVICES,	168188	Payroll Run 1 - Warrant 250718	110 |218100|		2026/1	487.24
						Total For Check # 331113			**487.24**
07/31/2025	331114	4905	METROPOLITAN LIFE	166997	Payroll Run 1 - Warrant 250703	110 |218340|		2026/1	1,605.26
				166997	Payroll Run 1 - Warrant 250703	110 |218480|		2026/1	1,709.97
				166997	Payroll Run 1 - Warrant 250703	110 |218590|		2026/1	507.98
				168196	Payroll Run 1 - Warrant 250718	110 |218340|		2026/1	1,642.24
				168196	Payroll Run 1 - Warrant 250718	110 |218480|		2026/1	1,736.55
				168196	Payroll Run 1 - Warrant 250718	110 |218590|		2026/1	523.04
						Total For Check # 331114			**7,725.04**
07/31/2025	331115	104	OKLAHOMA MUNICIPAL	200007207	2025 OML ANNUAL CONF	1101700 |530110|		2026/1	1,910.00
						Total For Check # 331115			**1,910.00**
07/31/2025	331116	999900	OTP - AR REFUNDS	15809	EMS REFUND-PATRICK HESS	11020 |442040|		2026/1	167.45

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						Total For Check # 331116			**167.45**
07/31/2025	331117			11310	EMS REFUND	11020 |442040|		2026/1	240.00
						Total For Check # 331117			**240.00**
07/31/2025	331118			REC-032078-2025		110 |421040|		2026/1	500.00
				REC-032078-2025		110 |422010|		2026/1	100.00
						Total For Check # 331118			**600.00**
07/31/2025	331119			16685	EMS REFUND- DONYA SLAATTEN	11020 |442040|		2026/1	1,372.00
						Total For Check # 331119			**1,372.00**
07/31/2025	331120			REC-032199-2025		110 |422010|		2026/1	30.00
						Total For Check # 331120			**30.00**
07/31/2025	331121			T&A 09142025	CAPRA REIMB FOR 2025 NRPA	1106002 |550030|		2026/1	743.93
						Total For Check # 331121			**743.93**
07/31/2025	331123			14255	EMS REFUND	11020 |442040|		2026/1	50.00
						Total For Check # 331123			**50.00**
07/31/2025	331124	999907	OTP - COURT REFUNDS	0000681	E0043931-1	110 |451020|		2026/1	20.00
						Total For Check # 331124			**20.00**
07/31/2025	331128	999905	OTP - TORT CLAIMS	TRT1693.2025	PROPERTY DAMAGE ARISING FROM	1101700 |550090|		2026/1	1,200.00
						Total For Check # 331128			**1,200.00**
07/31/2025	331129			TRT1690.2025	DAMAGES SUSTAINED FROM A MVA	1101700 |550090|		2026/1	1,607.64
						Total For Check # 331129			**1,607.64**
07/31/2025	331130			TRT1686.2025	DAMAGES SUSTAINED FOR A MVA WITH	1101700 |550090|		2026/1	7,320.00
						Total For Check # 331130			**7,320.00**
07/31/2025	331162	2876	ROBERT HENKEL	PDR 08152025	APWA PUBLIC WORKS EXPO PER DIEM	1101400 |550030|		2026/1	312.80
						Total For Check # 331162			**312.80**
07/31/2025	331165	1987	SURENCY LIFE & HEALTH INS.	168193	Payroll Run 1 - Warrant 250718	110 |218460|		2026/1	201.50
						Total For Check # 331165			**201.50**

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07/31/2025	331166	364	TULSA COUNTY BAR	FPHKKKLF	2025-2026 MEMBERSHIP DUES FOR	1101010 |530850|		2026/1	160.00
				FPTPXMRR	2025-2026 MEMBERSHIP DUES FOR	1101010 |530850|		2026/1	160.00
				FPKGPTTD	2025-2026 MEMBERSHIP DUES FOR	1101010 |530850|		2026/1	145.00
				FTQLHNPG	2025-2026 MEMBERSHIP DUES FOR	1101010 |530850|		2026/1	150.00
				MTFVGTKX	2025-2026 MEMBERSHIP DUES FOR	1101010 |530850|		2026/1	135.00
				MTFHPNPH	2025-2026 MEMBERSHIP DUES FOR	1101010 |530850|		2026/1	135.00
						Total For Check # 331166			**885.00**
07/31/2025	331172	11	ANCHOR STONE CO	251506309	BACKUP BID BLANKET PO FOR	1105300 |560230|		2025/12	1,725.38
						Total For Check # 331172			**1,725.38**
07/31/2025	331185	115	INCOG	227016 A	227016 A	1101400 |530870|		2025/12	1,748.75
						Total For Check # 331185			**1,748.75**
07/31/2025	331188	131	LOCKE SUPPLY COMPANY	55761591-00	BLANKET PO FOR PLUMBING &	1106000 |560230|		2025/12	32.46
						Total For Check # 331188			**32.46**
07/31/2025	331189	777	MTTA	0000000000086280	INV# 000000000008680 06/30/2025	1101700 |540280|		2025/12	28,482.34
						Total For Check # 331189			**28,482.34**
07/31/2025	331190	25	NAPA AUTO PARTS	17146	25080944HD	1105300 |560200|		2025/12	59.52
				17147	75135	1105300 |560210|		2025/12	91.30
				17150	230266	1101415 |560200|		2025/12	10.91
				17150	7502	1101415 |560200|		2025/12	4.25
				17150	9883	1101415 |560200|		2025/12	12.73
				17150	5W30BULK	1101415 |560210|		2025/12	30.48
				17150	RTU1EXT	1101415 |560210|		2025/12	8.61
				17151	2413	1105300 |560230|		2025/12	5.78
				17154	4025J	1106000 |560210|		2025/12	12.24
				17155	502	1101415 |560200|		2025/12	43.34
				17156	200386	1106000 |560200|		2025/12	22.68
				17156	1356	1106000 |560200|		2025/12	4.25
				17156	95897	1106000 |560200|		2025/12	7.92
				17156	10716	1106000 |560210|		2025/12	24.36
				17157	75500	1106000 |560210|		2025/12	9.82
				17157	10716	1106000 |560210|		2025/12	-24.36
				17164	6552679	1106000 |560200|		2025/12	-81.37

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				17166	94205179	1106000 |560200|		2025/12	89.40
				17167	522604	1106000 |560200|		2025/12	202.17
				17171	1394	1106000 |560200|		2025/12	4.25
				17171	70831031	1106000 |560200|		2025/12	15.29
				17171	75110	1106000 |560210|		2025/12	7.44
						Total For Check # 331190			**561.01**
07/31/2025	331193	1638	PONDS RX OK, INC	55913	55913 JUNE 1, 2024	1106003 |540280|		2024/12	1,387.00
						Total For Check # 331193			**1,387.00**
07/31/2025	331196	834	SOFTWARE HOUSE	B19681669	SHI Azure Sentinel March	1101200 |540550|		2025/12	1,204.03
				B19795940	SHI Azure Sentinel April	1101200 |540550|		2025/12	1,125.11
						Total For Check # 331196			**2,329.14**
07/31/2025	331199	268	SOUTHERN TIRE MART	3500268271	UNIT #2044	1105300 |540200|		2025/12	360.00
						Total For Check # 331199			**360.00**
07/31/2025	331201	255	TULSA COUNTY CLERK	166	166 07/01/2025	1101700 |550860|		2025/12	582.00
				146	146 06/02/2025	1101700 |550860|		2025/12	360.00
						Total For Check # 331201			**942.00**
07/31/2025	331202	2390	TULSA TECHNOLOGY CENTER	5E8C6A29	5E8C6A29 ELDT CLASS TODD	1105310 |530110|		2025/12	200.00
						Total For Check # 331202			**200.00**
07/31/2025	331203	949	TULSA WINNELSON COMPANY	623904 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2025/12	30.26
				623290 01	BLANKET PO MISC. PLUMBING	1106000 |560230|		2025/12	18.27
						Total For Check # 331203			**48.53**
07/31/2025	331204	2693	TURF/LAND EQUIPMENT LLC	110946	Unit # 1852-Jeff Bohner	1106005 |540290|		2025/12	368.78
						Total For Check # 331204			**368.78**
07/31/2025	331205	4365	UNICARE BUILDING	COBA2506001	CITY COUNCIL APPROVED 06/17/24	1105300 |540070|		2025/12	1,238.96
				COBA2506001	CITY COUNCIL APPROVED 06/17/24	1101700 |540280|		2025/12	2,150.40
				COBA2506001	CITY COUNCIL APPROVED 06/17/24	1106002 |540280|		2025/12	1,632.61
						Total For Check # 331205			**5,021.97**
07/31/2025	331208	3950	ES OPCO USA LLC	CINV105186750	FLUSHING SOLUTION	1105300 |560230|		2025/12	1,582.80
						Total For Check # 331208			**1,582.80**

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07/31/2025	331210	1095	WINDSTREAM HOLDINGS II LLC	100738909 06042025	FY25 ANNUAL AGREEMENT	1106002 |550220|		2025/12	156.76
				100738909 06042025	FY25 ANNUAL AGREEMENT	1106004 |550220|		2025/12	346.07
				100738910 06042025	FY25 ANNUAL AGREEMENT	1106005 |550220|		2025/12	171.73
						Total For Check # 331210			**674.56**
07/31/2025	331213	149	AMERICAN ELECTRIC	041-990-0-6 07172025	950-041-990-0-6 JULY 17, 2025 1811 S	1106001 |550250|		2026/1	1,398.38
				624-103-0-9 071625	954-624-103-0-9 JULY 16, 2025	1106001 |550250|		2026/1	3,121.56
				260-576-0-1 07172025	953-260-576-0-1 JULY 17, 2025 219 E	1106005 |550250|		2026/1	69.08
				784-327-0-0 07152025	955-784-327-0-0 JULY 15, 2025 9101 E	1105310 |550250|		2026/1	83.29
				343-742-0-7 07182025	FY26 ANNUAL AGREEMENT - SINGLES	1101700 |550250|		2026/1	55.39
						Total For Check # 331213			**4,727.70**
07/31/2025	331215	4935	AMAZON.COM SALES INC	11HR-3LJC-4NG4	Office Supplies	1101102 |560030|		2026/1	61.97
				1TCP-LN13-4VPW	BlueZoo Solar pass- through battery	1101200 |560230|		2026/1	148.00
				1HKK-G9J6-PPJ4	Recreation Supplies	1106002 |560330|		2026/1	55.98
				1T16-GTK7-P44Q	Office Supplies/Materials	1101400 |560030|		2026/1	17.37
				1JQV-D9GL-HT79	Office Supplies/Materials	1101400 |550890|		2026/1	47.90
				1JQV-D9GL-HT79	Office Supplies/Materials	1101400 |560030|		2026/1	17.37
				1TL9-HHVK-9YRK	Office Supplies and materials	1101400 |560030|		2026/1	19.99
				1TL9-HHVK-9YRK	Office Supplies and materials	1101415 |560230|		2026/1	62.34
				14WH-QGXR-RRRH	ITEM: Cable Matters Mini DisplayPort to	1101200 |560230|		2026/1	87.92
				17F9-414X-7R3L	ITEM: APC Back-UPS 450VA BE450G	1101200 |560230|		2026/1	36.90
				1P9Q-TJP7-W7GW	Mailbox	1105300 |560230|		2026/1	75.42
						Total For Check # 331215			**631.16**
07/31/2025	331217	1007	AMERICAN SERVICES INC.	2760	MOWING CONTRACT FOR EIGHT PARKS	1106000 |540280|		2026/1	1,073.05
				2721	MOWING CONTRACT FOR EIGHT PARKS	1106000 |540280|		2026/1	1,073.05
						Total For Check # 331217			**2,146.10**
07/31/2025	331219	4846	APAC-CENTRAL, INC.	7002282636	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/1	340.40
				7002289483	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/1	1,510.66
				7002282654	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/1	262.16
						Total For Check # 331219			**2,113.22**
07/31/2025	331222	885	ATWOOD DISTRIBUTING LP	3570	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/1	14.57
						Total For Check # 331222			**14.57**

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07/31/2025	331223	507	BEN E KEITH-OKLAHOMA	67074554	BLANKET PO FOR FOOD CONCESSIONS	1106002 |560670|		2026/1	973.07
				67074538	BLANKET PO FOR FOOD CONCESSIONS	1106002 |560670|		2026/1	448.94
						Total For Check #	**331223**		**1,422.01**
07/31/2025	331225	5293	BLUEZOO, INC	1330	BlueZoo FLOW Software	1101200 |540550|		2026/1	648.00
						Total For Check #	**331225**		**648.00**
07/31/2025	331227	2910	BROKEN ARROW CHAMBER OF	78445	LEADERSHIP BA: RACHEL FIELDS	1101010 |530110|		2026/1	1,000.00
				78445	LEADERSHIP BA: MAKALA NEELEY	1101400 |530110|		2026/1	1,000.00
				78445	LEADERSHIP BA: KIMBER PITTMAN	1101200 |530110|		2026/1	1,000.00
						Total For Check #	**331227**		**3,000.00**
07/31/2025	331228	19	BROKEN ARROW ELECTRIC	S3374130.001	BLANKET PO FOR MISC ELECTRICAL	1105300 |560180|		2026/1	22.39
				S3374128.001	BLANKET PO FOR MISC ELECTRICAL	1105300 |560180|		2026/1	174.29
						Total For Check #	**331228**		**196.68**
07/31/2025	331229	20	BROKEN ARROW LAWN &	122459	BLANKET PO FOR MISC	1106000 |560310|		2026/1	14.68
						Total For Check #	**331229**		**14.68**
07/31/2025	331234	4634	CHARLES CLAYTON USSERY	7/26/2025	RDFM ENTERAINMENT 07/26/2025	1101400 |540280|		2026/1	400.00
						Total For Check #	**331234**		**400.00**
07/31/2025	331236	37	CINTAS CORPORATION	9327467814	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/1	99.00
				9327515877	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/1	297.00
				9327515885	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/1	99.00
				9327502293	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/1	297.00
				9327502311	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/1	396.00
				9327504055	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/1	99.00
				9327504101	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/1	99.00
				9327512541	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/1	99.00
				9327512552	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/1	99.00
				9327504118	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/1	198.00
				9327498363	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/1	198.00
				9327498378	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/1	99.00
				9327399349	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/1	99.00
				9327457669	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/1	99.00
				9327417643	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/1	99.00
				5283103601	BLANKET PO FOR ALL DEPARTMENT	1106005 |560230|		2026/1	7.53

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						Total For Check # 331236			**2,383.53**
07/31/2025	331237	996	CITY OF BROKEN ARROW	168190	Payroll Run 1 - Warrant 250718	110 |218180|		2026/1	846.64
				168190	Payroll Run 1 - Warrant 250718	110 |218360|		2026/1	7,588.70
						Total For Check # 331237			**8,435.34**
07/31/2025	331239	1391	CLEAN THE UNIFORM CO	52144856	52144856 JULY 16, 2025	1101700 |540330|		2026/1	5.10
				52144213	52144213 JULY 11, 2025	1106000 |540310|		2026/1	106.78
				52144213	52144213 JULY 11, 2025	1106000 |540330|		2026/1	0.34
				52143743	52143743 JULY 9, 2025	1106000 |540310|		2026/1	30.95
				52143743	52143743 JULY 9, 2025	1106003 |540310|		2026/1	51.78
				52145318	52145318 JULY 18, 2025	1106002 |540330|		2026/1	33.17
				52145317	52145317 JULY 18,2025	1106000 |540310|		2026/1	106.78
				52145317	52145317 JULY 18,2025	1106000 |540330|		2026/1	0.34
				52144859	52144859 JULY 16, 2025	1106000 |540310|		2026/1	33.04
				52144859	52144859 JULY 16, 2025	1106000 |540310|		2026/1	51.42
				52144855	CLEAN FOR ALL DEPARTMENTS	1106005 |540310|		2026/1	10.15
				52144855	CLEAN FOR ALL DEPARTMENTS	1101700 |540330|		2026/1	9.79
				52145950	52145950	1106005 |540330|		2026/1	1.32
				52144209	52144209	1101415 |540310|		2026/1	53.20
				52145312	52145312	1101415 |540310|		2026/1	50.67
						Total For Check # 331239			**544.83**
07/31/2025	331244	4794	DAIOHS FIRST CHOICE	TU-536425	COFFEE FOR BREAKROOM	1101400 |560230|		2026/1	120.46
				TU-536425	COFFEE FOR BREAKROOM	1101501 |560230|		2026/1	39.30
						Total For Check # 331244			**159.76**
07/31/2025	331248	5087	ELLIOT TAYLOR OUTDOOR	226072	REMOVAL OF BRANCHES FROM TREE	1106003 |540280|		2026/1	1,750.00
						Total For Check # 331248			**1,750.00**
07/31/2025	331255	5026	DALE GRAHAM	000218	REPAIUR UNIT AT ARTS 302	1106004 |540070|		2026/1	350.00
				000225	000225 07/21/2025	1106000 |540070|		2026/1	510.00
						Total For Check # 331255			**860.00**
07/31/2025	331265	1582	IMPERIAL LLC	2870:8502208	COFFEE CREAMER FOR CITY HALL	1101700 |550890|		2026/1	28.98
						Total For Check # 331265			**28.98**
07/31/2025	331267	4736	DUSTIN MANLY	10000729	ARTS 302 CHECK FOR LEAK	1106004 |540070|		2026/1	150.00

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					Total For Check # 331267			**150.00**
07/31/2025	331269	1647 JOHNSTON SEED CO.	2545731SO	MONARCH EASTERN WILDFLOWER	1106002 |560330|		2026/1	58.04
					Total For Check # 331269			**58.04**
07/31/2025	331270	3951 KEEPER SECURITY INC	INV429361	Keeper Security SW	1101200 |540550|		2026/1	1,925.00
					Total For Check # 331270			**1,925.00**
07/31/2025	331271	5131 KEVIN BEHE	13935	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.58
			13935	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	3.18
			13935	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	1.53
			13935	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	2.67
			13935	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	3.05
			13935	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.76
			13941	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.35
			13941	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.99
			13941	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.95
			13941	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.67
			13941	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.91
			13941	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.48
			13905	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.35
			13905	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.99
			13905	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.95
			13905	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.67
			13905	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.91
			13905	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.48
			13903	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.29
			13903	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.59
			13903	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.76
			13903	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.34
			13903	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.53
			13903	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.38
			13944	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.35
			13944	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.99
			13944	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.95
			13944	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.67
			13944	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.91
			13944	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.48

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			13906	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.29
			13906	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.59
			13906	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.76
			13906	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.34
			13906	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.53
			13906	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.38
			13942	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.46
			13942	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	2.58
			13942	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	1.24
			13942	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	2.17
			13942	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	2.48
			13942	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.62
			13902	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.29
			13902	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.59
			13902	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.76
			13902	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.34
			13902	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.53
			13902	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.38
			13952	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.35
			13952	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.99
			13952	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.95
			13952	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.67
			13952	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.91
			13952	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.48
			13938	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.22
			13938	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.19
			13938	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.57
			13938	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.00
			13938	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.14
			13938	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.29
			13945	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.35
			13945	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.99
			13945	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.95
			13945	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.67
			13945	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.91
			13945	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.48
			13937	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.35
			13937	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.99

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			13937	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.95
			13937	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.67
			13937	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.91
			13937	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.48
			13900	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.35
			13900	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.99
			13900	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.95
			13900	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.67
			13900	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.91
			13900	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.48
			13939	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.35
			13939	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.99
			13939	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.95
			13939	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.67
			13939	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.91
			13939	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.48
			13907	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.29
			13907	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.59
			13907	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.76
			13907	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.34
			13907	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.53
			13907	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.38
			13901	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.29
			13901	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.59
			13901	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.76
			13901	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.34
			13901	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.53
			13901	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.38
			13946	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.35
			13946	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.99
			13946	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.95
			13946	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.67
			13946	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.91
			13946	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.48
			13928	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.29
			13928	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.59
			13928	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.76
			13928	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.34

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			13928	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.53
			13928	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.38
			13947	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.35
			13947	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.99
			13947	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.95
			13947	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.67
			13947	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.91
			13947	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.48
			13940	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.29
			13940	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.59
			13940	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.76
			13940	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.34
			13940	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.53
			13940	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.38
			13927	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.29
			13927	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.59
			13927	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.76
			13927	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.34
			13927	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.53
			13927	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.38
			13958	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.35
			13958	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.99
			13958	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.95
			13958	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.67
			13958	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.91
			13958	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.48
			13966	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.22
			13966	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.19
			13966	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.57
			13966	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.00
			13966	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.14
			13966	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.29
			13961	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.29
			13961	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.59
			13961	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.76
			13961	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.34
			13961	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.53
			13961	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.38

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			13967	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.35
			13967	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.99
			13967	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.95
			13967	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.67
			13967	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.91
			13967	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.48
			13962	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.29
			13962	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.59
			13962	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.76
			13962	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.34
			13962	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.53
			13962	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.38
			13968	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.35
			13968	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.99
			13968	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.95
			13968	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.67
			13968	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.91
			13968	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.48
			13963	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.29
			13963	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.59
			13963	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.76
			13963	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.34
			13963	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.53
			13963	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.38
			13964	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.43
			13964	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	2.38
			13964	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	1.14
			13964	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	2.00
			13964	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	2.29
			13964	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.57
			13965	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.46
			13965	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	2.58
			13965	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	1.24
			13965	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	2.17
			13965	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	2.48
			13965	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.62
			13936	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.29
			13936	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.59

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				13936	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.76
				13936	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.34
				13936	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.53
				13936	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.38
				13943	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.47
				13943	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	2.58
				13943	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	1.24
				13943	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	2.17
				13943	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	2.48
				13943	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.62
				13926	CITY COUNCIL 07/14/25	1101200 |540070|		2026/1	0.35
				13926	CITY COUNCIL 07/14/25	1101700 |540070|		2026/1	1.99
				13926	CITY COUNCIL 07/14/25	1105300 |540070|		2026/1	0.95
				13926	CITY COUNCIL 07/14/25	1106000 |540070|		2026/1	1.67
				13926	CITY COUNCIL 07/14/25	1106002 |540070|		2026/1	1.91
				13926	CITY COUNCIL 07/14/25	1106005 |540070|		2026/1	0.48
						Total For Check #	**331271**		**231.64**
07/31/2025	331274	125	KIRBY-SMITH MACHINERY INC	W4598002	P&L TO FIX CONVEYER BELT UNIT#	1105300 |540200|		2026/1	11,864.76
						Total For Check #	**331274**		**11,864.76**
07/31/2025	331275	499	LESLIES POOL SUPPLIES INC	00727-02-091016	Blanket PO for Parks	1106002 |560340|		2026/1	181.97
				00727-02-090859	Blanket PO for Parks	1106002 |560340|		2026/1	66.39
						Total For Check #	**331275**		**248.36**
07/31/2025	331276	152	LIBERTY FLAGS	118267	NEW FLAG STAND FOR COUNCIL	1101700 |560240|		2026/1	450.00
						Total For Check #	**331276**		**450.00**
07/31/2025	331278	614	LIGHTING INC/BROKEN ARROW	S3374491.001	BLANKET PO FOR MISC. LIGHTING	1106004 |560180|		2026/1	213.34
				S3374493.001	BLANKET PO FOR MISC. LIGHTING	1101700 |560180|		2026/1	44.53
				S3338763.002	BLANKET PO FOR MISC. LIGHTING	1106004 |560180|		2026/1	-106.67
						Total For Check #	**331278**		**151.20**
07/31/2025	331279	131	LOCKE SUPPLY COMPANY	56004380-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/1	6.67
						Total For Check #	**331279**		**6.67**
07/31/2025	331282	3574	MIRAMAR TRAFFIC & PARKING	8512	Stock Sign for Sign Shop	1105300 |560360|		2026/1	2,226.90
						Total For Check #	**331282**		**2,226.90**

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07/31/2025	331283	4825	JUBILEE DOLL HOUSE LLC	1104	DEPOSIT FOR GRINCH AND SNOW	1101315 |530870|		2026/1	825.00
						Total For Check # 331283			**825.00**
07/31/2025	331284	25	NAPA AUTO PARTS	17710	355100	1106000 |560200|		2026/1	252.77
				17710	85405	1106000 |560210|		2026/1	48.58
				17731	GRP31	1105300 |560200|		2026/1	233.34
				17731	GRP31	1105300 |560200|		2026/1	72.90
				17731	GRP31	1105300 |560200|		2026/1	-72.90
				017648	FT8909F	1106003 |560200|		2026/1	69.86
				017648	FT8918F	1106003 |560200|		2026/1	63.68
				017652	860	1105300 |560200|		2026/1	10.94
				017652	FT7867	1105300 |560200|		2026/1	68.43
				017652	2413	1105300 |560230|		2026/1	2.89
				017654	7234	1105300 |560200|		2026/1	461.52
				017654	7234	1105300 |560200|		2026/1	81.00
				017654	7234	1105300 |560200|		2026/1	-81.00
				017672	388BDM	1105300 |560190|		2026/1	1,253.48
				017676	45663	1105300 |560200|		2026/1	16.21
				017676	2278121504	1105300 |560200|		2026/1	64.27
				017676	2278121503	1105300 |560200|		2026/1	102.21
				017681	1C01063015	1106000 |560200|		2026/1	651.60
				017681	1C01063015	1106000 |560200|		2026/1	70.00
				017681	1C01063015	1106000 |560200|		2026/1	-70.00
				017871	210667011	1106000 |560200|		2026/1	85.74
				017871	590317017	1106000 |560200|		2026/1	125.21
				017871		1106000 |560200|		2026/1	5.70
				017874	GRP31	1105300 |560200|		2026/1	350.01
				017874	GRP31	1105300 |560200|		2026/1	109.35
				017890	754P06774	1106000 |560200|		2026/1	138.89
				017786	6766	1105300 |560200|		2026/1	22.69
				017786	6761	1105300 |560200|		2026/1	41.92
				017786	2170	1105300 |560200|		2026/1	6.79
				017786	3827	1105300 |560200|		2026/1	16.91
				017786	3682	1105300 |560200|		2026/1	15.68
				017786	7037	1105300 |560200|		2026/1	15.57
				017786	15W40BULK	1105300 |560200|		2026/1	64.62
				017787	47833564	1105300 |560200|		2026/1	130.06

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			017787	84196445	1105300 |560200|		2026/1	217.09
			017787	5802292922	1105300 |560200|		2026/1	206.74
			017787	92032108	1105300 |560200|		2026/1	234.86
			017808	99A8652X	1105300 |560200|		2026/1	-532.00
			017813	310219	1105300 |560200|		2026/1	23.56
			017813	55056859AE	1105300 |560200|		2026/1	223.61
			017824	136506	1106000 |560200|		2026/1	108.43
			017834	7430	1105300 |560200|		2026/1	9.36
			017834	1K94743172	1105300 |560200|		2026/1	61.41
			017834	6A67175090	1105300 |560200|		2026/1	76.42
			017834	9491	1105300 |560200|		2026/1	22.50
			017834	9492	1105300 |560200|		2026/1	11.09
			017834	15W40BULK	1105300 |560210|		2026/1	43.08
			017836	V063165450	1105300 |560200|		2026/1	118.29
			017836	V051165150	1105300 |560200|		2026/1	0.01
			017836	HHTA059900	1105300 |560200|		2026/1	87.77
			017844	7430	1106000 |560200|		2026/1	9.36
			017844	4315387	1106000 |560200|		2026/1	334.16
			017844	1J43043060	1106000 |560200|		2026/1	94.76
			017844	1K94743172	1106000 |560200|		2026/1	61.41
			017844	6671	1106000 |560200|		2026/1	25.38
			017844	6672	1106000 |560200|		2026/1	18.58
			017844	15W40BULK	1106000 |560210|		2026/1	35.90
					Total For Check # 331284			**5,920.69**
07/31/2025	331285		17706	HDRTU1GAL	1105300 |560200|		2026/1	17.16
			17709	60221B	1106000 |560200|		2026/1	10.38
			17713	HDRTU1GAL	1105300 |560210|		2026/1	51.48
			17717	1372	1106000 |560200|		2026/1	4.25
			17717	5W20BULK	1106000 |560200|		2026/1	23.66
			17717	3243	1106000 |560200|		2026/1	9.08
			17717	9883	1106000 |560200|		2026/1	12.73
			17725	PTO	1106005 |560200|		2026/1	16.67
			17725		1106005 |560200|		2026/1	1.16
			17745	104	1105300 |560200|		2026/1	20.65
			017651	07999	1105300 |560200|		2026/1	18.31
			017658	90464	1105300 |560230|		2026/1	44.41
			017663	25080845HD	1105300 |560200|		2026/1	45.10

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			017674	5W20BULK	1101415 |560200|		2026/1	23.66
			017674	7060	1101415 |560200|		2026/1	4.25
			017674	2725	1101415 |560200|		2026/1	15.92
			017674	2413	1101415 |560230|		2026/1	5.78
			017678	2278121506	1105300 |560200|		2026/1	52.99
			017686	789DEF	1106000 |560210|		2026/1	11.11
			017688	2456911100	1106000 |560200|		2026/1	3.97
			017688	2807401400	1106000 |560200|		2026/1	17.58
			017700	062424	1106003 |560200|		2026/1	12.31
			017701	6231	1105300 |560210|		2026/1	27.56
			017861	7060	1101200 |560200|		2026/1	4.25
			017861	5W30BULK	1101200 |560210|		2026/1	22.86
			017868	485	1105300 |560230|		2026/1	10.83
			017892	115	1106000 |560210|		2026/1	14.44
			017894	490	1105300 |560200|		2026/1	13.89
			017800	7060	1105300 |560200|		2026/1	4.25
			017800	2725	1105300 |560200|		2026/1	15.92
			017800	5W20BULK	1105300 |560210|		2026/1	23.66
			017814	601215	1105300 |560200|		2026/1	56.39
			017831	704914	1106000 |560200|		2026/1	26.00
			017835	9492	1105300 |560200|		2026/1	-11.09
			017839	230263	1101700 |560200|		2026/1	24.86
			017839	100010	1101700 |560200|		2026/1	4.55
			017839	200304	1101700 |560200|		2026/1	22.68
			017839	0W20BULK	1101700 |560210|		2026/1	21.48
			017840	230263	1101700 |560200|		2026/1	-24.86
			017840	200304	1101700 |560200|		2026/1	-22.68
			017843	K566842100	1106000 |560200|		2026/1	51.58
			017848	10716	1106000 |560210|		2026/1	24.36
					Total For Check #	**331285**		**733.54**
07/31/2025	331286		17718	640400	1105300 |560200|		2026/1	6.12
			17723	912N	1106000 |560200|		2026/1	1.22
			17726	912N	1106000 |560200|		2026/1	0.61
			17728	2413	1105300 |560230|		2026/1	5.78
			017650	NT2604	1105300 |560200|		2026/1	2.18
			017650	620400	1105300 |560200|		2026/1	5.53
			017657	2413	1106003 |560200|		2026/1	5.78

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				017671	TC0015	1105300 |560200|		2026/1	8.77
				017702	4424CH5	1105300 |560200|		2026/1	2.76
				017702	43WS	1105300 |560200|		2026/1	0.32
				017702	43WSAE	1105300 |560200|		2026/1	0.52
				017793	3066	1106000 |560200|		2026/1	4.33
				017812	7822093	1106005 |560200|		2026/1	2.83
				017819	4025J	1106000 |560210|		2026/1	8.16
				017837	2413	1105300 |560230|		2026/1	6.12
				017852	560000	1106000 |560200|		2026/1	4.62
						Total For Check #	**331286**		**65.65**
07/31/2025	331287	551	NATIONAL RECREATION &	77F31E54-27BA-49D9-	2025 NRPA REG 77F31W54-2BA-49E9-	1106002 |530110|		2026/1	2,980.00
				07182025	CPRP RENEWAL	1106002 |530110|		2026/1	70.00
						Total For Check #	**331287**		**3,050.00**
07/31/2025	331289	98	OKLAHOMA NATURAL GAS CO	179074682 07182025	210104103 1790746 82 JUL 18, 2025	1105300 |550240|		2026/1	60.96
				179841136 07212025	210105844 1798411 36 JUL 21,2025 302	1106004 |550240|		2026/1	190.84
				178922373 07222025	211103080 1789223 73 JUL 22, 2025 220	1101700 |550240|		2026/1	183.22
				249790245 07222025	210104103 2497902 45 JUL 22, 2025 400	1106004 |550240|		2026/1	187.01
				180052518 07222025	210104103 1800525 18 JUL 22, 2025 123	1101315 |550240|		2026/1	14.72
						Total For Check #	**331289**		**636.75**
07/31/2025	331295	3934	RECREATION SUPPLY CO INC	536650	Pool Vacuum	1106002 |560240|		2026/1	2,472.99
						Total For Check #	**331295**		**2,472.99**
07/31/2025	331299	201	ROYAL PRINTING	66663	CITY NAME TAG DYLAN HUFFMAN	1101102 |550360|		2026/1	16.50
						Total For Check #	**331299**		**16.50**
07/31/2025	331305	2144	SITE ONE LANDSCAPE SUPPLY	155900591-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/1	23.18
				156348839-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/1	41.42
				156380235-001	BLANKET PO FOR IRRIGATION	1106003 |560340|		2026/1	543.70
				156247444-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/1	29.45
				156293528-001	BLANKET PO FOR IRRIGATION	1106000 |560230|		2026/1	120.84
				155956895-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/1	33.92
				155684117-001	BLANKET PO FOR IRRIGATION	1106000 |560230|		2026/1	27.43
				156024638-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/1	9.68
						Total For Check #	**331305**		**829.62**

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07/31/2025	331307	268	SOUTHERN TIRE MART	3500270160	UNIT 2044 - BRIAN GAYNOR	1105300 |540200|		2026/1	1,107.60
						Total For Check # 331307			**1,107.60**
07/31/2025	331308	234	STOREY TOWING LLC	59096	TOW SERVICE FOR UNIT 2333 STREET	1105300 |540200|		2026/1	351.00
						Total For Check # 331308			**351.00**
07/31/2025	331309	3871	SUMMIT FIRE & SECURITY LLC	3400626	3400626	1106000 |540070|		2026/1	1,458.00
						Total For Check # 331309			**1,458.00**
07/31/2025	331311	533	BROKEN ARROW INSURANCE	3179288	NOTARY BOND	1101102 |530110|		2026/1	30.00
						Total For Check # 331311			**30.00**
07/31/2025	331312			3183225	3183225	1101700 |550760|		2026/1	30.00
						Total For Check # 331312			**30.00**
07/31/2025	331315	4478	TRANSCO SUPPLY COMPANY	1062507	Water for Tim Wilson	1105300 |560230|		2026/1	399.00
						Total For Check # 331315			**399.00**
07/31/2025	331316	1230	TULSA COUNTY	10013955	BRASSFIELD BUSINESS CARDS	1101315 |550360|		2026/1	20.00
						Total For Check # 331316			**20.00**
07/31/2025	331320	949	TULSA WINNELSON COMPANY	629044 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/1	7.02
						Total For Check # 331320			**7.02**
07/31/2025	331323	333	TURNER ROOFING SERVICES	INV021811	INV021811	1101700 |540070|		2026/1	500.00
						Total For Check # 331323			**500.00**
07/31/2025	331331	30	WATER STORE INC	552773	SIELING SPLASH PAD REPAIRS	1106000 |560180|		2026/1	29.77
						Total For Check # 331331			**29.77**
07/31/2025	331333	1095	WINDSTREAM HOLDINGS II LLC	100755590 07222025	100755590 JULY 22, 2025 918-355-5028	1106002 |550220|		2026/1	43.01
				101118081 07222025	101118081 JULY 22, 2025 918-449-9015	1106000 |550220|		2026/1	88.97
						Total For Check # 331333			**131.98**
08/07/2025	331338	2471	DEBRA WIMPEE	PDR 03082025	PER DIEM 2025 CONGRESSIONAL CITY	1101700 |550030|		2025/12	356.01
						Total For Check # 331338			**356.01**
08/07/2025	331339	4773	JUSTIN GREEN	PDR 05112025	PER DIEM 2025 DC FLY IN REIMB	1101700 |550030|		2025/12	184.00

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						Total For Check # 331339			**184.00**
08/07/2025	331340	761	LISA FORD	PDR 05112025	2025 DC FLY IN REIMBURSEMENT	1101700 |550030|		2025/12	276.00
						Total For Check # 331340			**276.00**
08/07/2025	331341	167	TULSA COUNTY HEALTH	2ND QUARTER	2ND QTR 2025 APRIL 1-JUNE 30, 2025	1101700 |550100|		2025/12	26,059.25
						Total For Check # 331341			**26,059.25**
08/07/2025	331348	4181	ERIN HOFENER	TRR SU2025	TUITION MBA SUMMER 2025 AND	1101315 |530110|		2026/2	622.80
						Total For Check # 331348			**622.80**
08/07/2025	331350	3312	JOY CLERE	TRR SU2025	TUITION REIMB SUMMER 2025	1101501 |530110|		2026/2	239.50
						Total For Check # 331350			**239.50**
08/07/2025	331353	1699	MOMENTUM SERVICES LLC	20088999	NUISANCE ABATMENT 7/22/2025	1101415 |530870|		2026/2	750.00
				20089003	NUISANCE ABATEMENT 7/28/2025	1101415 |530870|		2026/2	1,940.00
						Total For Check # 331353			**2,690.00**
08/07/2025	331354	999905	OTP - TORT CLAIMS	TRT1590.2025	MVA WITH CITY EMPLOYEE-COMMUNITY	1101700 |550090|		2026/2	5,616.15
						Total For Check # 331354			**5,616.15**
08/07/2025	331365	1739	WAGONER CO RRWD DISTRICT	3823901 08152025	3823901 08/15/2025	1106000 |550230|		2026/2	5,260.11
				1126701 08/15/2025	1126701 08/15/2025	1106000 |550230|		2026/2	16.50
				1945001 08152025	1945001 8/15/2025	1106000 |550230|		2026/2	68.21
				1970001 08152025	1970001 08/15/2025	1106000 |550230|		2026/2	3,032.16
						Total For Check # 331365			**8,376.98**
08/07/2025	331366	4935	AMAZON.COM SALES INC	1WP3-JJQN-HJFD	Recreation Supplies	1106002 |560330|		2025/12	114.53
						Total For Check # 331366			**114.53**
08/07/2025	331369	4674	BOOT BARN INC	INV00490808	BLANKET PO - BOOT BARN	1106003 |560100|		2025/12	153.00
						Total For Check # 331369			**153.00**
08/07/2025	331370	1330	BRINK'S INCORPORATED	7694413	7694413	1106002 |550280|		2025/12	2,151.48
				7694413	7694413	1101800 |550280|		2025/12	1,245.14
						Total For Check # 331370			**3,396.62**
08/07/2025	331375	4868	MATRIX IMAGING SOLUTIONS,	DP2503361	DP2503361	1101310 |550360|		2025/12	208.84

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						Total For Check # 331375			**208.84**
08/07/2025	331381	79	GREEN ACRE SOD FARMS	10595	BL;ANKET PO FOR BERMUDA SOD	1106000 |560700|		2025/12	570.00
						Total For Check # 331381			**570.00**
08/07/2025	331384	124	KIMS INTERNATIONAL	0151784-IN	BLANKET PO FOR MISC. FITTINGS	1105300 |540200|		2025/12	192.09
						Total For Check # 331384			**192.09**
08/07/2025	331389	834	SOFTWARE HOUSE	B19300475	Sentinel SHI Azure	1101200 |540550|		2025/12	966.72
				B19441846	MS CoPilot Licenses for initial rollout	1101200 |540550|		2025/12	1,831.50
						Total For Check # 331389			**2,798.22**
08/07/2025	331391	2144	SITE ONE LANDSCAPE SUPPLY	155121803-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2025/12	208.13
						Total For Check # 331391			**208.13**
08/07/2025	331396	48	WARREN POWER &	WO100295485	WO100295485	1105300 |540200|		2025/12	743.48
						Total For Check # 331396			**743.48**
08/07/2025	331397	3545	WYRICK ROBBINS YATES &	243409	243409 JUNE 30, 2025	1101010 |530080|		2025/12	23,870.50
						Total For Check # 331397			**23,870.50**
08/07/2025	331400	149	AMERICAN ELECTRIC	663-125-0-3 07222025	952-663-125-0-3 JULY 22, 2025 2900 W	1106000 |550250|		2026/2	147.87
				273-541-0-6 07222025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550250|		2026/2	23.33
				428-947-0-6 07222025	953-428-947-0-6 JULY 22, 2025 2800 1/2	1106000 |550250|		2026/2	23.69
				866-629-0-9 07222025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550250|		2026/2	23.33
				386-301-0-0 07222025	959-386-301-0-0 JULY 22, 2025 1500 S	1106000 |550250|		2026/2	39.01
				853-893-0-0 07162025	952-853-893-0-0 JULY 16, 2025 2810 E	1101700 |550250|		2026/2	24.30
				183-027-0-0 07162025	953-183-027-0-0 JULY 16, 2025 1599 E	1105310 |550250|		2026/2	87.63
				162-909-0-0 07162025	954-162-909-0-6 JULY 16, 2025 3003 E	1101700 |550250|		2026/2	24.40
				539-598-0-7 07162025	958-539-598-0-7 JULY 16, 2025 2803 E	1101700 |550250|		2026/2	24.40
				913-008-1-1 07212025	953-913-008-1-1 JULY 21, 2025	1106000 |550250|		2026/2	2,526.33
				913-008-1-1 07212025	953-913-008-1-1 JULY 21, 2025	1106000 |550470|		2026/2	3,717.76
				393-103-0-6 07222025	959-393-103-0-6 JULY 22, 2025	1101315 |550250|		2026/2	146.69
				393-103-0-6 07222025	959-393-103-0-6 JULY 22, 2025	1101700 |550250|		2026/2	5,952.40
				709-847-0-1 07212025	952-709-847-0-1 JULY 21, 2025 1798 S	1105310 |550250|		2026/2	29.88
				944-568-0-6 07212025	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/2	56.83
				189-865-0-8 07222025	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/2	38.94
				716-079-0-6 07162025	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/2	38.89

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						Total For Check # 331400			**12,925.68**
08/07/2025	331401	4935	AMAZON.COM SALES INC	1G7R-GW1G-X6KK	Office Supplies and materials	1101415 |560230|		2026/2	45.02
				1GYM-RRDH-6JX9	ITEM: Amazon Basics 10 Security-Tinted	1101800 |560030|		2026/2	6.39
				16L7-Y47P-WCKJ	OFFICE SUPPLIES	1101501 |560030|		2026/2	111.66
				16L7-Y47P-WCKJ	OFFICE SUPPLIES	1101501 |560230|		2026/2	39.95
				1WK4-J31C-QRLJ	ITEM: The Essential HR Handbook, 10th	1101102 |560030|		2026/2	46.13
				11MG-LTPT-TK6Y	ITEM: AVANTEK Wireless Doorbell, D-3B	1101315 |560230|		2026/2	24.99
				13PV-FCJX-4YW4	Recreation Supplies	1106002 |560330|		2026/2	54.92
				13LM-KC44-4YHR	Notary Stamp	1106002 |560030|		2026/2	19.17
						Total For Check # 331401			**348.23**
08/07/2025	331402	1007	AMERICAN SERVICES INC.	2825	2825	1106000 |540280|		2026/2	1,073.05
						Total For Check # 331402			**1,073.05**
08/07/2025	331405	4846	APAC-CENTRAL, INC.	7002297522	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/2	1,743.21
						Total For Check # 331405			**1,743.21**
08/07/2025	331407	885	ATWOOD DISTRIBUTING LP	3565	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/2	9.99
						Total For Check # 331407			**9.99**
08/07/2025	331409	507	BEN E KEITH-OKLAHOMA	67078963	BLANKET PO FOR FOOD CONCESSIONS	1106002 |560670|		2026/2	519.89
				67078958	BLANKET PO FOR FOOD CONCESSIONS	1106002 |560670|		2026/2	783.92
						Total For Check # 331409			**1,303.81**
08/07/2025	331412	19	BROKEN ARROW ELECTRIC	S3369458.001	BLANKET PO FOR MISC ELECTRICAL	1105310 |560230|		2026/2	12.08
						Total For Check # 331412			**12.08**
08/07/2025	331413	22	BROKEN ARROW SENIORS INC	JULY 2025	BA SENIORS MONTHLY PAYMENT	1106002 |550100|		2026/2	7,674.50
						Total For Check # 331413			**7,674.50**
08/07/2025	331414	297	C J MOLONEYS REST & PUB	07282025	07282025 EMPLOYEE LUNCH	1101700 |560230|		2026/2	1,024.00
						Total For Check # 331414			**1,024.00**
08/07/2025	331415	3492	CAROLYN JEAN KEY	JULY 2025	75% INSTRUCTOR ZUMBA & ZUMBA	1106002 |540280|		2026/2	181.83
						Total For Check # 331415			**181.83**
08/07/2025	331420	37	CINTAS CORPORATION	5283361407	BLANKET PO FOR ALL DEPARTMENT	1101800 |560230|		2026/2	18.64

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				5283361409	5283361409 07/29/2025	1105300 |560230|		2026/2	304.08
				5283303806	BLANKET PO FOR ALL DEPARTMENT	1106002 |560230|		2026/2	111.96
						Total For Check # 331420			**434.68**
08/07/2025	331423	1391	CLEAN THE UNIFORM CO	52146423	521462423	1101800 |540330|		2026/2	7.84
				52146420	52146420	1106000 |540310|		2026/2	106.59
				52146420	52146420	1106000 |540330|		2026/2	0.34
				52145951	52145951	1106000 |540310|		2026/2	33.04
				52145951	52145951	1106003 |540310|		2026/2	51.42
				52146422	52146422 07/25/2025	1106002 |540330|		2026/2	3.14
				52147054	52147054 JULY 30, 2025	1106002 |540330|		2026/2	26.19
				52147050	52147050 07/30/2025	1101700 |540330|		2026/2	5.10
						Total For Check # 331423			**233.66**
08/07/2025	331428	474	CMRS-POC	JULY 2025	US POSTAL SERVICE (NEOPOST JULY	1101700 |550390|		2026/2	3,871.78
						Total For Check # 331428			**3,871.78**
08/07/2025	331430	882	COX COMMUNICATIONS	064999903 07162025	FY26 ANNUAL AGREEMENT 001 6311	1105300 |550540|		2026/2	45.47
						Total For Check # 331430			**45.47**
08/07/2025	331432	4868	MATRIX IMAGING SOLUTIONS,	3P101803	3P101803	1101310 |550360|		2026/2	2,347.46
						Total For Check # 331432			**2,347.46**
08/07/2025	331433	2449	DAVIS SUPPLY CO	0021885896-001	PLEPA89 90 SF PC Hayward cartridge	1106000 |560180|		2026/2	1,117.28
						Total For Check # 331433			**1,117.28**
08/07/2025	331436	1948	FOREST ELLIOTT	JULY 2025	MARTIAL ARTS INSTRUTOR JULY 2025	1106002 |540280|		2026/2	810.00
						Total For Check # 331436			**810.00**
08/07/2025	331438	153	GELLCO UNIFORMS & SHOES	00300100	BLANKET PO FOR SAFETY SHOES	1105300 |560100|		2026/2	179.99
						Total For Check # 331438			**179.99**
08/07/2025	331441	5026	DALE GRAHAM	000228	000228 07/29/2025	1106002 |540070|		2026/2	1,775.00
						Total For Check # 331441			**1,775.00**
08/07/2025	331442	76	GRAINGER	958943518	788VT8 Paper towel dispenser, auto, plstc,	1106000 |560180|		2026/2	106.18
						Total For Check # 331442			**106.18**

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08/07/2025	331453	1582	IMPERIAL LLC	2870:8563150	2870:8563150 07/29/2025	1105310 |560230|		2026/2	23.54
				2870:8563150	2870:8563150 07/29/2025	1105300 |560230|		2026/2	47.08
						Total For Check # 331453			**70.62**
08/07/2025	331454	115	INCOG	227548 A	FY26 ANNUAL AGREEMENT	1101400 |530870|		2026/2	1,707.67
						Total For Check # 331454			**1,707.67**
08/07/2025	331455	4736	DUSTIN MANLY	10000743	10000743	1106002 |540070|		2026/2	150.00
				10000668	10000668	1106002 |540070|		2026/2	840.00
						Total For Check # 331455			**990.00**
08/07/2025	331457	3537	J & J BOWERS LAWN CARE	25805	25805 08/04/2025	1101200 |540280|		2026/2	300.00
						Total For Check # 331457			**300.00**
08/07/2025	331458	23	J D YOUNG COMPANY INC	1283279	LEASE AUG 2025 USAGE JULY 2025	1101010 |540330|		2026/2	217.58
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101102 |540330|		2026/2	186.02
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101200 |540330|		2026/2	181.66
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101315 |540330|		2026/2	93.45
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101400 |540330|		2026/2	321.95
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101415 |540330|		2026/2	94.06
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101700 |540330|		2026/2	217.58
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101800 |540330|		2026/2	306.66
				1283279	LEASE AUG 2025 USAGE JULY 2025	1105300 |540330|		2026/2	176.68
				1283279	LEASE AUG 2025 USAGE JULY 2025	1106000 |540330|		2026/2	264.28
				1283279	LEASE AUG 2025 USAGE JULY 2025	1106002 |540330|		2026/2	269.26
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101010 |540550|		2026/2	96.91
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101102 |540550|		2026/2	284.50
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101200 |540550|		2026/2	4.36
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101315 |540550|		2026/2	17.25
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101400 |540550|		2026/2	177.12
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101415 |540550|		2026/2	113.50
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101700 |540550|		2026/2	78.41
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101800 |540550|		2026/2	101.34
				1283279	LEASE AUG 2025 USAGE JULY 2025	1105300 |540550|		2026/2	34.66
				1283279	LEASE AUG 2025 USAGE JULY 2025	1106000 |540550|		2026/2	49.76
				1283279	LEASE AUG 2025 USAGE JULY 2025	1106002 |540550|		2026/2	74.10
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101010 |560230|		2026/2	2.56
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101102 |560230|		2026/2	5.46

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				1283279	LEASE AUG 2025 USAGE JULY 2025	1101200 |560230|		2026/2	5.46
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101315 |560230|		2026/2	2.62
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101400 |560230|		2026/2	5.46
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101415 |560230|		2026/2	2.62
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101700 |560230|		2026/2	2.62
				1283279	LEASE AUG 2025 USAGE JULY 2025	1101800 |560230|		2026/2	5.46
				1283279	LEASE AUG 2025 USAGE JULY 2025	1105300 |560230|		2026/2	5.46
				1283279	LEASE AUG 2025 USAGE JULY 2025	1106000 |560230|		2026/2	7.97
				1283279	LEASE AUG 2025 USAGE JULY 2025	1106002 |560230|		2026/2	7.97
						Total For Check # 331458			**3,414.75**
08/07/2025	331459	3852	JAMEY HOOPER	116	INV#116 08/02/25 RDFM	1101400 |540280|		2026/2	200.00
						Total For Check # 331459			**200.00**
08/07/2025	331460	2221	JOSEPHINE SHAW	JULY 2025	75% GYMNASTICS INSTRUCTOR	1106002 |540280|		2026/2	840.00
						Total For Check # 331460			**840.00**
08/07/2025	331463	499	LESLIES POOL SUPPLIES INC	00727-02-091339	Blanket PO for Parks	1106002 |560340|		2026/2	42.31
				00727-02-091340	Blanket PO for Parks	1106002 |560340|		2026/2	196.07
						Total For Check # 331463			**238.38**
08/07/2025	331465	131	LOCKE SUPPLY COMPANY	56083137-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/2	28.93
				56061112-00	BLANKET PO FOR PLUMBING &	1106002 |560180|		2026/2	44.86
						Total For Check # 331465			**73.79**
08/07/2025	331466	136	MAGIC REFRIGERATION	0058915-IN	Water level probe for ice machine	1105300 |560180|		2026/2	74.50
						Total For Check # 331466			**74.50**
08/07/2025	331470	2569	MSDSONLINE/VELOCITY EHS	332395	332395 05/27/2025	1101102 |540550|		2026/2	4,999.00
						Total For Check # 331470			**4,999.00**
08/07/2025	331471	687	MUNICIPAL INDUSTRIES, INC.	39578	39578	1106002 |560340|		2026/2	2,283.88
						Total For Check # 331471			**2,283.88**
08/07/2025	331472	25	NAPA AUTO PARTS	017765	1077267515	1105300 |560200|		2026/2	423.46
				017774	260P21178	1105300 |560200|		2026/2	96.80
				017774	8253804	1105300 |560200|		2026/2	43.19
				017782	TGL34SBR	1105300 |560200|		2026/2	55.42

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			017959	R1194777	1106000 |560200|		2026/2	282.39
			017959	R1213575	1106000 |560200|		2026/2	129.40
			017967	K599533500	1106000 |560200|		2026/2	216.59
			18015	2284031	1106005 |560200|		2026/2	31.73
			18018	TOYO556790	1105300 |560190|		2026/2	958.56
			18019	TOYO556790	1105300 |560190|		2026/2	958.56
			18023	7182	1106005 |560200|		2026/2	10.71
			18023	3788	1106005 |560200|		2026/2	28.17
			18023	600564	1106005 |560200|		2026/2	34.14
			18023	9082	1106005 |560200|		2026/2	12.77
			18023	2809	1106005 |560200|		2026/2	56.41
			18023	15W40BULK	1106005 |560210|		2026/2	44.04
			18023	2413	1106005 |560230|		2026/2	6.12
			18027	461100520	1106000 |560200|		2026/2	9.18
			18027	461200220	1106000 |560200|		2026/2	1.46
			18027	571200722	1106000 |560200|		2026/2	3.07
			18027	810106205	1106000 |560200|		2026/2	32.60
			18027	7072534162	1106000 |560200|		2026/2	21.80
			18027	7653533440	1106000 |560200|		2026/2	37.50
			18027	K112215152	1106000 |560200|		2026/2	1.48
			18027	K564727410	1106000 |560200|		2026/2	1.30
			18027	K564734510	1106000 |560200|		2026/2	150.43
			18027	K564734540	1106000 |560200|		2026/2	60.86
			18027	K565134140	1106000 |560200|		2026/2	56.93
			18027	SF16	1106000 |560210|		2026/2	8.67
			18030	84844353	1101700 |560200|		2026/2	519.44
			18035	TOYO556790	1105300 |560190|		2026/2	-958.56
			18037	GRP31	1106005 |560200|		2026/2	233.34
			18037	GRP31	1106005 |560200|		2026/2	72.90
			18037	GRP31	1106005 |560200|		2026/2	-72.90
			18055	571200722	1106000 |560200|		2026/2	-3.07
			18055	810106205	1106000 |560200|		2026/2	-16.30
			18055	K564734540	1106000 |560200|		2026/2	-60.86
			017993	68228991AD	1105300 |560200|		2026/2	644.44
			017993	68228991AD	1105300 |560200|		2026/2	100.00
			017993		1105300 |560200|		2026/2	30.00
					Total For Check # 331472			**4,262.17**

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08/07/2025	331473			017757	4025J	1106000 |560200|		2026/2	12.24
				017758	B58	1106000 |560200|		2026/2	15.49
				017763	9006N	1106003 |560200|		2026/2	8.10
				017767	75100	1106000 |560210|		2026/2	15.04
				017947	4025J	1106000 |560210|		2026/2	12.24
				017961	GREEN	1105300 |560230|		2026/2	25.86
				017961		1105300 |560230|		2026/2	0.70
				017969	3595915	1105300 |560200|		2026/2	10.40
				017970	EN92	1105300 |560200|		2026/2	3.04
				18026	SF16	1106000 |560230|		2026/2	17.34
				18026	706620	1106000 |560230|		2026/2	10.14
				18032	4579	1106005 |560200|		2026/2	7.11
				18034		1106000 |560200|		2026/2	14.96
				18044	2413	1105300 |560230|		2026/2	6.12
				18049	8367	1105300 |560230|		2026/2	26.31
				18052	75100	1106000 |560210|		2026/2	7.52
				017984	975	1106000 |560210|		2026/2	12.83
						Total For Check #	**331473**		**205.44**
08/07/2025	331477	98	OKLAHOMA NATURAL GAS CO	267746591 07252025	213955901-2677465-91 JULY 25, 2025	1101700 |530870|		2026/2	30.45
				267746591 07252025	210104103 1099284 82 201 S 1ST	1101700 |550240|		2026/2	63.35
				267746591 07252025	210104103 1798606 00 110 N MAIN ST	1106004 |550240|		2026/2	183.22
				267746591 07252025	210105033 1799191 64 1117 S MAIN ST	1106004 |550240|		2026/2	53.11
				267746591 07252025	210109063 1103822 00 2900 S ELM PL	1101200 |550240|		2026/2	186.66
				267746591 07252025	210119696 2637209 27 1811 S MAIN ST	1106001 |550240|		2026/2	71.49
				267746591 07252025	210155550 1146938 36 100 N FIR PL	1106002 |550240|		2026/2	49.13
				267746591 07252025	211103077 1789219 36 115 E	1101700 |550240|		2026/2	195.41
				267746591 07252025	211104310 1790373 73 1500 S MAIN ST	1106002 |550240|		2026/2	194.65
				267746591 07252025	211108742 1794456 91 8000 S ELM PL	1105300 |550240|		2026/2	192.83
				267746591 07252025	211113643 1798830 73 1700 W	1106005 |550240|		2026/2	55.12
				267746591 07252025	211151591 1834294 00 1350 S MAIN ST	1106002 |550240|		2026/2	30.33
				267746591 07252025	211154799 1837411 91 3201 N 9TH ST	1106002 |550240|		2026/2	366.44
						Total For Check #	**331477**		**1,672.19**
08/07/2025	331482	4928	POLICY CONFLUENCE, INC.	20201	20201 07/29/2025	1101310 |540550|		2026/2	18,662.00
						Total For Check #	**331482**		**18,662.00**
08/07/2025	331483	1638	PONDS RX OK, INC	66063	INV# 66063 08/01/2025	1106003 |540280|		2026/2	1,387.00

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						Total For Check # 331483			**1,387.00**
08/07/2025	331484	4137	PRESIDIO HOLDINGS INC	6013025000578	ZScaler IT VPN 25	1101200 |540550|		2026/2	65,337.49
						Total For Check # 331484			**65,337.49**
08/07/2025	331493	81	SHERWIN WILLIAMS CO	59431164140725	BLANKET PO FOR PAINT SUPPLIES	1106002 |560180|		2026/2	52.95
						Total For Check # 331493			**52.95**
08/07/2025	331494	969	SHERWOOD CONSTRUCTION	283165	BACKUP BLANKET PO FOR ASHPALT	1105300 |560800|		2026/2	301.72
				282936	BACKUP BLANKET PO FOR ASHPALT	1105300 |560800|		2026/2	582.98
						Total For Check # 331494			**884.70**
08/07/2025	331495	834	SOFTWARE HOUSE	B19951673	CommVault Yearly 25	1101200 |540550|		2026/2	57,420.77
						Total For Check # 331495			**57,420.77**
08/07/2025	331496	2144	SITE ONE LANDSCAPE SUPPLY	156129604-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/2	100.22
				156105211-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/2	4.84
						Total For Check # 331496			**105.06**
08/07/2025	331501	1081	SOUTHERN AGRICULTURE	824018	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/2	19.19
				824698	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/2	5.96
						Total For Check # 331501			**25.15**
08/07/2025	331503	234	STOREY TOWING LLC	59260	59260 JULY 30, 2025	1105300 |540200|		2026/2	351.00
				59238	59238 JULY 29, 2025	1105300 |540200|		2026/2	351.00
						Total For Check # 331503			**702.00**
08/07/2025	331504	1792	SUNBELT POOLS INC	PSI015750	Pulsar II chlorine briquettes	1106002 |560340|		2026/2	2,678.69
						Total For Check # 331504			**2,678.69**
08/07/2025	331505	4499	TIFFANY APRIL HALEY	2108	2108 JULY 28, 2025	1101700 |560230|		2026/2	150.00
						Total For Check # 331505			**150.00**
08/07/2025	331517	1169	VERIZON	6119108282	6119108282 JUN 22- JUL 21 2025	1101200 |550540|		2026/2	40.01
						Total For Check # 331517			**40.01**
08/07/2025	331518	3950	ES OPCO USA LLC	CINV105227854	Kontrol 4 - 4 Mosquito Spray - SIGN SHOP	1105315 |560230|		2026/2	885.00
						Total For Check # 331518			**885.00**

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08/07/2025	331520	48	WARREN POWER &	WO100296488	UNIT # 2244	1105300 |540200|		2026/2	2,294.93
						Total For Check # 331520			**2,294.93**
						Total For Fund 110			**441,977.24**
						Number of Invoices For Fund 110			**720**

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07/31/2025	331271	5131 KEVIN BEHE	13935	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	2.29
			13941	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.43
			13905	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.43
			13903	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.14
			13944	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.43
			13906	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.14
			13942	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.86
			13902	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.14
			13952	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.43
			13938	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	0.86
			13945	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.43
			13937	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.43
			13900	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.43
			13939	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.43
			13907	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.14
			13901	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.14
			13946	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.43
			13928	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.14
			13947	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.43
			13940	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.14
			13927	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.14
			13958	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.43
			13966	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	0.86
			13961	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.14
			13967	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.43
			13962	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.14
			13968	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.43
			13963	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.14
			13964	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.72
			13965	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.86
			13936	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.14
			13943	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.86
			13926	CITY COUNCIL 07/14/25	2271700 |540070|		2026/1	1.43
					Total For Check #	**331271**		**45.01**
07/31/2025	331289	98 OKLAHOMA NATURAL GAS CO	180052518 07222025	210104103 1800525 18 JUL 22, 2025 123	2271700 |550240|		2026/1	14.71
					Total For Check #	**331289**		**14.71**

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/31/2025	331302	5395	SAN JUANITA I URIA	205954	18 MARRIAGES JULY 23 2025 205954	2271700 |550280|		2026/1	200.00
						Total For Check # 331302			**200.00**
08/07/2025	331400	149	AMERICAN ELECTRIC	393-103-0-6 07222025	959-393-103-0-6 JULY 22, 2025	2271700 |550250|		2026/2	146.69
						Total For Check # 331400			**146.69**
08/07/2025	331456	4768	INHOUSE ADVERSTISING LLC	8882	8882	2271700 |530870|		2026/2	8,600.00
						Total For Check # 331456			**8,600.00**
						Total For Fund 227			**9,006.41**
						Number of Invoices For Fund 227			**37**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/31/2025	331178	634	DELL MARKETING L.P.	10820652218	For PC replacement project	3301200 |570170|	2512040	2025/12	9,977.96
						Total For Check # 331178			**9,977.96**
07/31/2025	331245			10826480294	Dell Pro Max Tower T2 CTO Base For Dustin	3301200 |570170|	2612030	2026/1	2,758.87
						Total For Check # 331245			**2,758.87**
08/07/2025	331398	1335	911 CUSTOM	59020A	Vehicle Equipment for New PD Vehicles	3303001 |570020|	2530140	2026/2	1,729.94
						Total For Check # 331398			**1,729.94**
08/07/2025	331434	634	DELL MARKETING L.P.	10826239425	6 Rugged Laptops for Fire refresh	3303501 |570190|	2635150	2026/2	15,587.16
						Total For Check # 331434			**15,587.16**
08/07/2025	331462	125	KIRBY-SMITH MACHINERY INC	01E0291902	CITY COUNCIL APPROVED 07/14/25	3305300 |570020|	2653110	2026/2	137,740.00
						Total For Check # 331462			**137,740.00**
08/07/2025	331513	591	UNION PACIFIC RAILROAD	90147586	Union Pacific Railroad	3305300 |570160|	ST23290	2026/2	1,596.25
						Total For Check # 331513			**1,596.25**
08/07/2025	331520	48	WARREN POWER &	P3376801	CITY COUNCIL APPROVED 07/14/25	3305300 |570030|	2653170	2026/2	242,010.00
						Total For Check # 331520			**242,010.00**
						Total For Fund 330			**411,400.18**
						Number of Invoices For Fund 330			**7**

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07/31/2025	331253	1426	GERALD PERRY TENNIS	089-25	Repair and resurface two tennis courts at	3326000 |570150|	2560440	2026/1	28,900.00
						Total For Check # 331253			**28,900.00**
						Total For Fund 332			**28,900.00**
						Number of Invoices For Fund 332			**1**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/07/2025	331376	3204	EAGLE ENVIRONMENTAL	1900	1900	3345300 |570150|	2152330	2025/12	3,258.00
						Total For Check # 331376			**3,258.00**
						Total For Fund 334			**3,258.00**
						Number of Invoices For Fund 334			**1**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/31/2025	331180	3676	ENGINEERED EQUIPMENT INC	PTINV00058898	Air filters-For Gary Harris	3425300 |560350|		2025/12	1,286.00
						Total For Check # 331180			**1,286.00**
07/31/2025	331187	614	LIGHTING INC/BROKEN ARROW	S3365394.001	BLANKET PO FOR MISC. LIGHTING	3425300 |560230|		2025/12	336.56
						Total For Check # 331187			**336.56**
07/31/2025	331213	149	AMERICAN ELECTRIC	158-339-0-2 07162025	956-158-339-0-2 JULY 16, 2025 2398 E	3425300 |550250|		2026/1	93.93
				883-018-0-0 07152025	959-883-018-0-0 JULY 15, 2025 22408 E	3425300 |550250|		2026/1	48.19
						Total For Check # 331213			**142.12**
07/31/2025	331278	614	LIGHTING INC/BROKEN ARROW	S3346428.001	BLANKET PO FOR MISC. LIGHTING	3425300 |560240|		2026/1	1,991.14
						Total For Check # 331278			**1,991.14**
07/31/2025	331279	131	LOCKE SUPPLY COMPANY	55933491-00	BLANKET PO FOR PLUMBING &	3425300 |560230|		2026/1	144.16
						Total For Check # 331279			**144.16**
08/07/2025	331371	19	BROKEN ARROW ELECTRIC	S3365311.001	BLANKET PO FOR MISC ELECTRICAL	3425300 |560230|		2025/12	95.40
						Total For Check # 331371			**95.40**
08/07/2025	331400	149	AMERICAN ELECTRIC	913-008-1-1 07212025	953-913-008-1-1 JULY 21, 2025	3425300 |550250|		2026/2	157.31
				662-793-0=3 07212025	955-662-793-0-3 JULY 21,2025 3399 S	3425300 |550250|		2026/2	155.91
				502-247-0-5 07222025	953-502-247-0-5 JULY 22, 2025 2501 W	3425300 |550250|		2026/2	54.80
				144-898-0-2 07112025	FY26 ANNUAL AGREEMENT SINGLES	3425300 |550250|		2026/2	6.55
						Total For Check # 331400			**374.57**
						Total For Fund 342			**4,369.95**
						Number of Invoices For Fund 342			**11**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/31/2025	331167	4394	ACTION SAFETY SUPPLY CO,	APP 1 ST25140	CITY COUNCIL APPROVED 04/01/25	3435300 |570150|	ST25140	2025/12	41,855.64
						Total For Check # 331167			**41,855.64**
07/31/2025	331215	4935	AMAZON.COM SALES INC	1HGV-LHCL-TDWQ	Mailbox Replacement	3435300 |570150|		2026/1	73.86
						Total For Check # 331215			**73.86**
07/31/2025	331219	4846	APAC-CENTRAL, INC.	7002289501	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26130	2026/1	2,746.88
				7002282667	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26130	2026/1	6,038.82
				7002282658	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26130	2026/1	2,527.06
				7002289483	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26130	2026/1	2,643.30
				7002293229	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26100	2026/1	161,842.97
				7002282681	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26130	2026/1	2,580.42
				7002282632	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26130	2026/1	2,575.19
						Total For Check # 331219			**180,954.64**
07/31/2025	331250	1275	ERGON ASPHALT & EMULSIONS	9403492318	BLANKET PO - OIL (CRS2)	3435300 |570150|	ST26100	2026/1	2,682.76
				9403492319	BLANKET PO - OIL (CRS2)	3435300 |570150|	ST26100	2026/1	7,880.11
						Total For Check # 331250			**10,562.87**
07/31/2025	331303	969	SHERWOOD CONSTRUCTION CO	282303	BLANKET PO (BACKUP BIDDER FOR	3435300 |570150|	ST26130	2026/1	3,599.19
						Total For Check # 331303			**3,599.19**
08/07/2025	331378	674	GARVER ENGINEERS	23T27010-13	Kenosha Sidewalks sycamore to Redbud	3435300 |570160|	ST23290	2025/12	1,176.50
						Total For Check # 331378			**1,176.50**
08/07/2025	331380	5010	GOBER CONSTRUCTION LLC	PA 3 ST23030	Concrete Panel Replacement-Turtle Creek	3435300 |570150|	ST23030	2025/12	112,279.54
						Total For Check # 331380			**112,279.54**
08/07/2025	331405	4846	APAC-CENTRAL, INC.	7002297522	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26130	2026/2	235.48
				7002297522	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26140	2026/2	6,250.88
						Total For Check # 331405			**6,486.36**
08/07/2025	331478	4127	ORION SECURITY SOLUTIONS	53596	RTIC Video Cameras	3435300 |570170|	TS25080	2026/2	195,162.00
						Total For Check # 331478			**195,162.00**
08/07/2025	331516	819	VANCE BROTHERS LLC	IP00035164	BLANKET PO FOR ROAD OIL SSI	3435300 |570150|	ST26130	2026/2	175.95
				IP00035163	BLANKET PO FOR ROAD OIL SSI	3435300 |570150|	ST26130	2026/2	191.25
						Total For Check # 331516			**367.20**
						Total For Fund 343			**552,517.80**
						Number of Invoices For Fund 343			**19**

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07/31/2025	331093	2752	CONNOR POOLE	PDR 06262025	REIMB PER DIEM-LEDT INSTRUCTOR-	3443001 |550030|		2025/12	34.00
						Total For Check # 331093			**34.00**
07/31/2025	331094	3920	JOSHUA L RUSSELL	PDR 06262025	REIMB PER DIEM-LEDT INSTRUCTOR-	3443001 |550030|		2025/12	34.00
						Total For Check # 331094			**34.00**
07/31/2025	331095	1505	KARIN WITTE	T&A 04252025	REIMB-AIRFARE/UBER/PARKING-CS	3443010 |550030|		2025/12	498.13
						Total For Check # 331095			**498.13**
07/31/2025	331098	675	TANYA DAUER	T&A 04252025	REIMB-UBERX2-CS ENGAGE-	3443010 |550030|		2025/12	96.45
						Total For Check # 331098			**96.45**
07/31/2025	331101	856	AMERICAN FIDELITY	168189	Payroll Run 1 - Warrant 250718	344 |218420|		2026/1	200.28
				168189	Payroll Run 1 - Warrant 250718	344 |218430|		2026/1	180.50
						Total For Check # 331101			**380.78**
07/31/2025	331102	4904	AMERITAS LIFE INSURANCE	166996	Payroll Run 1 - Warrant 250703	344 |218240|		2026/1	1,811.02
						Total For Check # 331102			**1,811.02**
07/31/2025	331103			168195	Payroll Run 1 - Warrant 250718	344 |218240|		2026/1	1,811.02
						Total For Check # 331103			**1,811.02**
07/31/2025	331106	4633	COLONIAL LIFE & ACCIDENT	166995	Payroll Run 1 - Warrant 250703	344 |218590|		2026/1	708.98
				168194	Payroll Run 1 - Warrant 250718	344 |218590|		2026/1	708.98
						Total For Check # 331106			**1,417.96**
07/31/2025	331107	1319	COMMUNITY CARE EAP	168191	Payroll Run 1 - Warrant 250718	344 |218560|		2026/1	210.68
						Total For Check # 331107			**210.68**
07/31/2025	331108	1550	GENESIS HEALTH CLUBS	168192	Payroll Run 1 - Warrant 250718	344 |218150|		2026/1	693.38
						Total For Check # 331108			**693.38**
07/31/2025	331113	159	PRE-PAID LEGAL SERVICES,	168188	Payroll Run 1 - Warrant 250718	344 |218100|		2026/1	942.88
						Total For Check # 331113			**942.88**
07/31/2025	331114	4905	METROPOLITAN LIFE	166997	Payroll Run 1 - Warrant 250703	344 |218340|		2026/1	501.68
				166997	Payroll Run 1 - Warrant 250703	344 |218480|		2026/1	1,842.37
				166997	Payroll Run 1 - Warrant 250703	344 |218590|		2026/1	400.90

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				168196	Payroll Run 1 - Warrant 250718	344 |218340|		2026/1	515.39
				168196	Payroll Run 1 - Warrant 250718	344 |218480|		2026/1	1,850.33
				168196	Payroll Run 1 - Warrant 250718	344 |218590|		2026/1	407.32
						Total For Check # 331114			**5,517.99**
07/31/2025	331165	1987	SURENCY LIFE & HEALTH INS.	168193	Payroll Run 1 - Warrant 250718	344 |218460|		2026/1	279.50
						Total For Check # 331165			**279.50**
07/31/2025	331169	4935	AMAZON.COM SALES INC	1LGM-4WVN-4PYY	iPhone Cases for PD	3443001 |560230|		2025/12	1,995.00
						Total For Check # 331169			**1,995.00**
07/31/2025	331170	5246	AMERICAN DESIGN CO LLC	13498	Hooded Sweatshirts for SRT	3443001 |560100|		2025/12	649.00
						Total For Check # 331170			**649.00**
07/31/2025	331176	218	CLIFFORD POWER SYSTEMS	SVC-0184218	SVC-0184218 CALL 25-13061	3443001 |540290|		2025/12	1,097.00
						Total For Check # 331176			**1,097.00**
07/31/2025	331185	115	INCOG	227016	227016	3443006 |540550|		2025/12	2,392.50
						Total For Check # 331185			**2,392.50**
07/31/2025	331186	4452	L3HARRIS TECHNOLOGIES INC	93412005	3443001	3443001 |560500|		2025/12	1,120.64
						Total For Check # 331186			**1,120.64**
07/31/2025	331190	25	NAPA AUTO PARTS	17140	7060	3443001 |560200|		2025/12	4.25
				17140	4048	3443001 |560200|		2025/12	8.88
				17140	9746	3443001 |560200|		2025/12	19.29
				17140	20811	3443001 |560210|		2025/12	23.61
				17140	115	3443001 |560210|		2025/12	14.44
				17140	5W20BULK	3443001 |560210|		2025/12	23.66
				17143	60241B	3443001 |560200|		2025/12	11.16
				17143	60211B	3443001 |560200|		2025/12	10.38
				17163	9849	3443001 |560200|		2025/12	195.24
				17163	9849	3443001 |560200|		2025/12	18.00
				17163	9849	3443001 |560200|		2025/12	-18.00
				17163	9894R	3443001 |560200|		2025/12	-195.24
				17163	9894R	3443001 |560200|		2025/12	-18.00
				17172	85140320	3443001 |560200|		2025/12	105.87
				17172	87866865	3443001 |560200|		2025/12	398.21

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						Total For Check # 331190			**601.75**
07/31/2025	331198	4931	HOWARD DCIII LLC	436642	UNIT # 2034	3443001 |540200|		2025/12	946.16
						Total For Check # 331198			**946.16**
07/31/2025	331205	4365	UNICARE BUILDING	COBA2506001	CITY COUNCIL APPROVED 06/17/24	3443001 |540070|		2025/12	5,774.64
				COBA2506001	CITY COUNCIL APPROVED 06/17/24	3443008 |540070|		2025/12	1,686.04
				COBA2506001	CITY COUNCIL APPROVED 06/17/24	3443009 |540070|		2025/12	421.41
						Total For Check # 331205			**7,882.09**
07/31/2025	331210	1095	WINDSTREAM HOLDINGS II LLC	100738908 06042025	FY25 ANNUAL AGREEMENT	3443001 |550220|		2025/12	5,469.76
						Total For Check # 331210			**5,469.76**
07/31/2025	331212	4919	ADEMCO INC.	ZQ5KNN01	PSC GATE & NEW JAUL CAMERA	3443008 |560240|		2026/1	214.49
				ZQ5KNN02	PSC GATE & NEW JAUL CAMERA	3443008 |560240|		2026/1	877.96
				VN9WVN01	PSC GATE & NEW JAUL CAMERA	3443001 |540070|		2026/1	345.99
						Total For Check # 331212			**1,438.44**
07/31/2025	331213	149	AMERICAN ELECTRIC	847-581-0-4 07172025	957-847-581-0-4 JULY 17, 2025 8203 S	3443001 |550250|		2026/1	23.57
						Total For Check # 331213			**23.57**
07/31/2025	331215	4935	AMAZON.COM SALES INC	1TVW-JDTG-RY9K	SOT Pants for James Koch	3443001 |560100|		2026/1	99.00
				1VN4-1LN6-QCQP	Amazon Items for the Training Center	3443001 |560030|		2026/1	32.39
				1VN4-1LN6-QCQP	Amazon Items for the Training Center	3443001 |560230|		2026/1	59.64
						Total For Check # 331215			**191.03**
07/31/2025	331221	73	AT&T	918147-0070 07012025	918 147-0070 426 9 JULY 1 2025	3443006 |550220|		2026/1	1,830.40
						Total For Check # 331221			**1,830.40**
07/31/2025	331228	19	BROKEN ARROW ELECTRIC	S3374855.001	BLANKET PO FOR MISC ELECTRICAL	3443001 |560180|		2026/1	28.19
						Total For Check # 331228			**28.19**
07/31/2025	331237	996	CITY OF BROKEN ARROW	168190	Payroll Run 1 - Warrant 250718	344 |218180|		2026/1	1,433.30
				168190	Payroll Run 1 - Warrant 250718	344 |218360|		2026/1	11,026.22
						Total For Check # 331237			**12,459.52**
07/31/2025	331239	1391	CLEAN THE UNIFORM CO	52143745	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/1	4.71
						Total For Check # 331239			**4.71**

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07/31/2025	331254	2594	GOOD SHEPHERD VETERINARY	699547	699547	3443001 |530870|		2026/1	200.84
						Total For Check # 331254			**200.84**
07/31/2025	331255	5026	DALE GRAHAM	000220	REPAIR UNIT AT PUBLIC SAFETY	3443001 |540070|		2026/1	1,137.00
				000223	INV:223 REPAIR UNIT@ PSC (UNIT 23)	3443001 |540070|		2026/1	150.00
				251	INV# 251 07/24/2025	3443001 |540070|		2026/1	200.00
				252	252	3443001 |540070|		2026/1	200.00
				000224	224	3443009 |540070|		2026/1	520.00
						Total For Check # 331255			**2,207.00**
07/31/2025	331261	4320	HILL'S PET NUTRITION SALES	253878663	Food for the Animals	3443009 |560230|		2026/1	279.00
						Total For Check # 331261			**279.00**
07/31/2025	331262	5428	HUMMINGBIRD DRONES INC.	D4KJIGE5-0003	D4KJIGE5-0003	3443001 |540550|		2026/1	2,499.00
						Total For Check # 331262			**2,499.00**
07/31/2025	331266	115	INCOG	E-002364	E-002364	3443006 |550220|		2026/1	13,806.74
				227561	227561	3443006 |530870|		2026/1	9,624.00
				227548	227548	3443006 |540550|		2026/1	2,512.17
						Total For Check # 331266			**25,942.91**
07/31/2025	331267	4736	DUSTIN MANLY	10000737	10000737	3443001 |540070|		2026/1	350.00
						Total For Check # 331267			**350.00**
07/31/2025	331271	5131	KEVIN BEHE	13935	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	5.91
				13935	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.38
				13941	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	3.70
				13941	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.24
				13905	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	3.70
				13905	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.24
				13903	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	2.96
				13903	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.19
				13944	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	3.70
				13944	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.24
				13906	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	2.96
				13906	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.19
				13942	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	4.81

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			13942	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.31
			13902	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	2.96
			13902	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.19
			13952	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	3.70
			13952	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.24
			13938	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	2.22
			13938	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.14
			13945	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	3.70
			13945	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.24
			13937	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	3.70
			13937	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.24
			13900	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	3.70
			13900	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.24
			13939	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	3.70
			13939	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.24
			13907	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	2.96
			13907	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.19
			13901	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	2.96
			13901	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.19
			13946	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	3.70
			13946	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.24
			13928	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	2.96
			13928	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.19
			13947	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	3.70
			13947	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.24
			13940	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	2.96
			13940	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.19
			13927	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	2.96
			13927	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.19
			13958	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	3.70
			13958	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.24
			13966	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	2.22
			13966	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.14
			13961	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	2.96
			13961	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.19
			13967	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	3.70
			13967	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.24
			13962	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	2.96

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				13962	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.19
				13968	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	3.70
				13968	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.24
				13963	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	2.96
				13963	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.19
				13964	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	4.44
				13964	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.29
				13965	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	4.81
				13965	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.31
				13936	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	2.96
				13936	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.19
				13943	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	4.80
				13943	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.31
				13926	CITY COUNCIL 07/14/25	3443001 |540070|		2026/1	3.70
				13926	CITY COUNCIL 07/14/25	3443009 |540070|		2026/1	0.24
						Total For Check #	**331271**		**124.05**
07/31/2025	331278	614	LIGHTING INC/BROKEN ARROW	S3372108.001	BLANKET PO FOR MISC. LIGHTING	3443001 |560180|		2026/1	863.42
						Total For Check #	**331278**		**863.42**
07/31/2025	331279	131	LOCKE SUPPLY COMPANY	56003428-00	BLANKET PO FOR PLUMBING &	3443001 |560180|		2026/1	41.76
				56001382-00	BLANKET PO FOR PLUMBING &	3443001 |560180|		2026/1	5.00
						Total For Check #	**331279**		**46.76**
07/31/2025	331280	2355	LOCKEDINRN	071425	Visiting Nurse	3443008 |530870|		2026/1	307.08
				07212025	Visiting Nurse	3443008 |530870|		2026/1	307.08
						Total For Check #	**331280**		**614.16**
07/31/2025	331281	3658	MALLORY SAFETY AND SUPPLY	6166190	Police Gear and Duty Equipment	3443001 |560100|		2026/1	208.84
						Total For Check #	**331281**		**208.84**
07/31/2025	331284	25	NAPA AUTO PARTS	17711	25676	3443001 |560200|		2026/1	7.48
				17711	20811	3443001 |560200|		2026/1	23.61
				17711	115	3443001 |560200|		2026/1	14.44
				17711	4211	3443001 |560200|		2026/1	14.22
				17711	100255	3443001 |560200|		2026/1	4.25
				17711	200942	3443001 |560200|		2026/1	15.75
				17711	0W20BULK	3443001 |560210|		2026/1	28.64

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			017637	F008921	3443001 |560190|		2026/1	712.08
			017647	NP22	3443001 |560200|		2026/1	8.16
			017647	20811	3443001 |560200|		2026/1	23.61
			017647	115	3443001 |560200|		2026/1	14.44
			017647	7060	3443001 |560200|		2026/1	4.25
			017647	5W20BULK	3443001 |560200|		2026/1	23.66
			017647	4048	3443001 |560200|		2026/1	8.88
			017647	9746	3443001 |560200|		2026/1	19.29
			017653	20811	3443001 |560200|		2026/1	23.61
			017653	115	3443001 |560200|		2026/1	14.44
			017653	100010	3443001 |560200|		2026/1	4.55
			017653	0W20BULK	3443001 |560200|		2026/1	21.48
			017653	4017	3443001 |560200|		2026/1	8.00
			017653	9756	3443001 |560200|		2026/1	14.86
			017659	115	3443001 |560200|		2026/1	14.44
			017659	20811	3443001 |560200|		2026/1	23.61
			017659	5W20BULK	3443001 |560200|		2026/1	23.66
			017659	4048	3443001 |560200|		2026/1	8.88
			017659	9746	3443001 |560200|		2026/1	19.29
			017664	68252522AA	3443001 |560200|		2026/1	130.07
			017670	20811	3443001 |560200|		2026/1	23.61
			017670	115	3443001 |560200|		2026/1	14.44
			017670	5W20BULK	3443001 |560200|		2026/1	20.28
			017670	7502	3443001 |560200|		2026/1	4.25
			017670	9080XXL	3443001 |560200|		2026/1	17.28
			017691	198358	3443001 |560200|		2026/1	304.60
			017691	198358	3443001 |560200|		2026/1	10.00
			017691	MUK20003	3443001 |560200|		2026/1	69.66
			017691	198358	3443001 |560200|		2026/1	-10.00
			017884	2133866	3443001 |560200|		2026/1	50.20
			017884	2133866	3443001 |560200|		2026/1	50.20
			017790	7060	3443001 |560200|		2026/1	8.50
			017790	5W20BULK	3443001 |560210|		2026/1	47.32
			017790	20811	3443001 |560210|		2026/1	47.22
			017790	115	3443001 |560210|		2026/1	28.88
			017804	21648	3443001 |560200|		2026/1	326.59
			017804	19434033	3443001 |560200|		2026/1	275.18
			017804	RTU1DEX	3443001 |560200|		2026/1	18.60

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			017805	2134229	3443001 |560200|		2026/1	50.99
			017805	2344337	3443001 |560200|		2026/1	58.27
			017805	2344668	3443001 |560200|		2026/1	40.47
			017805	2344256	3443001 |560200|		2026/1	54.08
			017806	8448AAA	3443001 |560200|		2026/1	129.51
			017806	8448AAA	3443001 |560200|		2026/1	18.00
			017806	8448AAA	3443001 |560200|		2026/1	129.51
			017806	8448AAA	3443001 |560200|		2026/1	18.00
			017817	F011688	3443001 |560190|		2026/1	520.44
			017821	7502	3443001 |560200|		2026/1	4.25
			017821	4068	3443001 |560200|		2026/1	5.32
			017821	6935	3443001 |560200|		2026/1	9.55
			017821	6026PP	3443001 |560200|		2026/1	12.21
			017821	6022PP	3443001 |560200|		2026/1	10.38
			017821	20811	3443001 |560210|		2026/1	23.61
			017821	115	3443001 |560210|		2026/1	14.44
			017821	5W20BULK	3443001 |560210|		2026/1	20.28
			017830	F000702	3443001 |560190|		2026/1	297.20
			017833	7060	3443001 |560200|		2026/1	4.25
			017833	4017	3443001 |560200|		2026/1	8.00
			017833	9756	3443001 |560200|		2026/1	14.86
			017833	20811	3443001 |560210|		2026/1	23.61
			017833	115	3443001 |560210|		2026/1	14.44
			017833	5W20BULK	3443001 |560210|		2026/1	23.66
			017838	FT9673	3443001 |560200|		2026/1	57.93
			017838	FT9656	3443001 |560200|		2026/1	64.03
					Total For Check #	**331284**		**4,163.75**
07/31/2025	331285		17703	100255	3443001 |560200|		2026/1	4.25
			17703	20811	3443001 |560210|		2026/1	23.61
			17703	115	3443001 |560210|		2026/1	14.44
			17703	0W20BULK	3443001 |560210|		2026/1	28.64
			17727	100255	3443001 |560210|		2026/1	4.25
			17727	0W20BULK	3443001 |560210|		2026/1	28.64
			17727	20811	3443001 |560210|		2026/1	23.61
			17727	115	3443001 |560210|		2026/1	14.44
			017644	115	3443001 |560200|		2026/1	14.44
			017644	20811	3443001 |560200|		2026/1	23.61

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			017644	5W20BULK	3443001 |560200|		2026/1	23.66
			017644	7060	3443001 |560200|		2026/1	4.25
			017645	5W20BULK	3443001 |560200|		2026/1	23.66
			017645	115	3443001 |560200|		2026/1	14.44
			017645	20811	3443001 |560200|		2026/1	23.61
			017645	7060	3443001 |560200|		2026/1	4.25
			017649	25060820	3443001 |560200|		2026/1	26.49
			017679	20811	3443001 |560200|		2026/1	23.61
			017679	115	3443001 |560200|		2026/1	14.44
			017679	100255	3443001 |560200|		2026/1	4.25
			017679	0W20BULK	3443001 |560200|		2026/1	28.64
			017679	2413	3443001 |560230|		2026/1	5.78
			017858	7060	3443001 |560200|		2026/1	4.25
			017858	20811	3443001 |560210|		2026/1	23.61
			017858	115	3443001 |560210|		2026/1	14.44
			017858	5W20BULK	3443001 |560210|		2026/1	23.66
			017860	100255	3443001 |560200|		2026/1	4.25
			017860	7502	3443001 |560200|		2026/1	4.25
			017860	115	3443001 |560210|		2026/1	14.44
			017860	20811	3443001 |560210|		2026/1	23.61
			017860	0W20BULK	3443001 |560210|		2026/1	28.64
			017866	FTC50820	3443001 |560200|		2026/1	58.00
			017867	12711681	3443001 |560200|		2026/1	52.96
			017872	7060	3443001 |560200|		2026/1	4.25
			017872	20811	3443001 |560210|		2026/1	23.61
			017872	115	3443001 |560210|		2026/1	14.44
			017872	5W20BULK	3443001 |560210|		2026/1	23.66
			017899	YENOVO	3443001 |560200|		2026/1	28.47
			017900	911032	3443001 |560200|		2026/1	29.54
			017797	7502	3443001 |560200|		2026/1	4.25
			017797	20811	3443001 |560210|		2026/1	23.61
			017797	115	3443001 |560210|		2026/1	14.44
			017797	5W20BULK	3443001 |560210|		2026/1	20.28
			017820	8448AAA	3443001 |560200|		2026/1	-18.00
			017820	8448AAA	3443001 |560200|		2026/1	-18.00
			017822	20811	3443001 |560200|		2026/1	23.61
			017822	7502	3443001 |560200|		2026/1	4.25
			017822	4068	3443001 |560200|		2026/1	5.32

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				017822	6935	3443001 |560200|		2026/1	9.55
				017822	115	3443001 |560210|		2026/1	14.44
				017822	5W20BULK	3443001 |560210|		2026/1	20.28
				017849	911032	3443001 |560200|		2026/1	29.54
				017853	UXCELL	3443001 |560200|		2026/1	29.46
				017854	876	3443001 |560200|		2026/1	33.29
						Total For Check #	**331285**		**949.41**
07/31/2025	331286			017690	40032	3443001 |560210|		2026/1	7.72
						Total For Check #	**331286**		**7.72**
07/31/2025	331291	1887	PMAM CORPORATION	202507045	20250745	3443001 |540550|		2026/1	1,557.88
						Total For Check #	**331291**		**1,557.88**
07/31/2025	331292	1722	POLICE LEGAL SCIENCES INC	13395	ANNUAL TRAINING SUB	3443006 |530110|		2026/1	2,806.00
						Total For Check #	**331292**		**2,806.00**
07/31/2025	331306	4931	HOWARD DCIII LLC	437258	UNIT # 2156	3443001 |540200|		2026/1	913.72
				436293	UNIT #2041- JEFF	3443001 |540200|		2026/1	190.88
				435196	UNIT 2126	3443001 |540200|		2026/1	1,635.16
				436286	UNIT # 1798	3443001 |540200|		2026/1	996.99
				438068	unit 2166	3443001 |540200|		2026/1	857.76
						Total For Check #	**331306**		**4,594.51**
07/31/2025	331313	1266	TIGER WINDOW TINTING	# INV-1417	WINDOW TIN FOR 2538 2539	3443001 |540200|		2026/1	248.40
						Total For Check #	**331313**		**248.40**
07/31/2025	331317	3877	OLEN MASINGALE	2025-0192	Contract Lawn Services, PSC, Training,	3443001 |540070|		2026/1	6,875.00
						Total For Check #	**331317**		**6,875.00**
07/31/2025	331320	949	TULSA WINNELSON COMPANY	628972 01	BLANKET PO MISC. PLUMBING	3443001 |560180|		2026/1	90.78
						Total For Check #	**331320**		**90.78**
07/31/2025	331333	1095	WINDSTREAM HOLDINGS II LLC	101122812 07032025	101122812 JULY 3, 2025 168-001-1513	3443006 |550220|		2026/1	196.48
						Total For Check #	**331333**		**196.48**
08/07/2025	331342	4540	ALEXANDRIA STANTON	PDR 08172025	PER DIEM EVENT DATA RECORDER USE	3443001 |550030|		2026/2	440.00
						Total For Check #	**331342**		**440.00**

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08/07/2025	331344	938	BRANDON TENER	PDR 08172025	PER DIEM PFE 2025 BIRMINGHAM AL	3443001 |550030|		2026/2	288.00
					Total For Check # 331344				**288.00**
08/07/2025	331345	866	BRYAN BANDY	PDR 08192025	PER DIEM CRT SITE VISIT SAN ANTONIO	3443001 |550030|		2026/2	259.00
					Total For Check # 331345				**259.00**
08/07/2025	331357	3470	RYAN TYSON	PDR 08192025	PER DIEM CRT SITE VISIT SAN ANTONIO	3443001 |550030|		2026/2	259.00
					Total For Check # 331357				**259.00**
08/07/2025	331359	1380	STEPHEN GARRETT	TRR SU2025	TUITION REIMB FOR SUMMER 2025 NSU	3443001 |530110|		2026/2	1,194.48
				T&A 07062025	TRAVEL AND ACCOMODATIONS 7/6-	3443001 |550030|		2026/2	46.00
					Total For Check # 331359				**1,240.48**
08/07/2025	331360	4014	TIFFANY YARBROUGH	PDR 08192025	PER DIEM CRT SITE VISIT SAN ANTONIO	3443001 |550030|		2026/2	259.00
					Total For Check # 331360				**259.00**
08/07/2025	331364	1444	ZACHARY SCHATZ	PDR 08172025	PER DIEM PFE 2025 BIRMINGHAM AL	3443001 |550030|		2026/2	288.00
					Total For Check # 331364				**288.00**
08/07/2025	331368	4934	CW PRODUCTS	CV50648765	PRU Promotional Items	3443001 |550280|		2025/12	1,362.38
				CV50652006	PRU Promotional Items	3443001 |550280|		2025/12	1,188.15
					Total For Check # 331368				**2,550.53**
08/07/2025	331372	3983	CAMPBELL PET COMPANY	0424971-IN	Dog leashes	3443009 |560230|		2025/12	672.04
					Total For Check # 331372				**672.04**
08/07/2025	331400	149	AMERICAN ELECTRIC	086-363-1-7 07162025	951-086-363-1-7 JULY 16, 2025 1101 N	3443001 |550250|		2026/2	29.68
				757-559-0-9 07212025	951-757-559-0-9 JULY 21, 2025 2302 S	3443001 |550250|		2026/2	347.41
					Total For Check # 331400				**377.09**
08/07/2025	331401	4935	AMAZON.COM SALES INC	11XP-PYYG-RRDX	Cables for the RTIC	3443001 |560180|		2026/2	94.30
					Total For Check # 331401				**94.30**
08/07/2025	331408	2358	BEDFORD CAMERA AND VIDEO	118940	Camera equipment for training unit	3443001 |560240|		2026/2	5,290.85
					Total For Check # 331408				**5,290.85**
08/07/2025	331420	37	CINTAS CORPORATION	22600260	BLANKET PO FOR ALL DEPARTMENT	3443008 |560230|		2026/2	107.66

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						Total For Check # 331420			**107.66**
08/07/2025	331421	4084	CIOX HEALTH LLC	0515542081	0515542081 JULY 18, 2025	3443001 |530870|		2026/2	73.00
						Total For Check # 331421			**73.00**
08/07/2025	331423	1391	CLEAN THE UNIFORM CO	52145952	Rugs for the Animal Shelter	3443009 |540330|		2026/2	3.92
				52143744	Rugs for the Animal Shelter	3443009 |540330|		2026/2	3.92
				52143746	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/2	4.92
						Total For Check # 331423			**12.76**
08/07/2025	331424	218	CLIFFORD POWER SYSTEMS	PMA-0139031	PMA-0139031 07/17/2025	3443009 |540290|		2026/2	1,706.00
						Total For Check # 331424			**1,706.00**
08/07/2025	331429	4896	WA BUTLR COMPANY	DV63018	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/2	281.33
						Total For Check # 331429			**281.33**
08/07/2025	331444	685	GT DISTRIBUTORS INC	INV1051449	Less Lethal Launchers and Munitions for	3443001 |560240|		2026/2	2,708.94
						Total For Check # 331444			**2,708.94**
08/07/2025	331446	2985	HARRISON ENERGY PARTNERS	235003	REPLACE INVERTER DRIVE ON HVAC	3443001 |540070|		2026/2	6,296.00
						Total For Check # 331446			**6,296.00**
08/07/2025	331449	4320	HILL'S PET NUTRITION SALES	254032951	Food for the animals	3443009 |560230|		2026/2	262.10
						Total For Check # 331449			**262.10**
08/07/2025	331458	23	J D YOUNG COMPANY INC	1283279	LEASE AUG 2025 USAGE JULY 2025	3443001 |540330|		2026/2	384.45
				1283279	LEASE AUG 2025 USAGE JULY 2025	3443006 |540330|		2026/2	94.06
				1283279	LEASE AUG 2025 USAGE JULY 2025	3443008 |540330|		2026/2	87.60
				1283279	LEASE AUG 2025 USAGE JULY 2025	3443009 |540330|		2026/2	87.60
				1283279	LEASE AUG 2025 USAGE JULY 2025	3443010 |540330|		2026/2	208.24
				1283279	LEASE AUG 2025 USAGE JULY 2025	3443001 |540550|		2026/2	385.11
				1283279	LEASE AUG 2025 USAGE JULY 2025	3443006 |540550|		2026/2	30.80
				1283279	LEASE AUG 2025 USAGE JULY 2025	3443009 |540550|		2026/2	5.74
				1283279	LEASE AUG 2025 USAGE JULY 2025	3443010 |540550|		2026/2	96.28
				1283279	LEASE AUG 2025 USAGE JULY 2025	3443001 |560230|		2026/2	10.69
				1283279	LEASE AUG 2025 USAGE JULY 2025	3443006 |560230|		2026/2	2.62
				1283279	LEASE AUG 2025 USAGE JULY 2025	3443008 |560230|		2026/2	5.35
				1283279	LEASE AUG 2025 USAGE JULY 2025	3443009 |560230|		2026/2	2.62

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				1283279	LEASE AUG 2025 USAGE JULY 2025	3443010 |560230|		2026/2	2.62
						Total For Check # 331458			**1,403.78**
08/07/2025	331467	3658	MALLORY SAFETY AND SUPPLY	6215515	Police Gear and Duty Equipment	3443001 |560100|		2026/2	103.84
				6215086	SRT New Member Equipment	3443001 |560100|		2026/2	368.58
				6218970	SRT New Member Equipment	3443001 |560100|		2026/2	71.45
						Total For Check # 331467			**543.87**
08/07/2025	331472	25	NAPA AUTO PARTS	017746	7502	3443001 |560200|		2026/2	4.25
				017746	20811	3443001 |560210|		2026/2	23.61
				017746	115	3443001 |560210|		2026/2	14.44
				017746	5W20BULK	3443001 |560210|		2026/2	20.28
				017750	F014937	3443001 |560190|		2026/2	625.20
				017773	68425215AB	3443001 |560200|		2026/2	1,500.00
				017777	ECR2032BP	3443001 |560200|		2026/2	6.08
				017777	4N6982	3443001 |560200|		2026/2	194.51
				017781	68175309AD	3443001 |560200|		2026/2	1,154.59
				017944	878002	3443001 |560200|		2026/2	17.31
				017944	878000	3443001 |560200|		2026/2	17.31
				017944	878010	3443001 |560200|		2026/2	19.04
				017944	732310	3443001 |560200|		2026/2	21.00
				017944	735330	3443001 |560200|		2026/2	167.00
				017952	FT8855	3443001 |560200|		2026/2	57.24
				017952	FT880982	3443001 |560200|		2026/2	198.94
				18036	7502	3443001 |560200|		2026/2	4.25
				18036	4068	3443001 |560200|		2026/2	5.32
				18036	6935	3443001 |560200|		2026/2	9.55
				18036	20811	3443001 |560210|		2026/2	23.61
				18036	115	3443001 |560210|		2026/2	14.44
				18036	5W20BULK	3443001 |560210|		2026/2	18.36
				18051	85140320	3443001 |560200|		2026/2	105.87
				18056	940313	3443001 |560200|		2026/2	135.27
				18057	BB5Z3K185A	3443001 |560200|		2026/2	199.11
				017978	F008921	3443001 |560200|		2026/2	712.08
				017978	9080XL	3443001 |560230|		2026/2	17.78
				017980	FT8855	3443001 |560200|		2026/2	57.24
				017988	BR930809	3443001 |560200|		2026/2	148.37
						Total For Check # 331472			**5,492.05**

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08/07/2025	331473			017945	3757NALLN	3443001 |560200|		2026/2	2.17
				18016	1356	3443001 |560200|		2026/2	4.25
				18016	7082037	3443001 |560200|		2026/2	0.01
				18016	75500	3443001 |560210|		2026/2	9.82
				18058	ATFBULK	3443009 |560210|		2026/2	4.32
				018005	BFST	3443001 |560200|		2026/2	13.31
						Total For Check # 331473			**33.88**
08/07/2025	331477	98	OKLAHOMA NATURAL GAS CO	267746591 07252025	210104103 1113565 36 2302 S 1ST PL	3443001 |550240|		2026/2	192.12
				267746591 07252025	210119810 1113673 00 695 E KENOSHA	3443001 |550240|		2026/2	32.93
				267746591 07252025	210155304 1146699 73 2304 S 1ST PL	3443001 |550240|		2026/2	275.68
						Total For Check # 331477			**500.73**
08/07/2025	331478	4127	ORION SECURITY SOLUTIONS	53596	RTIC Video Cameras	3443001 |570170|	2530080	2026/2	76,047.00
						Total For Check # 331478			**76,047.00**
08/07/2025	331479	96	OTA PIKEPASS CENTER	20250796389	20250796389 AUG 1, 2025	3443001 |550030|		2026/2	109.57
						Total For Check # 331479			**109.57**
08/07/2025	331490	201	ROYAL PRINTING	66693	66693 07/31/2025	3443001 |550360|		2026/2	1,110.00
						Total For Check # 331490			**1,110.00**
08/07/2025	331506	1089	TRANE COMPANY	315550518	315550518 JULY 29, 2025	3443001 |540070|		2026/2	2,865.00
						Total For Check # 331506			**2,865.00**
08/07/2025	331509	949	TULSA WINNELSON COMPANY	631197 01	BLANKET PO MISC. PLUMBING	3443001 |560180|		2026/2	565.74
						Total For Check # 331509			**565.74**
08/07/2025	331517	1169	VERIZON	6119108282	6119108282 JUN 22- JUL 21 2025	3443001 |550540|		2026/2	40.01
				6119108282	6119108282 JUN 22- JUL 21 2025	3443001 |550540|		2026/2	40.01
				6119108282	6119108282 JUN 22- JUL 21 2025	3443001 |550540|		2026/2	45.02
						Total For Check # 331517			**125.04**
						Total For Fund 344			**218,946.20**
						Number of Invoices For Fund 344			**366**

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07/31/2025	331096	5171	LEE CONNER	TRR SP2025	SPR 2025 TUITION REIMBURSEMENT	3453501 |530110|		2025/12	990.00
						Total For Check # 331096			**990.00**
07/31/2025	331097	999909	OTP - MISC	MLG 06302025A	MILEAGE REIMBUREMENT-1/01/2025 TO	3453501 |550030|		2025/12	14.06
						Total For Check # 331097			**14.06**
07/31/2025	331100	1865	ALAN STROUP	EMP 07142025	REIMBURSEMENT FOR FIREMANSHIP	3453501 |530110|		2026/1	350.00
						Total For Check # 331100			**350.00**
07/31/2025	331101	856	AMERICAN FIDELITY	168189	Payroll Run 1 - Warrant 250718	345 |218420|		2026/1	43.76
				168189	Payroll Run 1 - Warrant 250718	345 |218430|		2026/1	110.00
						Total For Check # 331101			**153.76**
07/31/2025	331102	4904	AMERITAS LIFE INSURANCE	166996	Payroll Run 1 - Warrant 250703	345 |218240|		2026/1	6.16
						Total For Check # 331102			**6.16**
07/31/2025	331103			168195	Payroll Run 1 - Warrant 250718	345 |218240|		2026/1	6.16
						Total For Check # 331103			**6.16**
07/31/2025	331105	891	BRYAN MYRICK	PDR 08122025	PER DIEM FOR FRI CONVENTION 2025-	3453501 |550030|		2026/1	200.00
						Total For Check # 331105			**200.00**
07/31/2025	331106	4633	COLONIAL LIFE & ACCIDENT	166995	Payroll Run 1 - Warrant 250703	345 |218590|		2026/1	309.54
				168194	Payroll Run 1 - Warrant 250718	345 |218590|		2026/1	309.54
						Total For Check # 331106			**619.08**
07/31/2025	331107	1319	COMMUNITY CARE EAP	168191	Payroll Run 1 - Warrant 250718	345 |218560|		2026/1	173.88
						Total For Check # 331107			**173.88**
07/31/2025	331108	1550	GENESIS HEALTH CLUBS	168192	Payroll Run 1 - Warrant 250718	345 |218150|		2026/1	351.52
						Total For Check # 331108			**351.52**
07/31/2025	331111	1852	JEREMY MOORE	PDR 08122025	PER DIEM FOR FRI CONVENTION 2025-	3453501 |550030|		2026/1	200.00
						Total For Check # 331111			**200.00**
07/31/2025	331113	159	PRE-PAID LEGAL SERVICES, INC.	168188	Payroll Run 1 - Warrant 250718	345 |218100|		2026/1	222.36
						Total For Check # 331113			**222.36**
07/31/2025	331114	4905	METROPOLITAN LIFE	166997	Payroll Run 1 - Warrant 250703	345 |218340|		2026/1	36.65
				166997	Payroll Run 1 - Warrant 250703	345 |218480|		2026/1	44.65
				166997	Payroll Run 1 - Warrant 250703	345 |218590|		2026/1	101.51
				168196	Payroll Run 1 - Warrant 250718	345 |218340|		2026/1	37.76
				168196	Payroll Run 1 - Warrant 250718	345 |218480|		2026/1	44.65

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				168196	Payroll Run 1 - Warrant 250718	345 |218590|		2026/1	102.00
						Total For Check # 331114			**367.22**
07/31/2025	331163	893	RYAN LAWSON	PDR 08122025	PER DIEM FOR FRI CONVENTION 2025-	3453501 |550030|		2026/1	200.00
						Total For Check # 331163			**200.00**
07/31/2025	331165	1987	SURENCY LIFE & HEALTH INS.	168193	Payroll Run 1 - Warrant 250718	345 |218460|		2026/1	100.75
						Total For Check # 331165			**100.75**
07/31/2025	331175	1327	CITY CARBONIC LLC	0050317330	Annual Compressor maintenance parts	3453501 |560310|		2025/12	1,124.85
						Total For Check # 331175			**1,124.85**
07/31/2025	331179	4957	DIGITECH COMPUTER LLC	60007676	60007676	3453502 |540280|		2025/12	25,377.87
						Total For Check # 331179			**25,377.87**
07/31/2025	331186	4452	L3HARRIS TECHNOLOGIES INC	93412006	10 batteries for XL-200P Radios	3453501 |560500|		2025/12	1,243.62
						Total For Check # 331186			**1,243.62**
07/31/2025	331190	25	NAPA AUTO PARTS	17149	124315	3453501 |560210|		2025/12	14.28
				17152	789DEF	3453501 |560210|		2025/12	1,022.12
				17153	RTU1GAL	3453501 |560210|		2025/12	8.61
				17160	7031422	3453501 |560200|		2025/12	6.28
				17161	3006891	3453502 |560200|		2025/12	415.67
				17165	7031422	3453501 |560200|		2025/12	-6.28
				17168	2097685	3453501 |560200|		2025/12	1,035.66
				17168	2826753	3453501 |560200|		2025/12	231.91
				17168		3453501 |560200|		2025/12	72.38
						Total For Check # 331190			**2,800.63**
07/31/2025	331191	4349	OKIE PACKAGING & INDUSTRIAL	318979	BLANKET ORDER FOR BLANKET PO FOR	3453502 |560230|		2025/12	1,098.78
						Total For Check # 331191			**1,098.78**
07/31/2025	331195	5456	RJ KOOL MIDWEST, INC	INV23169	INV23169	3453501 |540290|		2025/12	197.95
						Total For Check # 331195			**197.95**
07/31/2025	331199	268	SOUTHERN TIRE MART	3500268412	UNIT # 2354	3453502 |540200|		2025/12	1,164.30
						Total For Check # 331199			**1,164.30**
07/31/2025	331200	4381	HOWMEDICA OSTEONICS CORP	9205794901	BLANKET EMS SUPPLIES	3453502 |560230|		2025/12	80.00
						Total For Check # 331200			**80.00**
07/31/2025	331203	949	TULSA WINNELSON COMPANY	612183 30	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 |560180|		2025/12	-1.59
						Total For Check # 331203			**-1.59**

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07/31/2025	331215	4935	AMAZON.COM SALES INC	194X-DKRK-4XP6	ITEM: Quartet Magnetic Glass Dry Erase	3453503 |560240|		2026/1	105.02
				1VPN-WV96-6KXG	ITEM: DEWALT FLEXVOLT 20V/60V MAX*	3453501 |560230|		2026/1	36.99
				1VPN-WV96-6KXG	ITEM: DEWALT FLEXVOLT 20V/60V MAX*	3453501 |560240|		2026/1	1,177.95
				1WHM-TP4X-NVQR	ITEM: Electronic Safe Lock Replacement	3453501 |560230|		2026/1	29.98
				1WHM-TP4X-NVQR	ITEM: Electronic Safe Lock Replacement	3453504 |560230|		2026/1	56.99
				1JQC-PF7X-CK6N	ITEM: The Motive: Why So Many Leaders	3453501 |560230|		2026/1	109.13
						Total For Check # 331215			**1,516.06**
07/31/2025	331216	5180	AMERICAN MEDICAL GAS	3449	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/1	153.00
				3460	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/1	153.00
						Total For Check # 331216			**306.00**
07/31/2025	331220	661	ASSOCIATED PARTS & SUPPLY	312277	BLANKET PO FOR MISC. APPLIANCE	3453501 |560180|		2026/1	29.59
						Total For Check # 331220			**29.59**
07/31/2025	331226	18	BOUND TREE MEDICAL	85844011	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/1	1,711.61
				85844012	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/1	667.98
						Total For Check # 331226			**2,379.59**
07/31/2025	331228	19	BROKEN ARROW ELECTRIC	S3372493.001	BLANKET PO FOR MISC ELECTRICAL	3453501 |560180|		2026/1	127.57
						Total For Check # 331228			**127.57**
07/31/2025	331232	29	CASCO INDUSTRIES INC	274161	HELMET LEATH FRONTS	3453501 |560110|		2026/1	277.00
						Total For Check # 331232			**277.00**
07/31/2025	331237	996	CITY OF BROKEN ARROW	168190	Payroll Run 1 - Warrant 250718	345 |218180|		2026/1	791.66
				168190	Payroll Run 1 - Warrant 250718	345 |218360|		2026/1	6,329.06
						Total For Check # 331237			**7,120.72**
07/31/2025	331239	1391	CLEAN THE UNIFORM CO	52144857	CLEAING SUPPLIES FOR STATIONS	3453501 |540330|		2026/1	30.78
				52144857	CLEAING SUPPLIES FOR STATIONS	3453501 |560300|		2026/1	119.00
				52145320	CLEAING SUPPLIES FOR STATIONS	3453501 |540330|		2026/1	38.72
				52145320	CLEAING SUPPLIES FOR STATIONS	3453501 |560300|		2026/1	262.00
				52145315	CLEAING SUPPLIES FOR STATIONS	3453501 |540330|		2026/1	27.35
				52145315	CLEAING SUPPLIES FOR STATIONS	3453501 |560300|		2026/1	72.00
				52144858	CLEAING SUPPLIES FOR STATIONS	3453501 |540330|		2026/1	42.01
				52144858	CLEAING SUPPLIES FOR STATIONS	3453501 |560300|		2026/1	121.50
				52145319	CLEAING SUPPLIES FOR STATIONS	3453501 |540330|		2026/1	38.38
				52145319	CLEAING SUPPLIES FOR STATIONS	3453501 |560300|		2026/1	275.50
						Total For Check # 331239			**1,027.24**
07/31/2025	331255	5026	DALE GRAHAM	000219	REPAIR UNIT AT FIRE STATION 7	3453501 |540070|		2026/1	100.00

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					Total For Check # 331255			**100.00**
07/31/2025	331260	798 HENRY SCHEIN INC	44075755	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/1	2,413.54
					Total For Check # 331260			**2,413.54**
07/31/2025	331271	5131 KEVIN BEHE	13935	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	7.44
			13941	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	4.65
			13905	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	4.65
			13903	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	3.72
			13944	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	4.65
			13906	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	3.72
			13942	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	6.05
			13902	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	3.72
			13952	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	4.65
			13938	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	2.79
			13945	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	4.65
			13937	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	4.65
			13900	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	4.65
			13939	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	4.65
			13907	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	3.72
			13901	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	3.72
			13946	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	4.65
			13928	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	3.72
			13947	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	4.65
			13940	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	3.72
			13927	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	3.72
			13958	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	4.65
			13966	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	2.79
			13961	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	3.72
			13967	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	4.65
			13962	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	3.72
			13968	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	4.65
			13963	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	3.72
			13964	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	5.58
			13965	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	6.05
			13936	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	3.72
			13943	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	6.05
			13926	CITY COUNCIL 07/14/25	3453501 |540070|		2026/1	4.65
					Total For Check # 331271			**146.49**
07/31/2025	331277	1088 LIFE ASSIST INC	1622182	BLANKET PO FOR EMS	3453502 |560230|		2026/1	40.00
					Total For Check # 331277			**40.00**

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07/31/2025	331284	25 NAPA AUTO PARTS	17708	6891	3453501 |560200|		2026/1	142.64
			17708	1748XD	3453501 |560200|		2026/1	33.89
			17708	15W40BULK	3453501 |560200|		2026/1	82.57
			17708	3422	3453501 |560200|		2026/1	21.35
			17737	FL3Z19805F	3453502 |560200|		2026/1	316.51
			017655	1748XD	3453501 |560200|		2026/1	33.89
			017655	15W40BULK	3453501 |560200|		2026/1	100.52
			017655	3965	3453501 |560200|		2026/1	32.80
			017655	3936	3453501 |560200|		2026/1	17.59
			017655	6891	3453501 |560200|		2026/1	142.64
			017677	4324709202	3453501 |560200|		2026/1	107.69
			017677	OTR110346L	3453501 |560200|		2026/1	317.76
			017680	100255	3453502 |560200|		2026/1	4.25
			017680	4211	3453502 |560200|		2026/1	14.22
			017680	200942	3453502 |560200|		2026/1	15.75
			017680	60221B	3453502 |560200|		2026/1	20.76
			017680	5W30BULK	3453502 |560210|		2026/1	30.48
			017888	1748XD	3453501 |560200|		2026/1	33.89
			017888	15W40BULK	3453501 |560210|		2026/1	86.16
			017897	14528780001	3453501 |560200|		2026/1	864.85
			017897		3453501 |560200|		2026/1	21.51
			017811	7151	3453502 |560200|		2026/1	15.05
			017811	230266	3453502 |560200|		2026/1	10.91
			017811	200905	3453502 |560200|		2026/1	20.38
			017811	15W40BULK	3453502 |560210|		2026/1	53.85
			017827	21357560001	3453501 |560200|		2026/1	565.10
			017828	8465	3453501 |560200|		2026/1	110.61
			017828	8465	3453501 |560200|		2026/1	18.00
			017828	8465	3453501 |560200|		2026/1	-18.00
			017850	11400802103	3453501 |560200|		2026/1	156.94
			017850	90223410911	3453501 |560200|		2026/1	12.56
					Total For Check # 331284			**3,387.12**
07/31/2025	331285		17704	634924	3453501 |560200|		2026/1	-69.91
			017693	6417050038	3453501 |560200|		2026/1	28.34
			017693	6417050037	3453501 |560200|		2026/1	42.29
			017862	1367848	3453501 |560200|		2026/1	21.49
			017862	75500	3453501 |560210|		2026/1	14.73
			017869		3453502 |560200|		2026/1	47.93
			017893	642695	3453501 |560200|		2026/1	11.31
			017893		3453501 |560200|		2026/1	13.93
			017896	15W40BULK	3453501 |560210|		2026/1	10.77
			017841	AU2Z14S411BHA	3453502 |560200|		2026/1	58.52

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						Total For Check # 331285			**179.40**
07/31/2025	331286			017665	BP1076LLN	3453501 |560200|		2026/1	3.22
				017851		3453501 |560200|		2026/1	4.58
						Total For Check # 331286			**7.80**
07/31/2025	331289	98	OKLAHOMA NATURAL GAS CO	180496173 07212025	211120163 1804961 73 JUL 21, 2025 3301 W	3453501 |550240|		2026/1	229.92
						Total For Check # 331289			**229.92**
07/31/2025	331298	5456	RJ KOOL MIDWEST, INC	#INV24687	EXTRACTOR REPAIRS	3453501 |540290|		2026/1	221.70
						Total For Check # 331298			**221.70**
07/31/2025	331304	1586	SIGN SOLUTIONS	5576	5576	3453501 |540070|		2026/1	32.50
				5576	5576	3453501 |540200|		2026/1	84.00
						Total For Check # 331304			**116.50**
07/31/2025	331307	268	SOUTHERN TIRE MART	3510025904	unit 0823	3453501 |540200|		2026/1	155.00
						Total For Check # 331307			**155.00**
07/31/2025	331308	234	STOREY TOWING LLC	59098	TOW SERVICES FOR UNIT 1484 FIRE	3453501 |540200|		2026/1	175.50
						Total For Check # 331308			**175.50**
07/31/2025	331310	411	TESCORP INC	988791	Bauer compressor parts	3453501 |540290|		2026/1	239.43
						Total For Check # 331310			**239.43**
07/31/2025	331318	740	TULSA OVERHEAD DOOR	30159670	30159670	3453501 |540070|		2026/1	262.50
						Total For Check # 331318			**262.50**
07/31/2025	331320	949	TULSA WINNELSON COMPANY	629282 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 |560180|		2026/1	16.66
				628390 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 |560180|		2026/1	21.39
				609030 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 |560180|		2026/1	181.20
				622911 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 |560180|		2026/1	461.90
						Total For Check # 331320			**681.15**
07/31/2025	331329	5074	WAGNON CONSTRUCTION INC.	8123	DOWNSPOUT FOR FIRE STATION #1	3453501 |540070|		2026/1	1,600.00
						Total For Check # 331329			**1,600.00**
08/07/2025	331346	1046	CHRIS HUGHES	PDR 08202025	PER DIEM FOR FMAO CONF	3453504 |550030|		2026/2	34.00
						Total For Check # 331346			**34.00**
08/07/2025	331349	2348	GUY GAYLOR	PDR 08202025	PER DIEM REQUEST FMAO	3453504 |550030|		2026/2	34.00
						Total For Check # 331349			**34.00**

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08/07/2025	331351	1420	JUSTIN SHARP	PDR 08202025	PER DIEM FOR FMAO CONF	3453504 |550030|		2026/2	34.00
						Total For Check # 331351			**34.00**
08/07/2025	331358	1386	SCOTT WENDLANDT	PDR 08182025	PER DIEM FOR FMAO CONF	3453504 |550030|		2026/2	102.00
						Total For Check # 331358			**102.00**
08/07/2025	331361	1040	TIMOTHY HEAPS	PDR 08202025	PER DIEM FOR FMAO CONF	3453504 |550030|		2026/2	34.00
						Total For Check # 331361			**34.00**
08/07/2025	331363	2114	WILLIAM WILD	PDR 08202025	PER DIEM FOR FMAO CONF	3453504 |550030|		2026/2	34.00
						Total For Check # 331363			**34.00**
08/07/2025	331400	149	AMERICAN ELECTRIC	027-427-0-6 07212025	952-027-427-0-6 JULY 21, 2025 201 E	3453501 |550250|		2026/2	1,840.10
						Total For Check # 331400			**1,840.10**
08/07/2025	331401	4935	AMAZON.COM SALES INC	17XJ-J3QF-PLKT	Antennas for Radios & Fuses G2 System	3453501 |540500|		2026/2	332.37
						Total For Check # 331401			**332.37**
08/07/2025	331420	37	CINTAS CORPORATION	5283103611	BLANKET PO FOR ALL DEPARTMENT USE	3453501 |560230|		2026/2	280.19
						Total For Check # 331420			**280.19**
08/07/2025	331441	5026	DALE GRAHAM	000227	000227 07/21/2025	3453501 |540070|		2026/2	200.00
						Total For Check # 331441			**200.00**
08/07/2025	331448	798	HENRY SCHEIN INC	44075756	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/2	240.00
						Total For Check # 331448			**240.00**
08/07/2025	331458	23	J D YOUNG COMPANY INC	1283279	LEASE AUG 2025 USAGE JULY 2025	3453501 |540330|		2026/2	279.57
				1283279	LEASE AUG 2025 USAGE JULY 2025	3453501 |540550|		2026/2	238.95
				1283279	LEASE AUG 2025 USAGE JULY 2025	3453501 |560230|		2026/2	7.97
						Total For Check # 331458			**526.49**
08/07/2025	331464	1088	LIFE ASSIST INC	1623997	BLANKET PO FOR EMS	3453502 |560230|		2026/2	2,847.37
				1623968	BLANKET PO FOR EMS	3453502 |560230|		2026/2	6,041.25
						Total For Check # 331464			**8,888.62**
08/07/2025	331468	1293	MODERN MARKETING	MMI163962	MMI163962 07/24/2025	3453504 |560230|		2026/2	2,021.18
				MMI163782	MMI163782 07/10/2025	3453504 |560230|		2026/2	4,779.58
						Total For Check # 331468			**6,800.76**
08/07/2025	331472	25	NAPA AUTO PARTS	017769	4212274	3453501 |560200|		2026/2	737.46
				017770	14528780001	3453501 |560200|		2026/2	172.97
				017974	GRP31	3453501 |560200|		2026/2	700.02

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			017974	GRP31	3453501 |560200|		2026/2	218.70
			18028	7060	3453501 |560200|		2026/2	4.25
			18028	2725	3453501 |560200|		2026/2	15.92
			18028	5W20BULK	3453501 |560210|		2026/2	21.42
			18029	GRP31	3453501 |560200|		2026/2	-218.70
			18040	7060	3453501 |560200|		2026/2	-4.25
			18040	2725	3453502 |560200|		2026/2	-15.92
			18040	5W20BULK	3453502 |560200|		2026/2	-21.42
			18041	4211	3453501 |560200|		2026/2	14.22
			18041	100255	3453501 |560200|		2026/2	4.25
			18041	200942	3453501 |560200|		2026/2	15.75
			18041	0W20BULK	3453501 |560210|		2026/2	30.80
			18046	29558329	3453501 |560200|		2026/2	110.61
			18046	W0206220	3453501 |560200|		2026/2	182.33
			18046	950011K	3453501 |560200|		2026/2	27.22
			18046	9047902	3453501 |560200|		2026/2	68.08
			18046	HDATFBULK	3453501 |560210|		2026/2	88.06
			18047	1748XD	3453501 |560200|		2026/2	33.89
			18047	3936	3453501 |560200|		2026/2	17.59
			18047	3604XE	3453501 |560200|		2026/2	30.99
			18047	6891	3453501 |560200|		2026/2	142.64
			18047	15W40BULK	3453501 |560210|		2026/2	80.74
			18053	SL3330	3453501 |560210|		2026/2	61.10
			017994	GL1943002052	3453501 |560190|		2026/2	180.78
			017999	7151	3453502 |560200|		2026/2	15.05
			017999	300458	3453502 |560200|		2026/2	49.89
			017999	230266	3453502 |560200|		2026/2	10.91
			017999	200905	3453502 |560200|		2026/2	20.38
			017999	15W40BULK	3453502 |560210|		2026/2	53.85
			018007	230266	3453502 |560200|		2026/2	10.91
			018007	300458	3453502 |560200|		2026/2	49.89
			018007	7151	3453502 |560200|		2026/2	15.05

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				018007	200905	3453502 |560200|		2026/2	20.38
				018007	15W40BULK	3453502 |560210|		2026/2	46.67
						Total For Check # 331472			**2,992.48**
08/07/2025	331473			18014	15W40BULK	3453502 |560210|		2026/2	18.35
				18039	6055002	3453502 |560200|		2026/2	8.77
						Total For Check # 331473			**27.12**
08/07/2025	331475	4349	OKIE PACKAGING & INDUSTRIAL	318979BO	BLANKET ORDER FOR BLANKET PO FOR	3453502 |560230|		2026/2	149.67
				318979BO1	BLANKET ORDER FOR BLANKET PO FOR	3453502 |560230|		2026/2	16.63
						Total For Check # 331475			**166.30**
08/07/2025	331477	98	OKLAHOMA NATURAL GAS CO	267746591 07252025	210105033 2201131 00 1821 W DETROIT	3453501 |550240|		2026/2	185.08
				267746591 07252025	210119696 1100806 00 201 E	3453501 |550240|		2026/2	260.06
				267746591 07252025	211104004 1790078 09 100 W KENOSHA	3453501 |550240|		2026/2	258.07
				267746591 07252025	211116662 1801568 73 6201 E KENOSHA	3453501 |550240|		2026/2	230.50
				267746591 07252025	211154799 2501935 82 3151 N 9TH ST	3453501 |550240|		2026/2	279.23
				267746591 07252025	213020790 2543899 00 2300 W NORFOLK	3453501 |550240|		2026/2	276.12
						Total For Check # 331477			**1,489.06**
08/07/2025	331493	81	SHERWIN WILLIAMS CO	54323163730725	BLANKET PO FOR PAINT SUPPLIES	3453501 |560180|		2026/2	150.52
						Total For Check # 331493			**150.52**
08/07/2025	331499	5455	SOONER RECON LLC	25-0723-1	ROOF REPAIR TO OZ BLDG AT FIRE	3453501 |540070|		2026/2	2,050.00
						Total For Check # 331499			**2,050.00**
08/07/2025	331500	925	SOUTH EAST AUTO TRIM INC.	61578	UNIT # 2501	3453501 |540200|		2026/2	800.00
						Total For Check # 331500			**800.00**
08/07/2025	331503	234	STOREY TOWING LLC	59186	59186	3453501 |540200|		2026/2	175.50
						Total For Check # 331503			**175.50**
08/07/2025	331509	949	TULSA WINNELSON COMPANY	631586 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 |560180|		2026/2	37.33
				631523 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 |560180|		2026/2	247.64
						Total For Check # 331509			**284.97**
08/07/2025	331521	1095	WINDSTREAM HOLDINGS II LLC	101197624 06302025	FY26 ANNUAL AGREEMENT	3453501 |550220|		2026/2	71.39
						Total For Check # 331521			**71.39**
						Total For Fund 345			**87,369.05**
						Number of Invoices For Fund 345			**228**

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08/07/2025	331491	3216 SCISSOR TAIL CONSTRUCTION, PA 1	191711	Prj 191711-Renovation of EMS Bldg	5921700 |570150|	191711	2026/2	51,862.06
					Total For Check # 331491			**51,862.06**
					Total For Fund 592			**51,862.06**
					Number of Invoices For Fund 592			**1**

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07/31/2025	331181	3689	FREESE AND NICHOLS INC	0001385448	SW24070 Preserve Park	5935305 |570160|	SW24070	2025/12	20,475.31
				0001388112	SW24070 Preserve Park	5935305 |570160|	SW24070	2025/12	6,617.91
						Total For Check # 331181			**27,093.22**
07/31/2025	331182	674	GARVER ENGINEERS	2401565-4	NEEDA Pond	5935305 |570160|	SW25020	2025/12	4,900.00
						Total For Check # 331182			**4,900.00**
07/31/2025	331242	5314	CROSS TIMBERS CONSULTING,	COBA-003.01	SW24040 Village Square II	5935305 |570160|	SW24040	2026/1	6,853.75
						Total For Check # 331242			**6,853.75**
07/31/2025	331273	1124	KIVELL,RAYMENT AND	1509.189D	ST23280 TITLE ANALYSIS PARCELS 7 25	5935300 |570080|	ST23280	2026/1	1,700.00
						Total For Check # 331273			**1,700.00**
08/07/2025	331352	5469	MARY ELAINE AKINS	ST21390	ST21390 PARCEL 14.0 ACQUISITION	5935300 |570080|	ST21390	2026/2	12,780.00
						Total For Check # 331352			**12,780.00**
08/07/2025	331355	4254	PARADIGM DEVELOPMENT	ST23280	ST23280 PROPERTY ACQUISITIONS	5935300 |570080|	ST23280	2026/2	9,190.00
						Total For Check # 331355			**9,190.00**
08/07/2025	331362	5470	WH INVESTMENTS II, LLC	ST21390	ST21390 PARCEL 2.0 ACQUISITION	5935300 |570080|	ST21390	2026/2	8,100.00
						Total For Check # 331362			**8,100.00**
08/07/2025	331377	3689	FREESE AND NICHOLS INC	0001388457	SW24070 Aspen Retaining Wal	5935305 |570160|	SW25070	2025/12	4,389.75
				0001388030	ST1926 Houston Widening 9th to Old HWY	5935300 |570160|	ST1926	2025/12	1,041.28
						Total For Check # 331377			**5,431.03**
08/07/2025	331383	2004	KIMLEY-HORN & ASSOCIATES	064598212-0625	Concrete Panel Replacement 2352120	5935300 |570150|	2352120	2025/12	2,520.00
						Total For Check # 331383			**2,520.00**
08/07/2025	331388	1043	PROFESSIONAL ENGINEERING	534982	Nienhuis Turf 2460360	5936000 |570160|	2460360	2025/12	6,400.00
				535197	Nienhuis Turf 2460360	5936000 |570160|	2460360	2025/12	1,800.00
						Total For Check # 331388			**8,200.00**
08/07/2025	331417	1253	CEC CORPORATION	202507174	Tucson Street	5935300 |570160|	ST25300	2026/2	59,075.49
						Total For Check # 331417			**59,075.49**
08/07/2025	331461	1124	KIVELL,RAYMENT AND	1509.191	1509.191 JULY 30, 2025	5935300 |570080|	ST2027	2026/2	2,975.00
						Total For Check # 331461			**2,975.00**

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08/07/2025	331491	3216	SCISSOR TAIL CONSTRUCTION,	PA 1 191711	Prj 191711-Renovation of EMS Bldg	5931700 |570150|	191711	2026/2	9,085.48
						Total For Check # 331491			**9,085.48**
08/07/2025	331498	5019	SMITH ROBERTS LAND	837-09	ST1931 Real Estate Appraisal	5935300 |570080|	ST1931	2026/2	4,250.00
						Total For Check # 331498			**4,250.00**
						Total For Fund 593			**162,153.97**
						Number of Invoices For Fund 593			**17**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/07/2025	331522	2518	WORKER'S COMPENSATION	JULY 24 2025	JULY 24 2025 PAYMENT SUMMARY	6601700 |530080|		2026/2	6,887.50
				JULY 24 2025	JULY 24 2025 PAYMENT SUMMARY	6601700 |530870|		2026/2	12.00
				JULY 24 2025	JULY 24 2025 PAYMENT SUMMARY	6601700 |530880|		2026/2	6,321.82
				JULY 24 2025	JULY 24 2025 PAYMENT SUMMARY	6601700 |530880|		2026/2	-50.38
				JULY 24 2025	JULY 24 2025 PAYMENT SUMMARY	6601700 |550900|		2026/2	843.29
						Total For Check # 331522			**14,014.23**
						Total For Fund 660			**14,014.23**
						Number of Invoices For Fund 660			**5**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/31/2025	331102	4904	AMERITAS LIFE INSURANCE	166996	Payroll Run 1 - Warrant 250703	6611700 |530890|		2026/1	20.80
				166996	Payroll Run 1 - Warrant 250703	6611700 |530890|		2026/1	16.36
						Total For Check # 331102			**37.16**
07/31/2025	331103			168195	Payroll Run 1 - Warrant 250718	6611700 |530890|		2026/1	20.80
				168195	Payroll Run 1 - Warrant 250718	6611700 |530890|		2026/1	16.36
						Total For Check # 331103			**37.16**
07/31/2025	331108	1550	GENESIS HEALTH CLUBS	168192	Payroll Run 1 - Warrant 250718	6611700 |530890|		2026/1	27.04
						Total For Check # 331108			**27.04**
07/31/2025	331113	159	PRE-PAID LEGAL SERVICES, INC.	168188	Payroll Run 1 - Warrant 250718	6611700 |530890|		2026/1	24.90
				168188	Payroll Run 1 - Warrant 250718	6611700 |530890|		2026/1	24.90
						Total For Check # 331113			**49.80**
07/31/2025	331114	4905	METROPOLITAN LIFE	166997	Payroll Run 1 - Warrant 250703	6611700 |530890|		2026/1	4,302.13
				166997	Payroll Run 1 - Warrant 250703	6611700 |530890|		2026/1	17.53
				168196	Payroll Run 1 - Warrant 250718	6611700 |530890|		2026/1	4,302.12
				168196	Payroll Run 1 - Warrant 250718	6611700 |530890|		2026/1	17.52
						Total For Check # 331114			**8,639.30**
07/31/2025	331165	1987	SURENCY LIFE & HEALTH INS.	168193	Payroll Run 1 - Warrant 250718	6611700 |530890|		2026/1	3.25
						Total For Check # 331165			**3.25**
08/07/2025	331343	4904	AMERITAS LIFE INSURANCE	JULY 2025	JULY 2025 POLICY 010-302115-00001 DIV1	6611700 |530890|		2026/2	2,186.24
				JULY 2025	JULY 2025 POLICY 010-302115-00001 DIV2	6611700 |530890|		2026/2	676.48
				JULY 2025	JULY 2025 POLICY 010-302115-00001 DIV3	6611700 |530890|		2026/2	17.92
				JULY 2025	JULY 2025 POLICY 010-302115-00001 DIV99	6611700 |530890|		2026/2	4.48
						Total For Check # 331343			**2,885.12**
08/07/2025	331480	4223	PERSONIFY HEALTH SOLUTIONS,	JULY 2025	ADMIN FEES JULY 2025	6611700 |530870|		2026/2	117,521.79
						Total For Check # 331480			**117,521.79**
08/07/2025	331488	4728	REMEDY HEALTH, PLLC	81150	81150 AUG 2025	6611700 |530890|		2026/2	58,315.00
						Total For Check # 331488			**58,315.00**
						Total For Fund 661			**187,515.62**
						Number of Invoices For Fund 661			**18**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/31/2025	331122	999900 OTP - AR REFUNDS	REC-032077-2025		882 |290301|		2026/1	10.12
					Total For Check # 331122			**10.12**
07/31/2025	331125	999907 OTP - COURT REFUNDS	0000680		882 |201020|		2026/1	60.00
					Total For Check # 331125			**60.00**
07/31/2025	331126		0000679		882 |201020|		2026/1	285.00
					Total For Check # 331126			**285.00**
07/31/2025	331127		0000678		882 |201020|		2026/1	570.00
					Total For Check # 331127			**570.00**
08/04/2025	331334	999900 OTP - AR REFUNDS	66008	REFUND	882 |290301|		2024/1	278.00
					Total For Check # 331334			**278.00**
08/04/2025	331335		67548	REFUND	882 |290301|		2024/5	199.50
					Total For Check # 331335			**199.50**
08/04/2025	331336		66322	REFUND	882 |290301|		2024/2	197.00
					Total For Check # 331336			**197.00**
08/04/2025	331337		66350	REFUND	882 |290301|		2024/2	5.00
					Total For Check # 331337			**5.00**
					Total For Fund 882			**1,604.62**
					Number of Invoices For Fund 882			**8**

08/07/2025	331374	3768 CREEK 51 BUSINESS PARK LLC FY 23	FROM FY 23 MISSED PAYMENTS	8881700 |550720|	2025/12	828.51
				Total For Check # 331374		**828.51**
				Total For Fund 888		**828.51**
				Number of Invoices For Fund 888		**1**
				Total For ALL Checks		**3,670,717.29**
				Total Number of Invoices		**2,387**

City of Broken Arrow

Request for Action

File #: 25-1154, **Version:** 1

Broken Arrow City Council
Meeting of: 08/19/2025

Title:

Presentation of the results of the South Broken Arrow Library Micro-Survey

Background:

The Tulsa City County Library (TCCL) system has 24 libraries in its organization, including two in Broken Arrow, one near downtown and the other in south BA. The South Broken Arrow Library, located at 3600 S. Chestnut Avenue, is 6,000 square feet and was built in 1993 and renovated in 2007. However, it has not been expanded to keep pace with the growth in the community or the foot traffic coming through its doors.

Despite its current size, the South Broken Arrow Library has the fifth highest circulation of items out of the 24 TCCL libraries. Nearly 150,000 items are used in the South Broken Arrow Library annually with more than half, 79,653, being children's items. More than 21 homeschooling groups also use the library's community meeting room for various education activities for students.

Foot traffic at the South Broken Arrow Library has increased every year since 2021, and it is expected to increase its number of visitors by 67 percent through 2026.

TCCL has a plan to construct a much-needed new library in the empty lot to the east of the current location. The new building is being designed to be twice as large as the original with an estimated cost of $12,000,000.00. Features of the new building include a drive-up service window, outdoor spaces, large community meeting rooms, homeschool classrooms, tech hub, and much more.

TCCL has raised $655,000.00 in private funding toward the project as part of a fundraising campaign and put forth another $7,000,000.00 from its funds to help pay for the new building.

City staff conducted a micro-survey between July 28 and August 18 to poll citizens about their thoughts regarding the city potentially partnering with TCCL to contribute financially to the library's plan to construct the new building.

Cost: $0

Funding Source: N/A

Requested By: Aaron McColloch, Communications Director

Approved By: City Manager's Office

Attachments: None

Recommendation:
No action required

City of Broken Arrow

Request for Action

File #: 25-274, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Update on the 2026 General Obligation Bond Package

Background:
The purpose of this item is to provide the City Manager and staff the opportunity to discuss certain aspects and updates on the upcoming 2026 General Obligation Bond package with City Council.

Cost: $0

Funding Source: Source

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: None

Recommendation:
Information only.

City of Broken Arrow

Request for Action

File #: 25-1186, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Consideration, discussion, and possible acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds to replace a retaining wall along Liberty Trail

Background:
The case was brought before the Drainage Advisory Committee on July 28th, 2025 for construction funds. The Committee voted 6-0 to recommend approval of expenditure of funds.

This project is located on Liberty Trail that runs along the north side of the Creek Turnpike in Broken Arrow.

The wall is a segmental block retaining wall that has visible signs of distress and potential failure, per an evaluation completed by McGuire Civil Engineering Services, LLC in May of 2025. A pronounced bulge has developed in a section of the wall, where several blocks have dislodged from the earth fill behind them. The wall is located downslope from the turnpike approximately 35 feet away, with no evident drainage infrastructure to intercept runoff from the road. Runoff flows appear to be flowing directly toward the wall. The wall also does not have any weep holes or gravel backfill zone, which are standard design requirements per the evaluation provided by McGuire Civil Engineering Services, LLC.

The approximate length of the wall is 1,000 linear feet and the height varies from 8 inches to 7.5 feet in height.

Staff is requesting $500,000.00 of the 2018 General Obligation Bond Proposition 6 for funds to construct a new retaining wall. The project will be designed in-house.

This area flows to Elm Creek.

Cost: $500,000.00

Funding Source: 2018 General Obligation Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:
Accept the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds to replace a retaining wall along Liberty Trail

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	July 11, 2025
NAME	Sarah Walters, Stormwater Project Manager
ADDRESS / LOCATION	Liberty Trail along Creek Turnpike, west of S. Elm St.
WATERSHED	Elm Creek
ESTIMATE	$350,000
CASE NO.	25-016

DESCRIPTION

The Liberty Trail that runs along the north side of the Creek Turnpike in Broken Arrow has a segmental block retaining wall that has visible signs of distress and protentional failure, per an evaluation completed by McGuire Civil Engineering Services, LLC in May of 2025. A pronounced bulge has developed in a section of the wall, where several blocks have dislodged from the earth fill behind them. The wall is located downslope from the turnpike approximately 35 feet away, with no evident drainage infrastructure to intercept runoff from the road. Runoff flows appear to be flowing directly toward the wall. The wall also does not have any weep holes or a 12-inch gravel backfill zone, which are standard design requirements. The approximate length of the wall is 1,000 linear feet and the height varies from 8 inches to 7.5 feet in height.

Staff is requesting $350,000.00 for construction funds.

Case No. 25-016

BENEFIT

Replace the potentially failing wall that poses a public safety hazard.

RECOMMENDATION

Approve the request for expenditure of $350,000 to replace the retaining wall.

COMPLETED BY: **Sarah Walters** **DATE: 7/11/2025**

City of Broken Arrow

Drainage Advisory Committee

APPLICATION

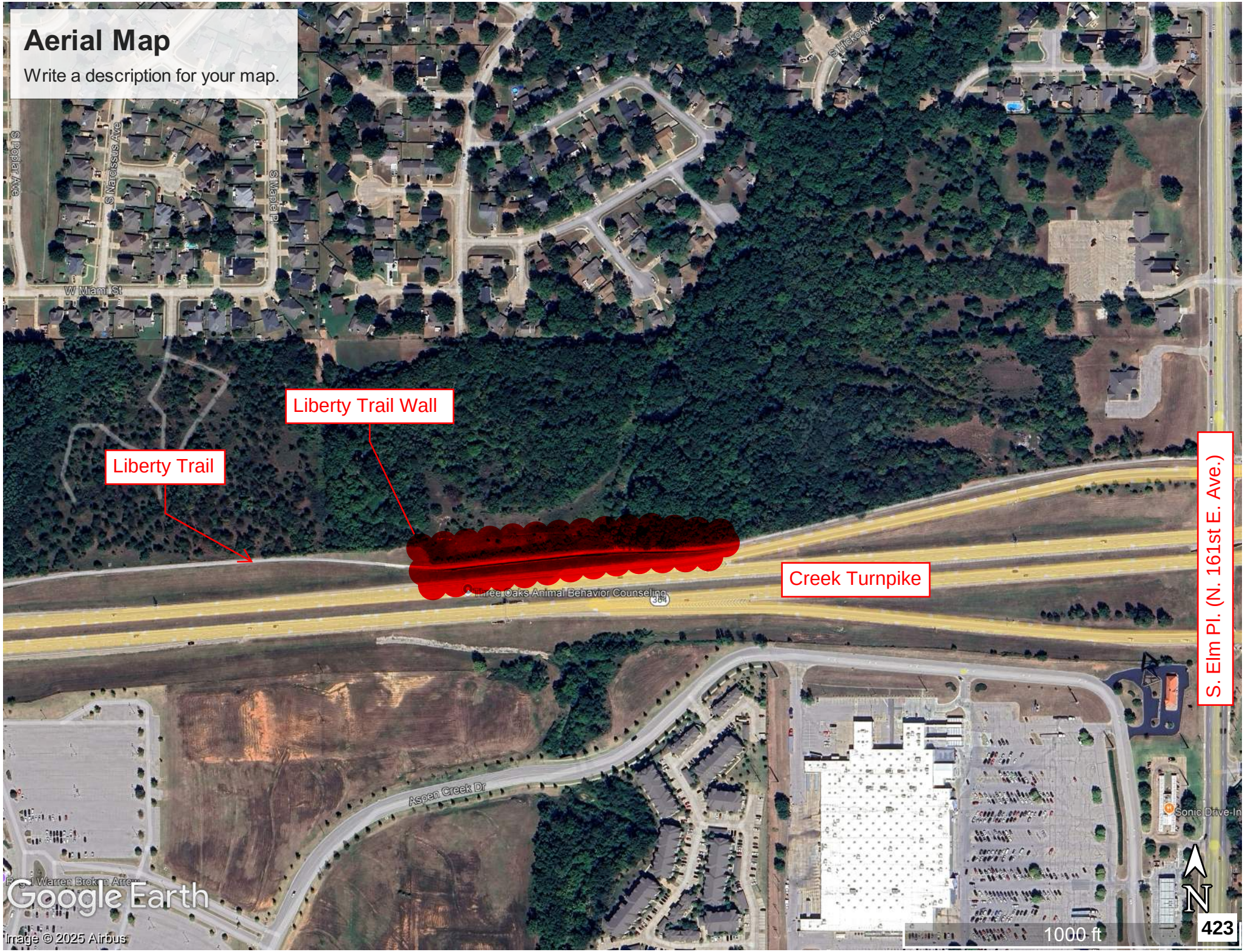
DATE:	7-11-2025
OWNER NAME:	City of Broken Arrow
PHONE NUMBER:	918-259-2400
EMAIL ADDRESS:	swalters@brokenarrowok.gov
OWNER MAILING ADDRESS:	485 N. Poplar, Broken Arrow, OK 74012
ADDRESS OF PROPERTY WITH DRAINAGE PROBLEM:	See Map
LOCATION OF DRAINAGE ISSUE ON PROPERTY:	Along Liberty Trail, north of the Creek Turnpike and west of S. Elm Pl. in Elm Creek Drainage Basin

DESCRIPTION OF PROBLEM: (*PHOTOS SHOULD ACCOMPANY APPLICATION)

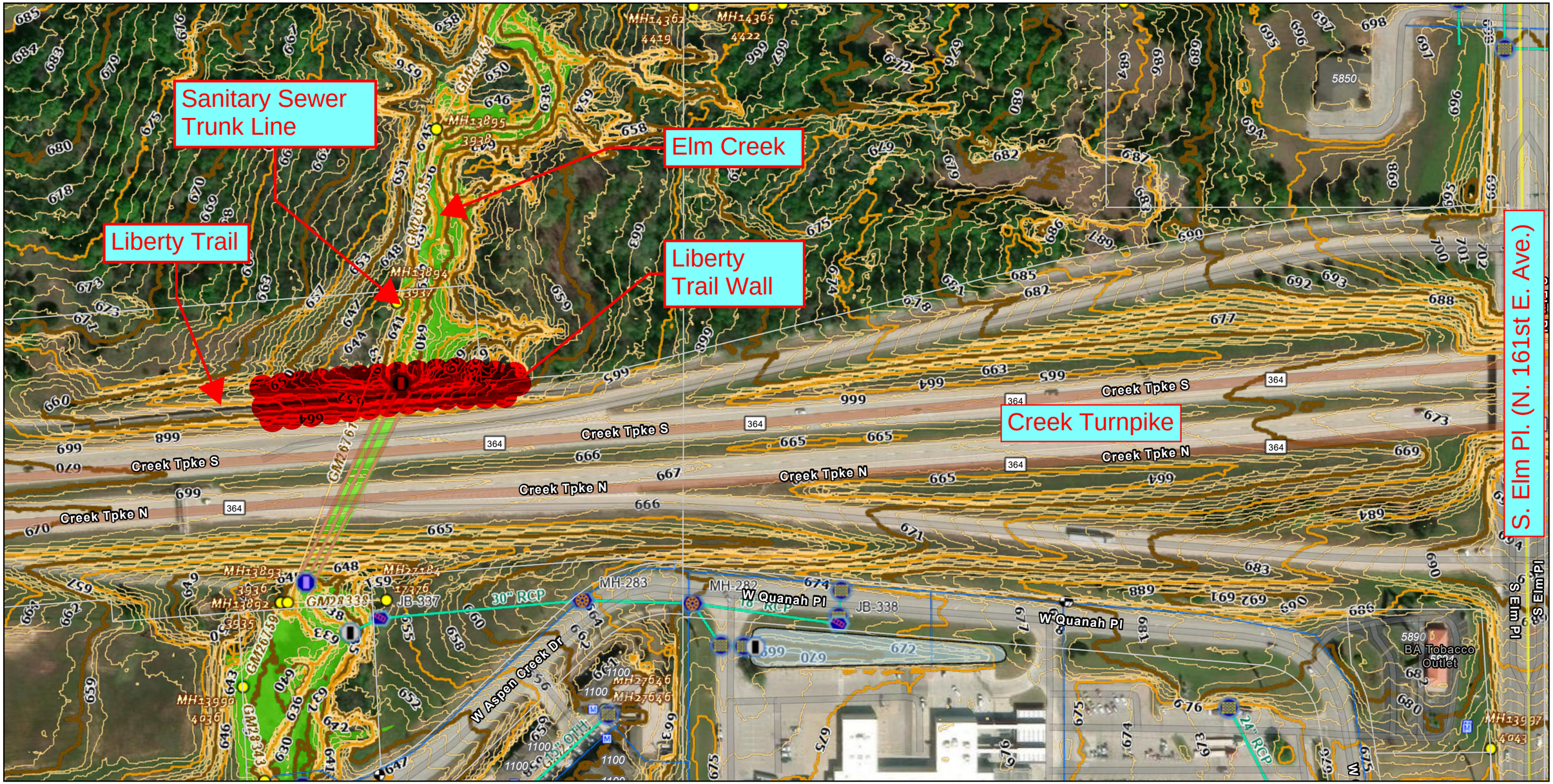
The existing segmental block retaining wall along Liberty Trail on the north side of the Creek Turnpike is failing per a structural report by McGuire Engineering Services LLC that was conducted in May of 2025. Drainage does not appear to be accounted for when this wall was constructed. The existing wall is approximately 1000 feet long and varies 8 inches to 7.5 feet in height. The wall was originally constructed in 2002/2003.

Signature: Sarah Walters, P.E.

RETURN TO STORMWATER DIVISION MANAGER'S OFFICE, PO BOX 610 Broken Arrow, OK 74013


Aerial Map
Write a description for your map.
Liberty Trail Wall
Liberty Trail
Creek Turnpike
S. Elm Pl. (N. 161st E. Ave.)
W Miami St
S Poplar Ave
S Narcissus Ave
S Maple Pl
S Hickory Ave
Three Oaks Animal Behavior Counseling
Aspen Creek Dr
Sonic Drive-In
Google Earth
Image © 2025 Airbus
1000 ft
N
423

Stormwater Utility Map



7/18/2025 7:36 AM

- Parcels
- BA_Contours_2017
- Type
  - 1 FT
  - 5 FT
  - 10 FT
  - Sections (PLSS)
  - Address Points
  - Contours_1ft_Bridge
  - Detention Pond
- Culvert
  - Unknown
  - Pipe Culvert
  - Pipe Arch Culvert
  - Box Culvert
  - Arch Culvert
  - Bridge Culvert
- Linear Drain
  - Unknown
- Trench Drain
- Slotted Drain
- Open Channel
  - Unknown
  - Aquaduct Channel
  - Spillway Channel
  - Natural Channel
  - Ditch Channel
  - Roadside Gutter
- Pipe
  - Unknown
  - Gravity
  - Force Main
  - Perforated
- BMP Inlet
  - Unknown
  - Apron Inlet
- Pipe Inlet
- Channel
- BMP Point
  - Unknown
  - Detention
  - Dry Basin
  - Treatment

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

0 0.03 0.05 0.1 mi

Maxar, Microsoft, Esri Community Maps Contributors, City of Tulsa, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,


NO SWALE ATOP WALL TO DIRECT RUNOFF AROUND WALL.
SILT FROM RUNOFF ACCUMULATING BEHIND BLOCKS.
NO GEOGRID REINFORCEMENT VISIBLE.
NO DRAINAGE GRAVEL BEHIND BLOCKS.

McGuire
Civil Engineering Services, LLC

Fayetteville, AR
(479)-414-8130
mcguire@cesnwa.com

April 28, 2025

Maddy Scheel
Project Manager
Engineering & Construction Department – Broken Arrow, OK
485 N. Poplar Ave.
Broken Arrow, OK 74012

Subject: Liberty Trail retaining wall evaluation – Broken Arrow, OK

Dear Mrs. Scheel,

1. Introduction

At the request of Mrs. Maddy Scheel, a structural assessment was conducted on May 22, 2025, to evaluate the condition of an existing segmental block retaining wall located along the Liberty Trail. This trail runs parallel to the Creek Turnpike (Highway 364) in southern Broken Arrow, Oklahoma. The evaluation was prompted by visible signs of distress and potential failure within the retaining wall system.

2. Existing Conditions

The retaining wall is constructed of standard 8-inch sand-colored segmental concrete block units, forming a mechanically stabilized earth (MSE) system. Field observations revealed the following notable conditions:

- A pronounced bulge has developed in a section of the wall, where several blocks have dislodged from the earth fill behind them. (pictures at end of report)
- The wall exhibits significant undulations and surface irregularities that appear to exceed acceptable service tolerances.
- A chain-link fence installed atop the wall is contributing to instability, as its weight and lateral forces are causing separation in the upper block courses.

3. Analysis and Findings

The observed deformations and structural distress are most likely the result of water infiltration and inadequate construction practices. Key findings include:

- The wall is located downslope from a highway approximately 35 feet away, with no evident drainage infrastructure to intercept runoff from the road. Surface water appears to be flowing directly toward the wall.
- Sediment accumulation behind the wall, as seen in the bulged section, suggests prolonged water migration and silt deposition are exerting pressure on the wall face (see Figure 1).

McGuire
Civil Engineering Services, LLC

Fayetteville, AR
(479)-414-8130
mcguire@cesnwa.com

- The wall lacks essential drainage provisions such as weep holes and a 12-inch clean gravel backfill zone, both of which are standard design requirements.

- No geogrid reinforcement was observed. This is a critical omission, particularly for retaining walls exceeding 4 feet in height, as it compromises lateral earth support (see Figure 2 for a standard geogrid-reinforced wall cross-section).

These factors indicate that the wall was constructed below accepted industry standards, and the resulting structural deformation is primarily due to water-related pressures and insufficient reinforcement.

4. Recommendations

Based on the site observations and structural assessment, the following corrective actions are recommended:

- **Demolish and reconstruct** the existing wall using a segmental block retaining wall system that complies with current industry standards and best practices.

- **Reuse existing block units** that remain in good structural condition to reduce material costs.

- **Install a surface drainage swale** along the top of the wall to intercept and redirect stormwater runoff from the turnpike, thereby minimizing water accumulation behind the wall.

Sincerely,

Christian McGuire, P.E
McGuire Civil Engineering Services, LLC



Attachments: site photos & illustrations

McGuire
Civil Engineering Services, LLC

Fayetteville, AR
(479)-414-8130
mcguire@cesnwa.com



Figure 1: Bulge in wall

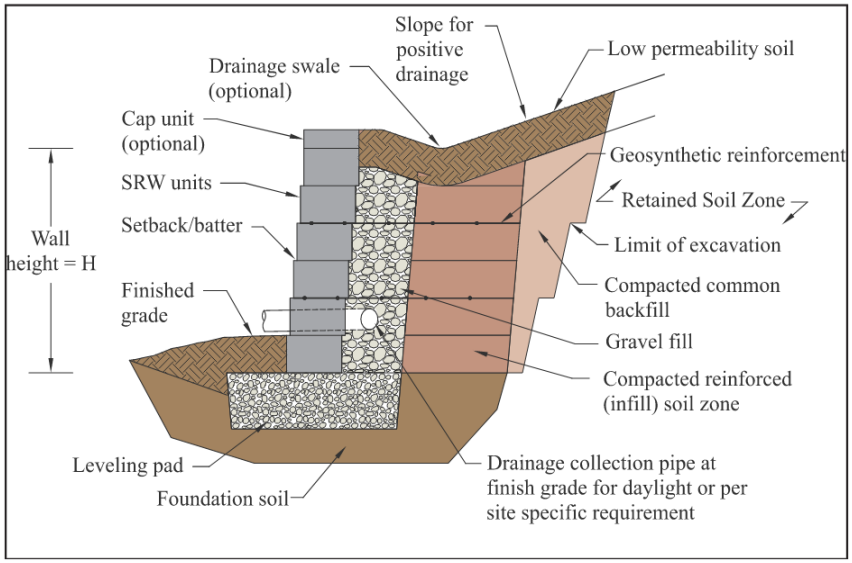


Figure 2:Typical MSE Wall





City of Broken Arrow

Request for Action

File #: 25-1081, **Version:** 1

Broken Arrow City Council
Meeting of: August 19, 2025

Title:

Consideration, discussion and possible adoption of Ordinance No. 3885, amending Chapter 2, Administration, Article IX, Employee Rules and Regulations, Sec. 2-146(3), Employment Requirements, of the Broken Arrow Code of Ordinances; providing for severability; repealing conflicting ordinances; and establishing an effective date; and declaring an emergency

Background:
This Ordinance amends a previously approved version of the Eligibility for employment section of Chapter 2, Administration, of Article IX, Employee Rules and Regulations, Section 2-146(3).

The purpose of this ordinance amendment is update and clarify the employment eligibility criteria for the City of Broken Arrow. Key updates include:

- A clearer standard for evaluating misdemeanor convictions within the past five years, including examples and criteria for determining unfitness.
- Authority granted to the Human Resources Director to evaluate older misdemeanor convictions for job relevance and rehabilitation.
- Maintains safeguards for ensuring the integrity, safety, and public trust of city operations while promoting fair and transparent hiring practices.

This amendment ensures consistency with modern HR practices and supports both operational needs and legal compliance. The current ordinance prohibits an applicant from being hired if they have any felony, or any misdemeanor involving moral turpitude or which otherwise indicates unfitness for city employment. This broad language indicates any misdemeanor at any point in a person's life may constitute unfitness for employment.

Cost: $0

Funding Source: n/a

Requested By: Kelly Cox, Human Resources Director

Approved By: City Manager's Office

Attachments: Ordinance-Employment Requirements draft
Ordinance-Employment Requirements final

Recommendation:

Adopt Ordinance 3885 and approve the emergency clause

ORDINANCE NO. 3885

AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE IX, EMPLOYEE RULES AND REGULATIONS, SEC. 2-146(3), EMPLOYMENT REQUIREMENTS, OF THE BROKEN ARROW CODE OF ORDINANCES; PROVIDING FOR ENFORCEMENT; AND DECLARING AN EMERGENCY

Section 1. That Chapter 2, Administration, Article IV, Employee Rules and Regulations, Section 2-146 of the Broken Arrow Code of Ordinances is hereby amended to read as follows:

Sec. 2-146. Employment Requirements.
Any person shall be considered for employment with the City of Broken Arrow in accordance with the following:

1. The person meets or exceeds the established job qualifications for the position.
2. The person has successfully completed all required medical, psychological, written, and physical agility tests, as applicable.
3. The person has not pled guilty to, or been convicted of, any felony. Additionally, the person has not pled guilty to, nor been convicted of, any misdemeanor in the past five (5) years which suggests unfitness for City employment. Unfitness is defined as conduct that directly undermines the individual's ability to perform the essential duties of the position or poses a reasonable risk to the city's operations. Examples include, but are not limited to, offenses involving dishonesty, violence, harassment, or substance abuse. Misdemeanors older than five years may be reviewed by the Human Resources Director for relevance and rehabilitation.
4. The person does not have a record of prior unsatisfactory service that demonstrates unsuitability for employment.
5. Immediate family members by blood or marriage may be subject to special restrictions, including but not limited to restrictions on supervision, evaluations, promotions, discipline, and access to confidential materials.
6. Candidates are exempt from nepotism prohibitions except when the relationship is with the City Manager, elected officials, or finance department supervisors. In such cases, employment is prohibited or restricted as specified.
7. Family members of the City Council, City Manager, or finance department supervisors are ineligible for employment.

SECTION 2. Emergency Clause. An emergency exists for the preservation of the public health, peace and safety and therefore this ordinance shall become effective from and after the time of its passage and approval.

SECTION 3. Codification. The City Clerk is directed to codify this ordinance in the Broken Arrow Municipal Code under Chapter 2, Article IX, Section 2-146(3).

SECTION 4. Repealed. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2025.

_____

MAYOR

ATTEST:

_____

(SEAL) CITY CLERK

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. 3885

AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE IX, EMPLOYEE RULES AND REGULATIONS, SEC. 2-146(3), EMPLOYMENT REQUIREMENTS, OF THE BROKEN ARROW CODE OF ORDINANCES; PROVIDING FOR ENFORCEMENT; AND DECLARING AN EMERGENCY

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4. The person does not have a record of prior unsatisfactory service that demonstrates unsuitability for employment.
5. Immediate family members by blood or marriage may be subject to special restrictions, including but not limited to restrictions on supervision, evaluations, promotions, discipline, and access to confidential materials.
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SECTION 3. Codification. The City Clerk is directed to codify this ordinance in the Broken Arrow Municipal Code under Chapter 2, Article IX, Section 2-146(3).

SECTION 4. Repealed. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2025.

_____

MAYOR

ATTEST:

_____

(SEAL) CITY CLERK

APPROVED:

_____

CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-1082, **Version:** 1

Broken Arrow City Council
Meeting of: August 19, 2025

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3885; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: n/a

Requested By: Kelly Cox, Human Resources Director

Approved By: City Manager's Office

Attachments: Ordinance-Employment Requirements final

Recommendation:
Approve the emergency clause for Ordinance No. 3885

ORDINANCE NO. 3885

AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE IX, EMPLOYEE RULES AND REGULATIONS, SEC. 2-146(3), EMPLOYMENT REQUIREMENTS, OF THE BROKEN ARROW CODE OF ORDINANCES; PROVIDING FOR ENFORCEMENT; AND DECLARING AN EMERGENCY

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3. The person has not pled guilty to, or been convicted of, any felony. Additionally, the person has not pled guilty to, nor been convicted of, any misdemeanor in the past five (5) years which suggests unfitness for City employment. Unfitness is defined as conduct that directly undermines the individual's ability to perform the essential duties of the position or poses a reasonable risk to the city's operations. Examples include, but are not limited to, offenses involving dishonesty, violence, harassment, or substance abuse. Misdemeanors older than five years may be reviewed by the Human Resources Director for relevance and rehabilitation.
4. The person does not have a record of prior unsatisfactory service that demonstrates unsuitability for employment.
5. Immediate family members by blood or marriage may be subject to special restrictions, including but not limited to restrictions on supervision, evaluations, promotions, discipline, and access to confidential materials.
6. Candidates are exempt from nepotism prohibitions except when the relationship is with the City Manager, elected officials, or finance department supervisors. In such cases, employment is prohibited or restricted as specified.
7. Family members of the City Council, City Manager, or finance department supervisors are ineligible for employment.

SECTION 2. Emergency Clause. An emergency exists for the preservation of the public health, peace and safety and therefore this ordinance shall become effective from and after the time of its passage and approval.

SECTION 3. Codification. The City Clerk is directed to codify this ordinance in the Broken Arrow Municipal Code under Chapter 2, Article IX, Section 2-146(3).

SECTION 4. Repealed. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2025.

_____

MAYOR

ATTEST:

_____

(SEAL) CITY CLERK

APPROVED:

_____

CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-1167, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Consideration, discussion and possible adoption of Ordinance No. 3891, an ordinance amending Chapter 16, Offenses - Miscellaneous, Article I, In General, amending Section 16-33, Failure to pay cite and release, of the Broken Arrow Code; repealing all ordinances to the contrary and declaring an emergency

Background:

At the close of the 59th legislative session of the State of Oklahoma, changes were made to laws surrounding Court Cost Compliance. Before individuals can be arrested and jailed for failing to pay court fines and costs, they must be given the opportunity to request a Cost Hearing to determine their ability to pay such costs.

On November 21, 2023, the City adopted Ordinance No. 3812, enacting § 16-33, creating the new offense of Failure to pay cite and release. This offense applies when an individual has been previously set on a payment plan by the Court and has not yet been given the opportunity to request a Cost Hearing. Individuals that receive this citation are given a date to appear in Court and request a Cost Hearing. If the person does not request a hearing by the new date, the Court can then issue a Cost Arrest Warrant.

This amendment will modify the language of § 16-33 and adopt a new ordinance to ensure there is clarity on the difference between a Failure to Pay Cite & Release Warrant and a Cost Arrest Warrant. This amendment will also ensure we are up to date with state law and the City's new citation system GEOSAFE.

Cost: No Cost

Funding Source: No Source

Requested By: City Manager's Office

Approved By: Trevor Dennis, City Attorney

Attachments: Ordinance No. 3891

Recommendation:
Approve Ordinance No. 3891 and approve the emergency clause

ORDINANCE NO. 3891

AN ORDINANCE AMENDING CHAPTER 16, OFFENSES – MISCELLANEOUS, ARTICLE I, IN GENERAL, AMENDING SECTION 16-33, FAILURE TO PAY CITE AND RELEASE, OF THE BROKEN ARROW CODE; REPEALING ALL ORDINANCES TO THE CONTRARY; AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

SECTION I. Broken Arrow Code Chapter 16 – Offenses – Miscellaneous; Article I – In General; Section 16-33 – Failure to pay cite and release, is hereby amended to read as follows:

Sec. 16-33 – Failure to pay cite and release

(a) It shall be unlawful and a class C offense for any person charged with a violation of this Code and who, (1) having been arraigned and released on recognizance, and (2) fails to comply with the terms of a court financial obligations payment plan.

(b) If any person is found to have an outstanding failure to pay cite and release warrant in a jurisdiction outside of the City of Broken Arrow, the court in which such financial obligations are owed shall be notified.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this 19th day of August, 2025.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-1168, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3891; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3891

City of Broken Arrow

Request for Action

File #: 25-1169, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Consideration, discussion and possible adoption of Ordinance No. 3892, an ordinance amending Chapter 16 Offenses - Miscellaneous, Article I In General, by adding Section 16-34, Cost arrest warrant, to the Broken Arrow Code; repealing all ordinances to the contrary; and declaring an emergency

Background:

At the close of the 59th legislative session of the State of Oklahoma, changes were made to laws surrounding Court Cost Compliance. Before individuals can be arrested and jailed for failing to pay court fines and costs, they must be given the opportunity to request a Cost Hearing to determine their ability to pay such costs.

On November 21, 2023, the City adopted Ordinance No. 3812, enacting § 16-33, creating the new offense of Failure to pay cite and release. This offense applies when an individual has been previously set on a payment plan by the Court and has not yet been given the opportunity to request a Cost Hearing. Individuals that receive this citation are given a date to appear in Court and request a Cost Hearing. If the person does not request a hearing by the new date, the Court can then issue a Cost Arrest Warrant.

In addition, Section 16-34 addresses individuals who have been arraigned and released on their own recognizance. Section 16-34 makes it a separate offense for a person to fail to comply with the terms of a court financial obligations payment plan and fails to appear for a Cost Hearing or fails to contact the Broken Arrow Municipal Court within ten (10) days of being cited for Failure to Pay Cite and Release. This additional offense will enable the elimination of several handwritten citations as the City adopts the new citation system GEOSAFE.

Cost: No Cost

Funding Source: No Source

Requested By: City Manager's Office

Approved By: Trevor Dennis, City Attorney

Attachments: Ordinance No. 3892

Recommendation:
Approve Ordinance No. 3892 and approve the emergency clause

ORDINANCE NO. 3892

AN ORDINANCE AMENDING CHAPTER 16, OFFENSES – MISCELLANEOUS, ARTICLE I, IN GENERAL, BY ADDING SECTION 16-34, COST ARREST WARRANT, TO THE BROKEN ARROW CODE; REPEALING ALL ORDINANCES TO THE CONTRARY; AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

SECTION I. Broken Arrow Code Chapter 16 – Offenses – Miscellaneous; Article I – In General; Section 16-34 – Cost arrest warrant, is hereby enacted to read as follows:

Sec. 16-34 – Cost arrest warrant

It shall be unlawful and a class C offense for any person charged with a violation of this Code and who, having been arraigned and released on recognizance:

(1) fails to comply with the terms of a court financial obligations payment plan; and

(2) fails to appear at a cost hearing; or

(3) fails to contact the Broken Arrow Municipal Court within ten (10) days of being cited by a law enforcement officer with a Failure to Pay Cite and Release.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this 19th day of August, 2025.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-1170, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3892; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3892

City of Broken Arrow

Request for Action

File #: 25-1182, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:

Consideration, discussion and possible adoption of Ordinance No. 3893, an ordinance amending Chapter 16, Offenses - Miscellaneous, Article III, Offenses Against Property, of the Broken Arrow Municipal Code, to include the following sections: Section 16-69, Definitions; Section 16-70, Encampment in a public place or on private property prohibited; Section 16-71, Defenses to unlawful encampment in a public place or on private property; Section 16-72, Penalty; Section 16-73, Procedure for enforcement of this article; and Section 16-74, Protection of constitutional rights; and Sections 16-75 - 16-80; Reserved; and declaring an emergency

Background:
Briefly, the Encampments Ordinance will provide:

- Definitions for “encampment,” “encamp,” “durable medical equipment,” “heating device,” “public place,” and “verifiable permission.”

- Camping in a public place without the written or otherwise verifiable permission of an appropriate, authorized public officer, is prohibited and unlawful. The appropriate public officer is an authorized officer for the public entity owner, managing, or controlling the public place (or the City Council for City property).

- An exception to the listed public place camping prohibition to provide that it “shall not apply to an encampment located in a public place if the encampment has been authorized by statute, ordinance, rule, regulation, permit, resolution, executive order, or any other official action.”

- Camping on private property without the written or otherwise verifiable permission of the record owner or other person in lawful possession of such property is prohibited and unlawful.

- Affirmative defenses to a prosecution for unlawful encampment in a “public place” or on private property.

- A procedure for enforcement of the prohibition against encampments, with a required prior written warning and notice of the illegal encampment, along with a reasonable time for campers to comply with the warning and notice.

- The written warning required may be accompanied by written information regarding the availability of medical treatment, mental health treatment, drug or alcohol addiction services, or general social services (including temporary shelter, other housing services, and other services that might be available).

- Designation of a violation of the Encampments Ordinance as a Class "B" offense.

- A section expressly protecting constitutional rights: "No provision of this article may be construed or enforced in a manner that violates the legal rights of any person under the Constitution or statutes of the United States or the Constitution or statutes of the State of Oklahoma."

Cost: No Cost

Funding Source: No Source

Requested By: City Manager's Office

Approved By: Trevor Dennis, City Attorney

Attachments: Ordinance No. 3893

Recommendation:
Adopt Ordinance No. 3893 and approve the emergency clause.

ORDINANCE NO. 3893

AN ORDINANCE AMENDING CHAPTER 16, OFFENSES – MISCELLANEOUS, ARTICLE III, OFFENSES AGAINST PROPERTY, OF THE BROKEN ARROW MUNICIPAL CODE, TO INCLUDE THE FOLLOWING SECTIONS: SECTION 16-69, DEFINITIONS; SECTION 16-70, ENCAMPMENT IN A PUBLIC PLACE OR ON PRIVATE PROPERTY PROHIBITED; SECTION 16-71, DEFENSES TO UNLAWFUL ENCAMPMENT IN A PUBLIC PLACE OR ON PRIVATE PROPERTY; SECTION 16-72, PENALTY; SECTION 16-73, PROCEDURE FOR ENFORCEMENT OF THIS ARTICLE; AND SECTION 16-74, PROTECTION OF CONSTITUTIONAL RIGHTS; AND SECTIONS 16-75 - 16-80; RESERVED; AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

SECTION I. That Chapter 16 of the Broken Arrow Municipal Code is hereby amended to read as follows:

Sec. 16-69. Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

(a) *Durable medical equipment* means equipment customarily used for medical purposes, able to withstand repeated use, and generally not useful to a person in the absence of illness or injury. Non-exclusive examples include wheelchairs, canes, crutches, and portable oxygen tanks.

(b) *Encampment* or *encamp* means any one or more of the following conditions occurring in an outdoor place:

(1) The use of fabric, metal, cardboard, or other materials as a tent or other temporary structure for living accommodation purposes or human habitation; or

(2) The use of a heating device; or

(3) The accumulation of personal property (other than durable medical equipment) that would not fit in a container three feet high, three feet wide, and three feet deep.

(c) *Heating device* means a fire, stove, grill, heater, open flame, or other container or device capable of generating heat.

(d) *Public place* means an outdoor area located within the City of Broken Arrow that is owned, managed, or controlled by the City, a public school district, Tulsa County, the State of Oklahoma, or the Federal government, to which the public has access, including public rights-of-way, public parks, public streets, public sidewalks, public hiking trails, public biking trails, public transit facilities, public bridges, public underpasses, and public parking lots.

(e) *Verifiable permission* means a physical or electronic written invitation or license addressed to the person or entity present upon a public place or private property.

Sec. 16-70. Encampment in a public place or on private property prohibited.

(a) Encampment in a public place located within the City of Broken Arrow without the verifiable permission of the City Council, the City Manager, or their designee, or of an authorized officer of the specific public school district, Tulsa County, the State of Oklahoma, or the Federal government, as applicable based on which public entity owns, manages, or controls the public place, is prohibited and unlawful. The prohibition stated in this subsection (a) shall not apply to an encampment located in a public place if the encampment has been authorized by statute, ordinance, rule, regulation, permit, resolution, executive order, or any other official action.

(b) Encampment on private property without the verifiable permission of the record owner or other person in lawful possession of such property is prohibited and unlawful.

Sec. 16-71. Defenses to trespass and unlawful encampment in a public place or on private property.

(a) It is an affirmative defense to prosecution for a violation of Sections 16-62 or 16-70 of this Article that a person at the time of the violation:

(1) Had the verifiable permission of the City Council, City Manager, or their designee, or of an authorized officer of the specific public school district, Tulsa County, the State of Oklahoma, or the Federal government, as applicable based on which public entity owns, manages, or controls the public place, to encamp or otherwise be present in such public place; or

(2) Had the verifiable permission of the record property owner or the person in lawful possession of the private property to encamp or otherwise be present on such property; or

(3) An emergency or necessity reasonably required that person's presence in the public place or on the private property to prevent a different and greater or more significant and immediate harm to that person or someone else.

(b) Any person who raises the affirmative defense of having verifiable permission to encamp or otherwise be present in a public place or on private property, as allowed by subsections (a) and (b) of this section, must produce in court written proof of the verifiable permission or sworn testimony of the required public officer, record owner, or person in lawful possession of the private property that such verifiable permission existed at the time. It is no defense to a violation of this article that a person mistakenly, but in good faith, believed that they had permission, lawful authority, or a right to encamp on the public or private property.

Sec. 16-72. Penalty.

Any person convicted of violating Section 16-70 of this Article shall be guilty of a Class "B" offense.

Sec. 16-73. Procedure for enforcement of this Article.

(a) A police officer may issue a citation and/or make an arrest for a violation of Section 16-70 of this Article if, prior to issuing the citation or making the arrest:

(1) The officer has tendered a written warning to the person stating that a failure to comply with the City's prohibition against encampment may result in the issuance of a criminal citation and/or arrest, or a written notice has been posted in a clearly visible location at the encampment site; and

(2) The officer has provided a reasonable time for the person to comply with the prohibition, but the person has not complied.

(b) The written warning required by Subsection (a)(1) of this Section may be accompanied by written information regarding the availability of medical treatment, mental health treatment, drug or alcohol addiction services, or general social services, including temporary shelter, other housing services, and other services that may be available.

(c) The City shall have no obligation to maintain, protect from damage, or protect from theft any unattended personal property belonging to a person who is arrested for violating this Article.

Sec. 16-74. Protection of constitutional rights.

No provision of this Article may be construed or enforced in a manner that violates the legal rights of any person under the Constitution or statutes of the United States or the Constitution or statutes of the State of Oklahoma.

Sec. 16-75 – 16-80. Reserved.

SECTION II. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION III. Effective Date.

This ordinance shall take effect and be in full force from and after its passage and publication as required by law.

PASSED AND APPROVED and the emergency clause ruled upon separately this 19th day of August, 2025.

ATTEST: _____ MAYOR

_____
(Seal) CITY CLERK

APPROVED:

_____
CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-1183, **Version:** 1

Broken Arrow City Council
Meeting of: 08-19-2025

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3893; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3893.

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, ARMORY, LLC, an Oklahoma limited liability company, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in TULSA County, State of Oklahoma to wit:

SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the roadway improvements.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 28th day of July 2025.

ARMORY, LLC, an Oklahoma limited liability company

Dave Cocolin

By: Dave Cocolin, Manager

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

28th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of July, 2025, personally appeared DAVE COCOLIN, as Manager of Armory, LLC, an Oklahoma limited liability company, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael Spurgeon
Michael L. Spurgeon, City Manager

Attest:

Curtis Green
City Clerk

CITY OF BROKEN ARROW OKLAHOMA TULSA COUNTY

Engineer: ELR Date: 7/28/25
Project: ST23280 9th Street Roadway Improvements ~
New Orleans Street to Washington Street
Parcel 33.A

PARCEL 33.A
TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Southwest Quarter of the Northwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Northwest corner of said Southwest Quarter of the Northwest Quarter; thence a distance of 294.97 feet, on a bearing of S01°14'36"E, along the West line of said Southwest Quarter of the Northwest Quarter, said line being the basis of bearing; thence a distance of 67.50 feet, on a bearing of N88°45'24"E to a point on a line being 67.50 feet East of and parallel with said West line and a point on the North line of the parent tract, same point being the Point of Beginning; thence N88°45'24"E, along said North line, a distance of 2.50 feet to a point on a line being 70.00 feet East of and parallel with said West line; thence S01°14'36"E, along said parallel line, a distance of 60.15 feet; thence N88°45'24"E, perpendicular to said West line, a distance of 15.00 feet to a point on a line being 85.00 feet East of and parallel with said West line; thence S01°14'36"E, along said parallel line, a distance of 74.00 feet to a point on the South line of said parent tract; thence S88°45'24"W, along said South line, a distance of 17.50 feet to a point on a line being 67.50 feet East of and parallel with said West line; thence N01°14'36"W, along said parallel line, a distance of 134.15 feet to the Point of Beginning.

Said parcel of land containing 1,446 square feet, or 0.03 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on March 5th, 2025.

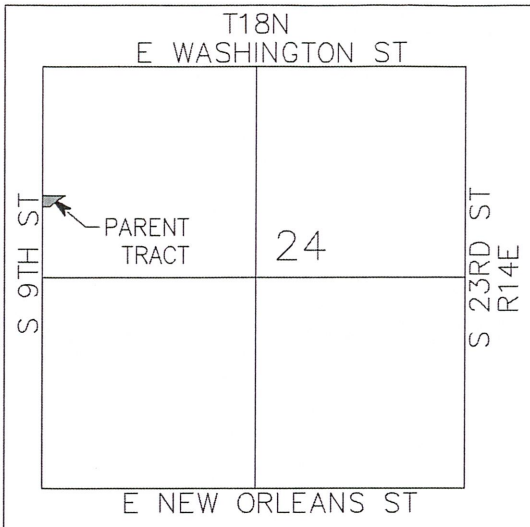
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 5th day of March 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.



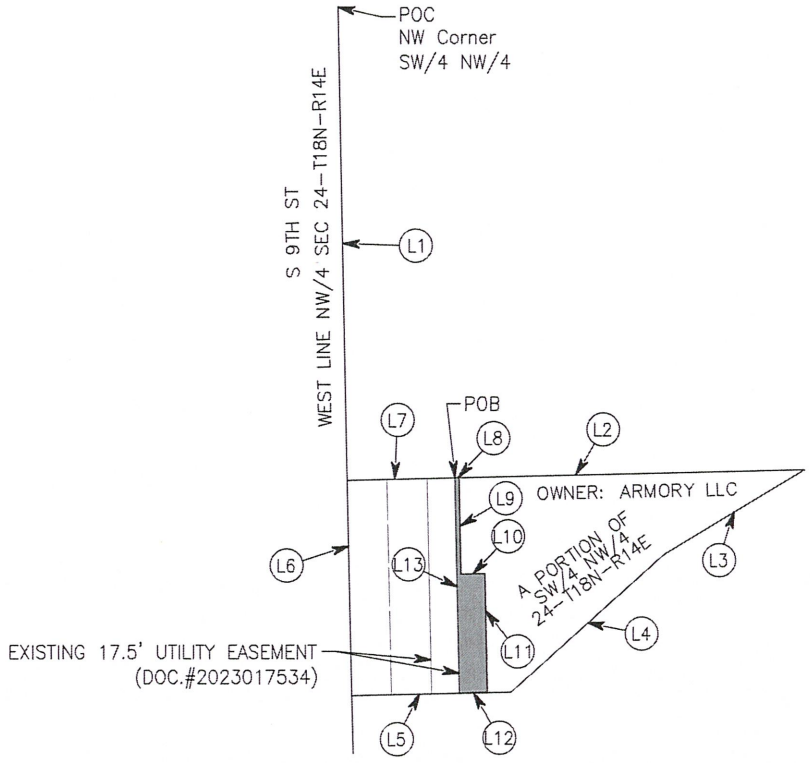


Parcel No.: 33.A Temporary Construction Easement
City Project No: ST23280

Tract Area	24,694	S.F.	0.57 Acres
Existing R/W	3,321	S.F.	0.08 Acres
Proposed R/W	3,387	S.F.	0.08 Acres
Rem in Tract	17,986	S.F.	0.41 Acres
Drainage Easement	0	S.F.	0.00 Acres
Utility Easement	0	S.F.	0.00 Acres
Temp Construction Easement	1,446	S.F.	0.03 Acres

1"=120'

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N01°14'36"W	294.97'	L8	N88°45'24"E	2.50'
L2	N88°45'24"E	286.68'	L9	S01°14'36"E	60.15'
L3	S59°08'17"W	102.07'	L10	N88°45'24"E	15.00'
L4	S48°14'20"W	128.84'	L11	S01°14'36"E	74.00'
L5	S88°45'24"W	100.00'	L12	S88°45'24"W	17.50'
L6	N01°14'36"W	134.15'	L13	N01°14'36"W	134.15'
L7	N88°45'24"E	67.50'			



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE WEST LINE OF THE NW/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST AS S01°14'36"E.

2. SEE PARCEL 33.A EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, ARMORY, LLC, an Oklahoma limited liability company, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in TULSA County, State of Oklahoma to wit:

SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the roadway improvements.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 28th day of July 2025.

ARMORY, LLC, an Oklahoma limited liability company

Dave Cocolin

By: Dave Cocolin, Manager

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

28th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of July, 2025, personally appeared DAVE COCOLIN, as Manager of Armory, LLC, an Oklahoma limited liability company, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael Spurgeon
Michael L. Spurgeon, City Manager

Attest:

Curtis Green
City Clerk

CITY OF BROKEN ARROW OKLAHOMA TULSA COUNTY

Engineer: ELR Date: 7/28/25
Project: ST23280 9th Street Roadway Improvements ~
New Orleans Street to Washington Street
Parcel 33.A

PARCEL 33.A
TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Southwest Quarter of the Northwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Northwest corner of said Southwest Quarter of the Northwest Quarter; thence a distance of 294.97 feet, on a bearing of S01°14'36"E, along the West line of said Southwest Quarter of the Northwest Quarter, said line being the basis of bearing; thence a distance of 67.50 feet, on a bearing of N88°45'24"E to a point on a line being 67.50 feet East of and parallel with said West line and a point on the North line of the parent tract, same point being the Point of Beginning; thence N88°45'24"E, along said North line, a distance of 2.50 feet to a point on a line being 70.00 feet East of and parallel with said West line; thence S01°14'36"E, along said parallel line, a distance of 60.15 feet; thence N88°45'24"E, perpendicular to said West line, a distance of 15.00 feet to a point on a line being 85.00 feet East of and parallel with said West line; thence S01°14'36"E, along said parallel line, a distance of 74.00 feet to a point on the South line of said parent tract; thence S88°45'24"W, along said South line, a distance of 17.50 feet to a point on a line being 67.50 feet East of and parallel with said West line; thence N01°14'36"W, along said parallel line, a distance of 134.15 feet to the Point of Beginning.

Said parcel of land containing 1,446 square feet, or 0.03 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on March 5th, 2025.

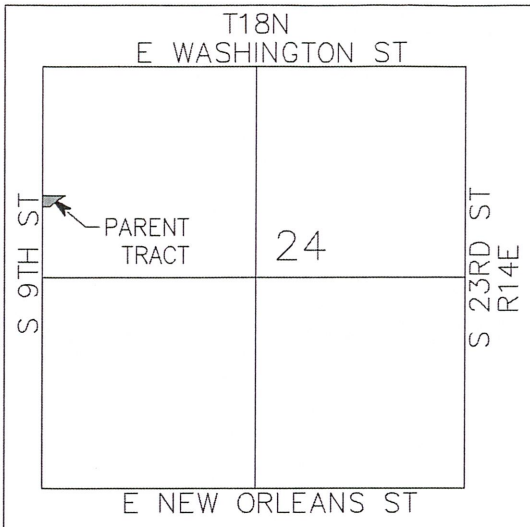
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 5th day of March 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.



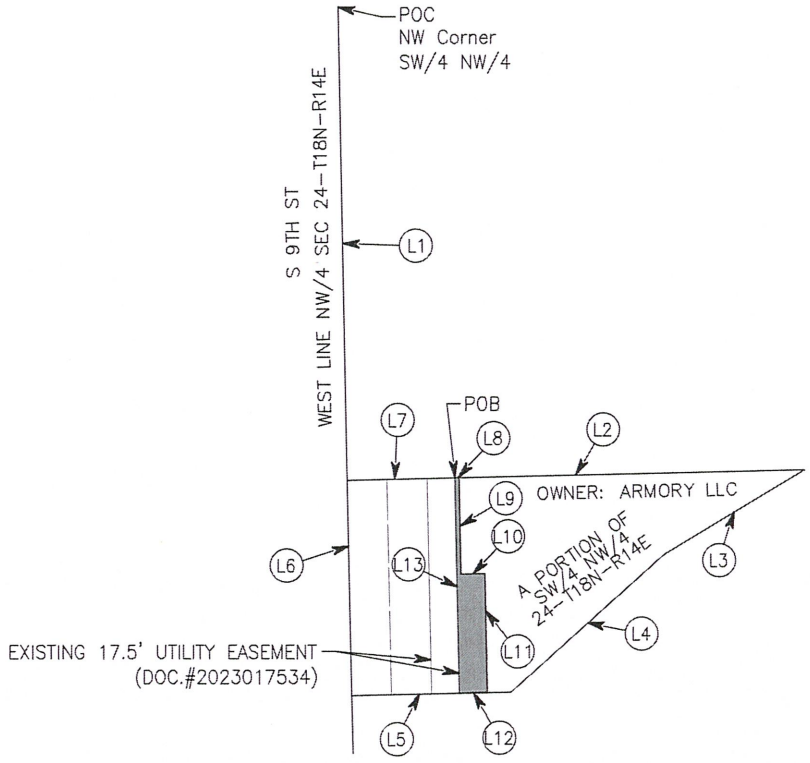


Parcel No.: 33.A Temporary Construction Easement
City Project No: ST23280

Tract Area	24,694	S.F.	0.57 Acres
Existing R/W	3,321	S.F.	0.08 Acres
Proposed R/W	3,387	S.F.	0.08 Acres
Rem in Tract	17,986	S.F.	0.41 Acres
Drainage Easement	0	S.F.	0.00 Acres
Utility Easement	0	S.F.	0.00 Acres
Temp Construction Easement	1,446	S.F.	0.03 Acres

1"=120'

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N01°14'36"W	294.97'	L8	N88°45'24"E	2.50'
L2	N88°45'24"E	286.68'	L9	S01°14'36"E	60.15'
L3	S59°08'17"W	102.07'	L10	N88°45'24"E	15.00'
L4	S48°14'20"W	128.84'	L11	S01°14'36"E	74.00'
L5	S88°45'24"W	100.00'	L12	S88°45'24"W	17.50'
L6	N01°14'36"W	134.15'	L13	N01°14'36"W	134.15'
L7	N88°45'24"E	67.50'			



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE WEST LINE OF THE NW/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST AS S01°14'36"E.

2. SEE PARCEL 33.A EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

AGREEMENT SUMMARY
CITY OF BROKEN ARROW
STONE RIDGE TOWN CENTER DRAINAGE IMPROVEMENTS
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. SW1910

Agenda Item 25-1129

1.0 Professional Consulting Firm:

1.1	Name:	Freese and Nichols, Inc.
1.2	Telephone No.:	539.444.8677
1.3	Address:	5100 E. Skelly Dr., Suite 602 Tulsa, OK 74135

2.0 Project Name/Location: Stone Ridge Town Center Drainage Improvements, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare hydrology and hydraulics modeling and memo of Stone Ridge Town Center near 1754 E Albany Street, Broken Arrow, OK. These documents shall include, but not be limited to, the following: HEC-RAS model version 6.6 and technical memorandum of findings.

4.0 Agreement Summary:

4.1	Modeling and Technical Memorandum Fees	$ 41,965.00
	TOTAL AGREEMENT AMOUNT	$ 41,965.00
4.2	Agreement Time:	70 calendar days
4.3	Estimated Construction Cost:	$ 0.00

5.0 Agreement Approved by the Owner on: _____ 2025

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
FREESE AND NICHOLS, INC.
FOR
STONE RIDGE TOWN CENTER DRAINAGE IMRPOVEMENTS
PROJECT SW1910

Agenda Item 25-1129

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

W I T N E S S E T H:

WHEREAS, OWNER intends to provide drainage improvements at Stone Ridge Town Center at W. Albany St. and S. Elm Ave. (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

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

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

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

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

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

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

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction

of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

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

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 15 - TERMINATION

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

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

ARTICLE 16 - DELAY IN PERFORMANCE

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

authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

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

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

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

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

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

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

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

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

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

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

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

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

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

ARTICLE 25 - COMMUNICATIONS

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

OWNER:
City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Charlie Bright, P.E.
Director of Engineering and Construction

CONSULTANT:
Freese and Nichols, Inc.
5100 E. Skelly Dr., Suite 602
Tulsa, OK 74135
539.444.8677

Contact: Austin Dugger, P.E.
Project Manager

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

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

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: 8/6/25

CONSULTANT:
Freese and Nichols, Inc.

By: _____
Clay Herndon, P.E., Principal & Vice President

Date: 8/4/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: Curtis Green
City Clerk [Seal]

Date: 8/7/2025

Attest: _____
Jennifer Wasinger, Principal

Date: 8/4/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Oklahoma)

Before me, a Notary Public, on this 4 day of August, 2025, personally appeared William C. Herndon, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Freese and Nichols, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
3-21-2026

RICCI REDING
Notary Public
State of Oklahoma
Commission #18002873
Comm. Expires 03-21-2026

Notary Public

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
FREESE AND NICHOLS, INC.
FOR
STONE RIDGE TOWN CENTER DRAINAGE IMPROVEMENTS
PROJECT SW1910

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the day of August 19, , 2025.

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services for modeling services for two detention ponds to be constructed in series, including associated outfalls. One of the outfalls will cross underneath a state highway. The primary objective is to reduce the footprint of the more southern pond. A key component of this effort will be hydraulic modeling and analysis to support footprint reduction and design optimization. These documents shall include, but not be limited to, the following: drainage analysis and technical memorandum supporting the intent of the design.

1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Assumptions and Limitations:

- CONSULTANT shall not be responsible for the accuracy, completeness, or suitability of any design documents, models, reports, data, or analyses prepared by others. Any such materials used or referenced by the Consultant will be done so solely as reference information, and the Consultant shall not be liable for any deficiencies, errors, or omissions contained therein.
- Where feasible, the CONSULTANT may incorporate or reference prior work provided by the Owner or a previous consultant. The CONSULTANT will perform a limited review to determine the usability of such materials but shall not be responsible for independently verifying their accuracy or completeness unless specifically stated in the scope of services. Reuse of prior design elements will not imply endorsement or acceptance of liability for the underlying assumptions, calculations, or conclusions in such work. OWNER to notify previous consultant.
- No part of this work shall be construed to constitute a certification, validation, or adoption of previous design or engineering work. The

CONSULTANT's liability shall extend only to new design elements and modifications directly prepared by the Consultant as described in the Scope of Services.

- The CONSULTANT assumes that all background information provided by the Owner—including previous design drawings, models, and reports—is current, accurate, and complete. The CONSULTANT shall not be liable for errors, delays, or additional costs arising from inaccurate or incomplete data provided by others.

2.0 PROJECT SCOPE

CONSULTANT shall provide modeling and analysis, services for two detention ponds and their outfalls (Package B and C from Cowan Group Engineering plans dated 4/22/2021), with use of hydraulic and hydrologic modeling utilizing HEC-RAS 2D. It is assumed topographic survey, geotechnical investigations, permitting, utility coordination, design, bid and construction phase support are excluded.

CONSULTANT shall provide consulting services as follows:

- Review and utilize available background data including previous plan sets, existing models, GIS data, and other documentation.
- Develop and refine HEC-RAS 2D models to evaluate existing and proposed condition and report creation
- Coordinate with OWNER at key project milestones.
- Perform internal QA/QC on all deliverables.

3.0 SCOPE OF SERVICES

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

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

3.1.2 Routine project controls Includes administration of contract, prepare invoices and progress reports, maintain project schedule, on-going management and coordination of FNI task leads and subconsultants, and coordinate with grant administrator, if applicable.

3.1.3. Quality Assurance/Quality Control (QA/QC) – Implement quality review program and perform QA/QC activities for internal and subconsultant deliverables. FNI shall engage senior staff to perform detailed QA/QC reviews of the design and supporting documents, including all models and reports.

3.1.4 Meet with the Owner (total 2 virtual meetings) to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.

3.2 CONCEPTUAL ANALYSIS AND DESIGN

3.2.1 Review previous design plans and background data, including any 2D modeling, to understand existing conditions.

3.2.2 Develop proposed conditions and ultimate conditions HEC-RAS 2D models. Consultant will:

- Integrate topographic data from provided sources.
- Delineate pond footprints and outfall locations.
- Adjust model parameters (e.g., roughness, boundary conditions) to reflect proposed and ultimate scenarios.
- Develop maps that show the extent of the 100-year floodplain for comparison to both pre-project and post-project conditions.
- Conduct sensitivity analysis to evaluate pond sizing and outfall conveyance.
- Identify and analyze up to two (2) design alternatives.

3.2.4 Prepare a technical memorandum summarizing the HEC-RAS 2D modeling results, alternatives considered, key assumptions, and preliminary recommendations.

3.2.5 Attend one (1) virtual meeting with the OWNER to present the alternatives and discuss next steps

3.2.6 Incorporate one round of OWNER comments into the final conceptual alternatives memorandum.

3.8.6 Additional Services not included in this scope:

- Clean Water Act Section 404 Individual Permit
- Section 404 Mitigation Plan
- Phase I Environmental Site Assessment
- Federally listed Threatened/Endangered Species presence/absence survey
- Additional survey will not be included. Will use existing survey data provided by previous engineering documents
- Design Phase
- Construction Documents

3.7 EXCLUSIONS

The following services are not included:

- Land survey or supplemental topographic data collection
- Permitting – Environmental or ODOT,
- Geotechnical investigation

- Design Services
- Construction phase services

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ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
FREESE AND NICHOLS, INC (CONSULTANT)
FOR
STONE RIDGE TOWN CENTER DRAINAGE IMPROVEMENTS
PROJECT SW1910

SUBMITTAL DOCUMENTS

The following Attachment B and shall be made a part of the AGREEMENT dated the 19 day of August, 2025.

1.0 DOCUMENTS FOR STONE RIDGE TOWN CENTER DRAINAGE IMPROVEMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

1.0.1 Conceptual H&H Modeling Technical Memorandum

ATTACHMENT C
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
FREESE AND NICHOLS, INC (CONSULTANT)
FOR
STONE RIDGE TOWN CENTER DRAINAGE IMPROVEMENTS
PROJECT SW1910

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the 19 day of August, 2025.

1.0 OWNER'S RESPONSIBILITIES

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

1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above ground for exact location; SUE not included.

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

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

1.5 OWNER shall be responsible for all utility coordination, including communication with utility providers, resolving potential conflicts, and ensuring utility relocations or adjustments are addressed in a timely manner to avoid delays to the PROJECT.

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW/BROKEN ARROW MUNICIPAL AUTHORITY (OWNER)
AND
FREESE AND NICHOLS, INC (CONSULTANT)
FOR
STONE RIDGE TOWN CENTER DRAINAGE IMPROVEMENTS
PROJECT SW1910

COMPENSATION AND ADDITIONAL SERVICES

The following compensation shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the 19 day of August, 2025.

1.0 BASIC COMPENSATION

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

1.1. Conceptual Analysis and Technical Memorandum: Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $ 41,965.00 for the completion of the Conceptual Analysis and Technical Memorandum. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2.0 ADDITIONAL SERVICES BASED ON TIME

No additional services anticipated

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

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

ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
FREESE AND NICHOLS, INC.
FOR
STONE RIDGE TOWN CENTER DRAINAGE IMPROVEMENTS
Project SW1910

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 19 day of August, 2025.

1.0 CONCEPTUAL ANALYSIS AND TECHNICAL MEMORANDUM

1.1 Notice to Proceed: TBD
1.2 Modeling and Analysis: 35 Calendar Days from NTP
1.3 Owner Review: 14 Calendar days from Conceptual Plan submittal
1.4 Meeting to Discuss Results: 7 Calendar days from Owner Review
1.5 Address comments and deliver final memorandum: 14 days from Meeting to Discuss results

City of Broken Arrow Stone Ridge Drainage Improvments 8/4/2025 Detailed Cost Breakdown	Project Fee Summary		
	Basic Services	$	41,965
	Special Services	$	-
	Total Project	$	41,965

Tasks				Labor							Expenses			Total
BST Task (for Project Setup)	Basic or Special	Task	Task Description	Austin Dugger PM $217	Alyssa Laurel Production/APM $153	Jay Scanlon SA $352	Kalo Farmer QC $301	Tricia Hatley QA $464	Total Hours	Total Labor Effort	Tech Charge	Total Expense Effort	Total Sub Effort	Total Effort
										$ -	-	$ -	$ -	$ -
	Basic		**Project Management**							$ -	-	$ -	$ -	$ -
	Basic		Internal kickoff meeting	2	2	2			6	$ 1,500	6	$ 51	$ -	$ 1,551
	Basic		External kickoff meeting	2	2				4	$ 769	4	$ 34	$ -	$ 803
	Basic		Periodic internal meetings							$ -	-	$ -	$ -	$ -
	Basic		Periodic client meetings	2	2				4	$ 769	4	$ 34	$ -	$ 803
	Basic		External stakeholder meetings							$ -	-	$ -	$ -	$ -
	Basic		Maintain and monitor scope / schedule / budget	5					5	$ 1,127	5	$ 43	$ -	$ 1,169
	Basic		One Page Reports / Periodic client communications		4				4	$ 636	4	$ 34	$ -	$ 670
	Basic		Corporate Support (Scheduler)							$ -	-	$ -	$ -	$ -
	Basic		Corporate Support (Operations Analyst, Accounting Specialist, Contract Administrator)							$ -	-	$ -	$ -	$ -
	Basic		Project hours charged to OFFXX050							$ -	-	$ -	$ -	$ -
	Basic		Project Closeout	2					2	$ 451	2	$ 17	$ -	$ 468
										$ -	-	$ -	$ -	$ -
	Basic		**Quality Management**							$ -	-	$ -	$ -	$ -
	Basic		Develop quality management plan	3					3	$ 676	3	$ 26	$ -	$ 702
	Basic		Senior Advisor			6			6	$ 2,195	6	$ 51	$ -	$ 2,246
	Basic		Quality Control reviews				16		16	$ 5,006	16	$ 136	$ -	$ 5,142
	Basic		Quality Assurance reviews	1				1	2	$ 707	2	$ 17	$ -	$ 724
	Basic		Constructability reviews							$ -	-	$ -	$ -	$ -
										$ -	-	$ -	$ -	$ -
	Basic		**Modelin Analysis and Report**							$ -	-	$ -	$ -	$ -
	Basic		Data Collection	4					4	$ 902	4	$ 34	$ -	$ 936
	Basic		H&H 2D RAS Modeling And Report	72	40				112	$ 22,588	112	$ 952	$ -	$ 23,540
	Basic		Address Comments and Finalize Report	8	8				16	$ 3,075	16	$ 136	$ -	$ 3,211
			Total Hours / Quantity	101	58	8	16	1	184		184			
			Total Effort	$ 22,764	$ 9,222	$ 2,927	$ 5,006	$ 482		$ 40,401	$ 1,564	$ 1,564	$ -	$ 41,965

COMPENSATION

Compensation to FNI for Basic Services in Attachment A shall be the lump sum of Forty one thousand Nine Hundred Sixty Five Dollars ($41,965).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment A, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

	Hourly Rate	
Position	**Min**	**Max**
Professional 1	88	175
Professional 2	118	191
Professional 3	134	292
Professional 4	155	319
Professional 5	228	346
Professional 6	232	429
Construction Manager 1	114	161
Construction Manager 2	118	198
Construction Manager 3	148	198
Construction Manager 4	171	258
Construction Manager 5	205	302
Construction Manager 6	272	359
Construction Representative 1	78	91
Construction Representative 2	91	118
Construction Representative 3	124	188
Construction Representative 4	124	188
CAD Technician/Designer 1	84	121
CAD Technician/Designer 2	101	198
CAD Technician/Designer 3	131	252
Corporate Project Support 1	71	158
Corporate Project Support 2	81	232
Corporate Project Support 3	101	335
Intern / Coop	54	94

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)	$75
Pressure Data Logger (each)	$500
Water Quality Meter (per day)	$100
Microscope (each)	$150
Ultrasonic Thickness Guage (per day	$275
Coating Inspection Kit (per day)	$275
Flushing / Cfactor (each)	$500
Backpack Electrofisher (each)	$1,000

	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2024.

335022024

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
LIBERTY TRAIL RETAINING WALL
PROJECT NUMBER: SW26050

1. PROFESSIONAL SERVICE PROVIDER:

a. Name: Building & Earth

b. Telephone No.: 918.439.9005

c. Address: 1403 South 70th East Ave, Tulsa, OK 74112

2. PROJECT TITLE AND LOCATION: BROKEN ARROW LIBERTY TRAIL RETAINING WALL BETWEEN S ASPEN AVE AND S ELM PL, NORTH OF THE CREEK TURN PIKE.

3. Contract for: Providing professional geotechnical survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing geotechnical engineering services 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 with lump sum payments and the total compensation under this contract is Not to Exceed Nine Thousand Four Hundred Seventy Five and No/100 ($9,475.00) 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 Thirty (30) 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. 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

11. 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.

12. 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.

13. 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.

14. 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:

By: Michael Spurgeon
Michael Spurgeon, City Manager
Date: 7/31/2025

Attest:
Lisa Blackford
City Clerk [Seal]

Date: 7/31/2025

Professional Service Provider:
Building & Earth

By:
Name: Marco Silvestre
Title: Principal
Date: July 31, 2025

Attest:
By:
Name: Spencer Harris
Title: Assistant Branch Manager

Date: July 31, 2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County ~~of Tulsa~~ Rogers)

Before me, a Notary Public, on this 31 day of July 2025, personally appeared Marco Silvestre, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of Building & Earth 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.

Notary Public

TERI SHARLYCE COCHRAN
Notary Public
State of Oklahoma
Commission #11009457
My Comm. Expires October 18, 2027

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
LIBERTY TRAIL RETAINING WALL
PROJECT NUMBER: SW26050

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Geotechnical Surveying and Related Support Services associated with Broken Arrow Liberty Trail Retaining Wall between S Aspen Ave and S Elm Pl, north of the creek turn pike. Services performed to include 4 bores, and 2 hand augers, lab testing, and a full Geotechnical Analysis and Report. 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 geotechnical site reconnaissance and subsurface exploration. There will be seven (7) test borings: four (4) track mounted drill rig borings B-01 through B-04, and two (2) hand auger borings HA-01 and HA-02 (see Appendix 1 for locations). B-01 through B-03 will be drilled to a depth of 15 feet below top of pavement, B-04 will be drilled to a depth of 20 feet below the ground surface. HA-01 and HA-02 will be drilled to depths of about 5 to 8 feet. All boring will be drilled to planned depth, or auger refusal, whichever occurs first. Borings B-01 through B-04 will have samples collected using Standard Penetration Testing (SPT). Four samples will be taken in the upper 10 fee of each boring, followed by 5-foot sampling intervals. When cohesive soils are encountered, relatively undisturbed Shelby tube samples will be collected at various depths for laboratory testing a the discretion of the geotechnical engineer. Kessler DCP testing will be performed at HA-01 and HA-02 to estimate the in-place shear strength of the materials retained by the wall system. Disturbed samples will be collected from the follow bucket of the hand auger at regular depth intervals not to exceed 1.5 feet. Depending on the type of materials encountered in the hand auger borings, Shelby tube samples will be collected a select depth.

3.2 Laboratory analysis will include Atterberg limits, sieve analysis (wash #200), and particle size gradation to define the index properties of selected soil samples and natural soil moisture

content test. Three (3) Unconfined compression and two (2) direct shear tests will be performed on relatively undisturbed portions of Shelby tube samples to determine the shear strength soil parameters values. These tests will be performed by TRI Environmental in Austin Texas. If the Shelby tube is deemed untestable there will be a credit of $100 for each Soil Unconfined Compressive Strength test, and $700 for each Direct Shear test not performed.

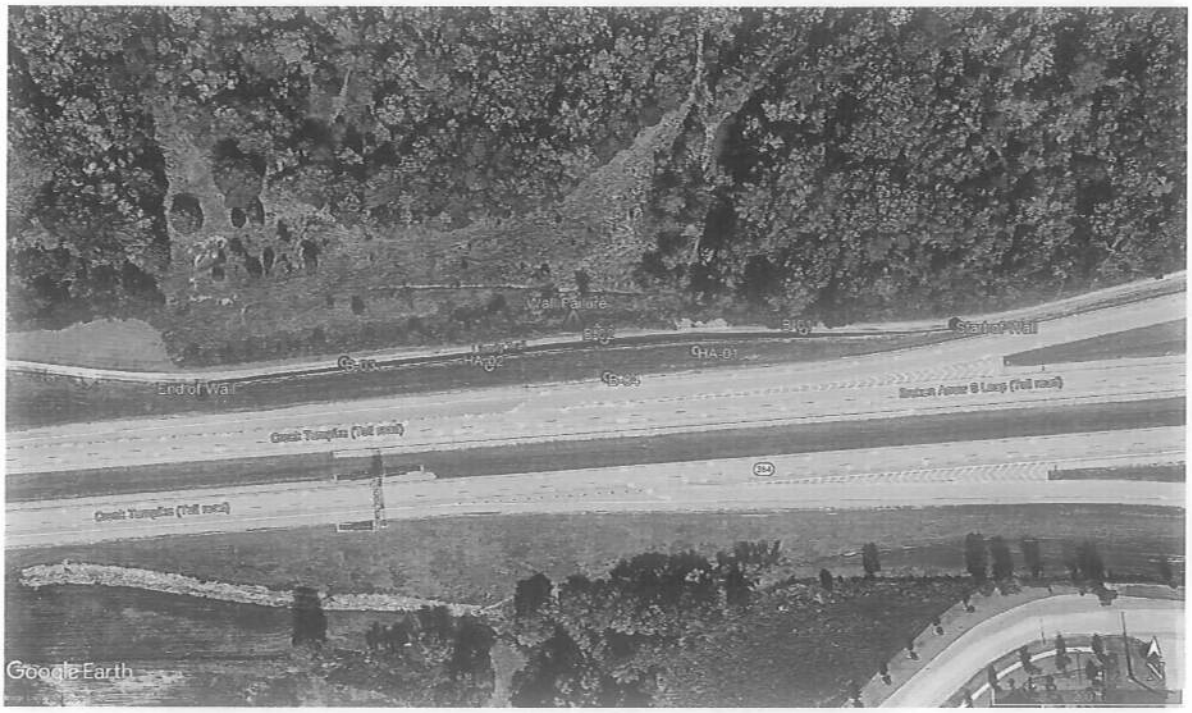
3.3 Geotechnical Analysis and Report will include the summary of existing surface conditions; a description of the subsurface conditions encountered at boring locations; a description of the groundwater conditions observed in the boreholes during drilling. Long-term monitoring is not included in this proposal; presentation of laboratory test results; site preparation considerations, including material types to be expected at the site, treatment of any encountered unsuitable soils, excavation considerations, and surface drainage; recommended allowable bearing capacity for the subsurface materials encountered below the toe of the retaining wall system; recommendations to be used for design and construction of a new segmental retaining wall, including shear strength parameter values (soil density, undrained shear strength, and angle of internal friction) for materials encountered in the foundation and retained zones of the wall system, and subsurface drainage provisions; presentation of expected total and differential settlements, and recommendations to reduce the expected movements, if appropriate; A global slope stability analysis will be evaluated for the tall section of the wall using subsurface conditions encountered in Borings B-02, HA-02, and B-04; Compaction requirements and recommended criteria to establish suitable material for structural backfill.

3.4 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
PROFESSIONAL SERVICES AGREEMENT
LIBERTY TRAIL RETAINING WALL
PROJECT NUMBER: SW26050

APPENDIX 1



CITY OF BROKEN ARROW
Where opportunity lives

Public Contract Application for Contractual Changes

Contract Change Order #2

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Project Name: Concrete Panel Replacement Turtle Creek 2 | Project Number: ST23030

PO Number: 22501660 | Date of Application: Friday, July 25, 2025

Contractor: Gober Construction | Submitted By: 7/25/2025

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) Additional Driveways, Concrete panels, storm inlet and moved a fire hydrant. See Attached explanation letter.
2)

Change in Contractual Project Time:

1)
2)

Plan Sheets or Additional Documents Attached: ☑ Yes ☐ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
1		Rem & Repl concrete pavement	SY	$ 41.00	247	$ 10,127.00
2		Full Depth PCC patching	SY	$ 325.00	12	$ 3,900.00
3		Rem & Repl Concrete barrier curb	LF	$ 35.00	60	$ 2,100.00
4		Rem & Replace sidewalk	SY	$ 140.00	12	$ 1,680.00
5		Rem & Replace 6" Driveway (HES)	SY	$ 150.00	84	$ 12,600.00
6		Remove & Replace Inlet with CICI des 2A	EA	$ 6,500.00	2	$ 13,000.00
7		subgrade method B	SY	$ 5.00	247	$ 1,235.00
8		Aggregate Base Ttype A	CY	$ 45.00	39	$ 1,755.00
9		Seperator fabric	SY	$ 1.50	323	$ 484.50
10		Fire Hydrant Relocation	EA	$ 1.00	4,500	$ 4,500.00
11						$ -
					Total Change Cost:	$ 51,381.50

Summary of Project Costs

Total Previous Change Orders:	$6,000.00	Original Contract Amount:	$525,489.00
Current Change Order:	$ 51,381.50	Amended Contract Amount:	$582,870.50
Total Cost of Change Orders:	$ 57,381.50	Percent Change in Contract:	10.92%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 2 in the sum of: $ 51,381.50 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Salvador Velazquez	Salvador Velazquez-Esparza	7/28/25
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	8/5/2025
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	8/6/2025
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	8/6/2025
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____ City Clerk: _____

Turtle Creek Phase 2

Explanation of Change order # 2

First, several driveways had existing cracks and were already deteriorated. When we removed the panels in front of these driveways, the driveways broke further, necessitating their complete replacement to ensure safety and durability.

Second, at the corner of Louisville and Aspen Ct, water had been ponding for years—a problem confirmed by Turtle Creek residents and the HOA president. To resolve this, we had to remove additional panels to improve drainage and prevent water accumulation. This was discussed at the public meeting and at our pre-work.

There was also a storm inlet that was old and deteriorated and it caused a safety hazard for drivers and it had to be replaced.

Lastly, there was a fire hydrant located right in the middle of a sidewalk. To make the sidewalk compliant with ADA standards, we had to relocate the hydrant southward to clear the path.

These unforeseen issues made the change order unavoidable. We appreciate your understanding and support as we work to deliver a safe and compliant project.

Best regards,
Renato Ochoa
Contract administrator
Rochoa@brokenarrowok.gov