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, March 24, 2026 **6:30 PM** **Council Chambers**
220 South 1st Street
Broken Arrow, OK

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

A.	26-6	Approval of the City Council Minutes of March 03, 2026
B.	26-422	Approval of the City Council Special Meeting Minutes of March 3, 2026
C.	26-411	Approval of the Special City Council Minutes of May 16, 2023, and the Special Joint Meeting of Broken Arrow City Council, Broken Arrow Municipal Authority, and Broken Arrow Economic Development Authority of May 22, 2025
D.	26-390	Acceptance of Planning Commission meeting minutes of February 12, 2026
E.	26-408	Acceptance of Planning Commission meeting minutes of February 26, 2026
F.	26-369	Acceptance of Drainage Advisory Committee meeting minutes of November 3, 2025
G.	26-379	Approval of and authorization to execute a Proclamation declaring the week of March 23, 2026 Arbor Week

H.	26-425	Approval of and authorization to execute a Proclamation declaring April 22, 2026, as Earth Day, and the month of April, 2026 as Earth Month in the City of Broken Arrow and encourage our citizens to participate in activities such as recycling, reducing, reusing, replanting, and restoring our communities and the planet
I.	26-357	Approval of and authorization to execute a professional Consultant Agreement with Cowan Group Engineering for the design of the Operations Center Site Improvements Project (Project No. 2217090)
J.	26-356	Approval of and authorization to execute Agreement, Gas Facilities Relocation, between Oklahoma Natural Gas and the City of Broken Arrow, for North Olive Avenue, between West Kenosha Street and West Albany Street (Project Number ST1710 - South Phase)
K.	26-391	Notification of City Manager's execution of an Agreement with the Broken Arrow Chamber of Commerce for advertising, promotion, and marketing of the Rooster Days Festival for an amount not to exceed $20,000
L.	26-384	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
M.	26-428	Approval of and authorization to purchase one (1) ZD1211-3-60 Zero Turn Mower from Stewart Martin Kubota of Broken Arrow, pursuant to the Sourcewell purchasing contract quote#2943965 for Battle Creek Golf Course
N.	26-434	Approval of and authorization to execute an agreement between the City of Broken Arrow and Tulsa Technology Center to provide training services for employees
O.	26-418	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, 2027
P.	26-358	Acceptance of the Drainage Advisory Committee’s recommendation to approve expenditure of 2018 General Obligation Bond funds to design drainage design improvements from 3729 South 195th East Avenue to East 37th Court South
Q.	26-359	Acceptance of the Drainage Advisory committee recommendation to close project Freeport and Cedar and return the $19,785.50 of the 2018 General Obligation Bond funds to the appropriate basin. Original Agenda Item Number 25-1069

R. 26-360 Acceptance of the Drainage Advisory Committee recommendation to close project NEEDA Study and return the $1,000.00 of the 2018 General Obligation Bond funds to the appropriate basin. Original Agenda Item Number 24-1014

S. 26-361 Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to finalize the plans and for construction funds to reconstruct the weir structure in the Park at Adams Creek Reserve F to mitigate stormwater flows and possibly construct storm sewer improvements on East Seattle Court

T. 26-363 Acceptance of the Drainage Advisory Committee's recommendation to approve the reallocation of 2018 General Obligation Bond funds from design to construction funds for drainage improvements in the South Fork Estates subdivision

U. 26-364 Acceptance of the Drainage Advisory Committee's recommendation to reject the expenditure of 2018 General Obligation Bond funds for drainage improvements in the Westwind Subdivision

V. 26-365 Acceptance of the Drainage Advisory Committee recommendation to close project Woodcreek II Improvements and return the $40,000.00 of the 2018 General Obligation Bond funds to the appropriate basin. Original Agenda Item Number 23-1366

W. 26-366 Acceptance of the Drainage Advisory Committee recommendation to close project Zogg Channel and return the $28,400.00 of the 2018 General Obligation Bond funds to the appropriate basin. Original Agenda Item Number 24-561

X. 26-417 Approval of and authorization to execute Change Order No. 1 with Cherokee Pride Construction, Inc. for the College Addition Phase 1 (ST24170)

Y. 26-394 Approval of and authorization to execute Change Order No. 7, final reconciliatory, with Becco Contractors, Inc., for Oklahoma Department of Transportation project # STP-272F(367)IG, JP# 33955(04) (City of Broken Arrow project # ST1411, Albany Street Widening from 9th Street to 23rd Street)

Z. 26-421 Approval of and authorization to execute Agreement for Professional Consulting Services with Cross Timbers Consulting for the design of drainage improvement plans in the Tucson Village II Subdivision (Project Number SW26200)

AA. 26-402 Approval of PR-000895-2025 | PT-002596-2025, Conditional Final Plat, Brook Chase Phase V, 18.56 acres, 86 proposed lots, AG (Agricultural) to RS-4 (Single Family Residential) via BAZ-2074, located one-half mile north of Washington Street (91st Street), one-half mile west of 23rd Street (193rd E. Avenue/County Line Road)

AB. 26-432 Approval of PT-002629-2025|PR-000089-2022, Conditional Final Plat, The Enclave at Southern Trails, 20.49 acres, 3 lots, CM (Community Mixed-Use), RM (Residential Multi-family), & CG (Commercial General) via BAZ-000012-2022 and PUD-000126-2022, located south of New Orleans Street (101st Street) and east of Olive Avenue (129th Avenue)

AC. 26-438 Approval of PR-000910-2026 | PT-002655-2026, Conditional Final Plat, Brook Chase Phase VI, 25.94 acres, 92 proposed lots, AG (Agricultural) to RS-4 (Single Family Residential) via BAZ-2074, located one-half mile north of Washington Street (91st Street), one-half mile west of 23rd Street (193rd E. Avenue/County Line Road)

AD. 26-406 Approval of and authorization to execute Agreement, Gas Facilities Relocation, between Oklahoma Natural Gas and the City of Broken Arrow, for North Olive Avenue, between West Kenosha Street and West Albany Street (Project Number ST1710 - North Phase)

AE. 26-416 Approval of and authorization to execute Pipeline Crossing Agreement between Union Pacific Railroad (UPRR) and the City of Broken Arrow, for a license to construct, maintain and operate a waterline across UPRR property and track for the 9th Street Widening from Washington Street to Houston Street project (ST2027) for payment of the license fee

AF. 26-407 Acceptance of a Utility Easement for Parcel 26.0, consisting of 2,168.92 square feet of utility easement located at 9645 South 193rd East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from Mary L. McCullah and Lisa Simpson, and authorization of payment in the amount of $4,600.00 for the County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcel 26.0 (Project No. 2154250)

AG. 26-409 Approval of and authorization to renew the Blue Zoo subscription

AH. 26-410 Approval of and authorization to execute Amendment 3 to Agreement for Professional Consulting Services with Kimley-Horn and Associates, Inc. for Residential Streets Concrete Panel Replacement (Project Number 2352120)

AI. 26-412 Ratification of the Claims List Check Register Dated March 16, 2026

6. Consideration of Items Removed from Consent Agenda

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

A. 26-271 Approval of and authorization to execute a Proclamation declaring April 2026 as Autism Awareness and Acceptance Month in the City of Broken Arrow

B. 26-376 Approval of and authorization to execute a Proclamation declaring the week of April 12-18, 2026, as National Telecommunicators Week

C. 26-415 Presentation regarding road closure of Houston Street from S. 1st Street to S. 6th Street in association with the Old Town Waterline Improvements (Project No. 2254401)

D. 26-403 Presentation, consideration, and acceptance of the City of Broken Arrow Annual Financial Statements for Fiscal Year 2024-2025

E. 26-87 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. 26-355 Consideration, discussion, and possible action for approval of and authorization to award to the lowest responsible bidder, Builder's Unlimited, Inc., authorization to execute a construction contract for the Kenosha Sidewalk Project (ST23290) and approve and authorize a project transfer from ST26080 to ST23290

B. 26-424 Consideration, discussion, and possible approval of and authorization to execute and publish a Notice of Availability of Annual Audit for Fiscal Year 2024-2025

C. 26-436 Consideration, discussion, and possible approval PUD-002644-2026 (Planned Unit Development), Elysian Fields III, a major amendment to PUD-306, 53.55 acres, AG (Agricultural) to RS-P (Single Family Residential - Preservation) & PUD-306 via BAZ-2050, located at the southeast corner of Tucson Street (121st Street) and Garnett Road (113th E. Avenue)

D. 26-442 Consideration, discussion, and possible approval of the appointment or reappointment of a member to the City of Broken Arrow Board of Adjustment for a term to expire May 1, 2028

E. 26-433 Consideration, discussion, and possible modification to Request to Appear Forms and Guidelines for City Council meetings and all other City Boards and Commissions meetings adopted by City Council on February 6, 2018, as modified on April 20, 2021, including but not limited to consolidation of the Guidelines providing for a single set to apply to both City Council meetings as well as to meetings of Boards and Commissions; providing for cancelation or suspension of public comment periods; and setting forth criteria to be considered when canceling or suspending public comment periods

10. Preview Ordinances

A. 26-423 Consideration, discussion and possible preview of Ordinance No. 3905 Amending Chapter 7, an ordinance amending Chapter 7, Article XVII of the Code of Ordinances relating to short-term rentals; providing new and revised definitions; establishing and strengthening operating standards; requiring interior posting, noise monitoring, and security cameras; establishing occupancy and parking limits; requiring advertising disclosures and hosting-platform cooperation; capping licenses per owner in residential districts; providing enforcement, notice, appeals, and penalties; adopting an appendix checklist; providing for codification; repealer; severability; and declaring an effective date

11. Ordinances

A. 26-419 Consideration, discussion, and possible adoption of Ordinance No. 3907 amending Chapter 21, Streets and Sidewalks, Section 21-12, Allowing construction materials to spill onto public ways, replacing the entire section to address concrete residue/wash water containment, cleanup, and enforcement; severability; declaring an emergency

B. 26-420 Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3907

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:

Discussing the sale, purchase, lease, acquisition, or appraisal of real property for the construction and installation of a sanitary sewer line extension located in the general area of New Orleans and 9th Street by the public body, including the possibility of filing a condemnation action to acquire such property under 25 O.S. Section 307(B)(3).

In the opinion of the City Attorney, the City Council is advised that the Executive Session is necessary to discuss the sale, purchase, lease, acquisition, or appraisal of the real property. After the conclusion of the confidential portion of executive session, the Council will reconvene in open meeting, and the final decision, if any, will be put to a vote.

15. Adjournment

NOTICE:

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

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

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

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

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

A paper copy of this agenda is available upon request.

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

_____
City Clerk

City of Broken Arrow

Request for Action

File #: 26-6, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Approval of the City Council Minutes of March 03, 2026

Background:
Minutes recorded for the City Council Meeting.

Cost: **Approximately** $75

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **March 03, 2026 City Council Minutes**

Recommendation:
Approve the minutes of the **March 03, 2026** City Council Meeting.

City of Broken Arrow
City Council Meeting
Minutes

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

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

Tuesday, March 3, 2026 **Council Chambers**

1. Call to Order

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

2. Invocation

Pastor Rich Manganaro led the Invocation.

3. Roll Call

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

4. Pledge of Allegiance to the Flag

The Pledge was led by Scout Troup 935.

5. Consideration of Consent Agenda

A. 26-350 **Acknowledgement of upcoming out of state travel by City Council Members**
B. 26-5 **Approval of the City Council Minutes of February 17, 2026**
C. 26-346 **Approval of the City Council Special Minutes of February 17, 2026**
D. 26-305 **Acceptance of Planning Commission meeting minutes of January 22, 2026**
E. 26-347 **Approval of and authorization to execute Budget Amendment Number 24 for Fiscal Year 2026**
F. 26-317 **Approval of and authorization to execute a 5-year contract with Axon Enterprises for an additional 20 licenses for Evidence.com for the Police and Fire Departments**
G. 26-322 **Approval of and authorization to renew the annual maintenance for the City's Fortinet firewalls and switches through Chickasaw Telecom, Inc., pursuant to the Oklahoma State Purchasing Contract Fortinet C2020 2**
H. 26-319 **Approval of and authorization to execute the interlocal agreement between Tulsa County and the City of Broken Arrow regarding cost sharing of pavement rehabilitation of the 111th Street and Garnett Street intersection**
I. 26-320 **Approval of and authorization to execute the interlocal agreement between Tulsa County and the City of Broken Arrow regarding cost sharing of pavement rehabilitation of the 121st Street and Garnett Street intersection**
J. 26-330 **Approval of and authorization to execute a Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Volleyball Club for the use of Nienhuis Park Community Center**
K. 26-371 **Approval and authorization to execute the agreement between High Five Media and the City of Broken Arrow regarding the publication of the 2026 General Obligation Bond Voter Guide and waive the competitive bid process, as the agreement is a continuation of an existing contract**
L. 26-323 **Approval of and authorization to purchase Fortinet Forti Manager for the City's Fortinet firewalls and switches through Chickasaw Telecom, Inc., pursuant to the Oklahoma State Purchasing Contract Fortinet C2020 2**
M. 26-338 **Approval of and authorization for the purchase and installation of synthetic turf for Country Aire Park from Happy Playgrounds, LLC, pursuant of the PlayPower Sourcewell purchasing contract No. 010521 for the Parks Department**
N. 26-352 **Approval of and authorization for the purchase and installation of a shelter replacement for Wedgewood Park from Poligon pursuant of the PlayPower Sourcewell purchasing contract No. 010521 for the Parks Department**
O. 26-250 **Approval of and authorization to execute Change Order No. 1 with Cherokee Pride Construction, Inc. for the Bristol Ponds Stormwater Improvements (SW25080)**
P. 26-331 **Approval of and authorization to execute Change Order No. 1 between the City of Broken Arrow and Landmark Aquatic to provide Nienhuis Aquatic Facility Pool Painting**

(Project No. 2560300), pursuant to the BuyBoard National Purchasing Cooperative Interlocal Participation Agreement

Q. 26-306 **Approval of and authorization to execute Change Order No. 2 with Myers Cherry Construction, LLC for the Operations Center Administration Building Renovation (2317210)**

R. 26-253 **Approval of and authorization to execute Change Order No. 4 with Scissor Tail Construction LLC for the Broken Arrow Public Safety Complex Fire Department Annex Building project (191711)**

S. 26-298 **Approval of PR 001291 2024|PT 002600 2026, Conditional Final Plat, The Cedars at the Preserve II, approximately 25.91 acres, 94 Lots, PUD 310 (Planned Unit Development), located one quarter mile south of Omaha Street (51st Street) on the east side of 37th Street (209th East Avenue)**

T. 26-310 **Acceptance of a Detention Easement from Rosewood Village Development Company, LLC on property located approximately one fourth of a mile north of Houston Street (81st Street), east of Aspen Avenue (145th E. Ave), shown as Exhibit A (Section 10, T18N, R14E) (EASE 002077 2025)**

U. 26-339 **Acceptance of a corrective Utility Easement from Purple Tracts, LLC, an Oklahoma limited liability company, the owner, on property generally located south of Houston Street and east of South 225th East Avenue in Broken Arrow, Oklahoma, located in the Northwest Quarter of Section 16, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma for the Park Lane Lift Station Improvements & Cambridge Estates Relief Line, Parcels 1.1 (Project No. S.24030)**

V. 26-337 **Acceptance of a Utility Easement consisting of 10,251.29 square feet of utility easement from Darrell Schulze and Mal Ye Schulze, Trustees of the Schulze Family Revocable Trust, Dated April 18, 2016, on property located at 11245 South Elm Place in Broken Arrow, Oklahoma, located in the Northwest Quarter of Section 35, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the 16 inch Waterline Loop Elm & Florence, Parcel 5.0 (Project No. WL23090)**

W. 26-342 **Acceptance of a Utility Easement from Eagle 1 Investments, LLC, on property located approximately one half mile north of Washington Street (91st Street) and one half mile west of 23rd Street (193rd E. Ave), as shown in Exhibit A, Broken Arrow, Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE 002598 2025)**

X. 26-343 **Acceptance of a Utility Easement from Eagle 1 Investments, LLC, on property located approximately one half mile north of Washington Street (91st Street) and one half mile west of 23rd Street (193rd E. Ave), as shown in Exhibit A, Broken Arrow, Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE 002597 2025)**

Y. 26-341 **Acceptance of a Utility Easement from Hackberry Market, LLC, on property located northeast of the intersection of West Tucson Street (121st Street) and Aspen Avenue (145th E Ave), as shown in Exhibit A, Broken Arrow, Tulsa County, State of Oklahoma, (Section 34, T18N, R14E), (EASE 002567 2025)**

Z. 26-285 **Acceptance of a Utility Easement from Jason E. Bradshaw, on behalf of CRP BLDP Aspen Ridge Owner, LLC, on property located approximately one-fifth mile north of the Creek Turnpike and one-quarter mile east of S. Aspen Ave (145th East Ave.) Tulsa County, State of Oklahoma, (Section 34, T18N, R14E) (EASE 002638 2026)**

AA. 26-309 **Acceptance of a Waterline Easement from Regent Bank on property located one eighth of a mile south of Albany Street (61st Street) and just west of Elm Place (161st Avenue), Tulsa County, State of Oklahoma, (Section 3, T18N, R14E) (EASE 002517 2025)**

AB. 26-321 **Ratification of the Claims List Check Register Dated February 23, 2026**

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

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

6. Consideration of Items Removed from Consent Agenda - NONE

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

A. 26-290 **Presentation by Oklahoma Municipal League and recognition to City employees for reaching twenty-five years of service**

Kelly Cox, Human Resources Director, presented Item 26-290, and announced the annual recognition of employees who have reached 25 years of service, noting that 14 employees are being honored this year and that Glenpool Mayor Joyce Calvert is present to acknowledge those who have achieved 25 years of service in Oklahoma municipal government.

Mayor Joyce Calvert of the Oklahoma Municipal League addressed the council to recognize municipal employees who have completed at least 25 years of service. She explained that honorees are recorded in the League's permanent honor roll and receive a certificate, and lapel pin. She first recognized several employees who were unable to attend: Brett Burton, Police Officer, Travis England, Fire Captain with the Broken Arrow Fire Department; Carey Harper, Police Administrative Secretary for Police Operations; Chris Johnson, Firefighter for the

Broken Arrow Fire Department; Jeffrey Tsotsoros, Driver for Solid Waste and Recycling Department; and Karen Weikel, Police Officer for the Broken Arrow Police Department, Ron Middleswart, Firefighter Specialist. Mayor Calvert noted the city would hold their awards, then began calling forward those present to receive their recognition for their long-term service to Broken Arrow.

Mayor Calvert continued recognizing Broken Arrow employees with 25 years of municipal service, presenting awards and certificates to those in attendance while noting when some recipients were absent. Those present tonight: Christopher Anderson, Solid Waste and Recycling Helper, Mark Black, Police Officer, John Keith, Solid Waste and Recycling Satellite RC Driver, Cindy Lane, 911 Communications Supervisor, Scott Oelke, Police Seargent, Michael Schumar, Utilities Service Order Technitian, and the ceremony concluded with recognition of Jerry Schuber, director of Solid Waste and Recycling, and Ms. Calvert thanked the mayor and council for the opportunity to present the honors.

B. 26-86 Update on the 2026 General Obligation Bond Package

City Manager Michael Spurgeon presented Item 26-86 and provided an update on the city's general obligation bond package, explaining that after the council approved the projects in eight propositions on January 6, following more than two years of discussion and community feedback, the city moved into a public education phase. He said the city has held numerous meetings with community groups, HOAs, and organizations, distributed information through utility bills and social media, and received endorsements from the Chamber of Commerce and Economic Development Corporation. Spurgeon noted that feedback has been largely positive, with most questions focusing on how project cost estimates were developed and whether the temporary sales tax tied to Proposition 8 might later be extended. He explained that cost estimates were prepared with the help of consulting engineers. He emphasized that the administration and council have no plans to extend the tax, which would require voter approval in any case. He added that outreach and public education efforts will continue leading up to the vote.

City officials discussed ongoing outreach related to the bond package, noting continued positive feedback and encouraging organizations and neighborhoods to schedule presentations before the April vote. Staff reported that a dedicated phone line is receiving about 15 calls per week, mostly with questions about street projects and tax impacts, but nothing indicating a need to change messaging. Officials also noted several upcoming HOA and public meetings and said additional informational sessions are being held with city employees to ensure the community continues receiving updates through March.

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

9. General Council Business

A. 26-286 Consideration, discussion, and possible approval to grant the creation and temporary assignment of the honorary street name of "Joanna Hamilton Cooper Avenue" to the segment of North Date Avenue extending from north to south on Broadway to Kenosha

Lori Hill, Community Relations Manager, presented Item 26-286 and informed the council that Polly Poorman and Deborah Woodard requested a temporary street naming to honor their mother, Joanna Hamilton Cooper, who has owned and operated the Broken Arrow Nursing Home since 1956 and will celebrate 70 years in business this August. Hill noted the nursing home is a third-generation family business located on the family's original farm property and invited Polly Poorman to present the request for a temporary street designation of Joanna Hamilton Cooper Avenue.

Polly Poorman addressed the council to request a temporary street sign honoring her mother, Joanna Hamilton Cooper, who is 87 years old and still actively works at the Broken Arrow Nursing Home she has operated for decades. Poorman said the recognition would honor her mother's long service to the community and would be a surprise to her when the sign is installed.

Council members and staff discussed the request to temporarily name a street in honor of Joanna Hamilton Cooper, sharing personal stories about her long-standing contributions to the community and the care provided at the Broken Arrow Nursing Home. Several members expressed support, noting her nearly 70 years of service and the impact her facility has had on many local families. It was explained the city's process for honorary street signs, including application requirements, council approval, and sign fees, while clarifying that "temporary" means the sign does not permanently change the street name and that the council determines how long it remains in place. The discussion also included questions about placement, replacement of signs if damaged, and ensuring council members understood the policy and location before moving forward.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 26-286, grant the creation and temporary assignment of the honorary street name of "Joanna Hamilton Cooper Avenue" to the segment of North Date Avenue extending from north to south on Broadway to Kenosha
The motion carried by the following vote:

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

B. 26-344 **Consideration, discussion, and possible approval of PUD 002592 2025 (Planned Unit Development), JCP Expansion, 0.64 acres, CG (Commercial General), located approximately just south of Washington Street (91st Street) and just west of Aspen Avenue (145th East Avenue), major amendment of PUD 50**

Rocky Henkel, Director of Community Development, presented Item 26-344, PUD 2592-2025, a major amendment to PUD 50 for a 64-acre property south of Washington Street and west of Aspen Street, to allow a site plan for expanding an existing building. The amendment would adjust the parking requirement from one space per 200 square feet to one per 525 square feet because the site can only accommodate 12 parking spaces, fewer than the current code requirements. The request also includes removing Bradford pear trees, which are no longer permitted under current landscaping regulations. The Planning Commission recommended approval by a 5–0 vote, and staff addressed concerns from a neighboring property owner about drainage and dirt piles, determining that those issues were preexisting and located on adjacent property. Staff recommended approval while the final site plan review continues.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Approve Item 26-344 PUD 002592 2025 (Planned Unit Development), JCP Expansion, 0.64 acres, CG (Commercial General), located approximately just south of Washington Street (91st Street) and just west of Aspen Avenue (145th East Avenue), major amendment of PUD 50
The motion carried by the following vote:

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

C. 26-300 **Consideration, discussion, and possible approval of the Fiscal Year 2025 2027 collective bargaining agreement with the Fraternal Order of Police (FOP) Lodge No. 170**

Kelly Cox, Human Resources Director, presented Item 26-300, which presented a tentative two-year collective bargaining agreement with the Fraternal Order of Police for 2025–2027. Key changes include updates to the grievance procedure, the addition of a backup mediation service, recognition of Martin Luther King Jr. Day as a holiday with double-time pay for employees working an additional full shift, and converting the sick leave incentive from days to hours for accuracy. The agreement also includes 4% pay increases effective July 1, 2025, and July 1, 2026, increased call-out pay for on-call employees, and higher longevity pay that will rise from $325 to $525 in 2025 and $600 in 2026, with a planned increase to $650 after June 30, 2027. Additional changes allow employees to donate vacation leave to coworkers facing serious illness or injury and permit officers to purchase certain duty accessories upon retirement. Ms. Cox recommended approval, noting the FOP union has accepted the agreement.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve Item 26-300 the Fiscal Year 2025 2027 collective bargaining agreement with the Fraternal Order of Police (FOP) Lodge No. 170
The motion carried by the following vote:

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

D. 26-327 **Acknowledge the FY 2025 2027 updated Collective Bargaining Agreement with the International Association of Firefighters, Local No. 2551**

Kelly Cox, Human Resources Director, presented Item 26-327, and explained that the fire department's 2025–2027 contract includes a "Me Too" clause requiring that if wages or longevity pay are increased for the police department, firefighters receive the same adjustment up to a 3% wage increase or matching longevity benefit. Because the police contract increased longevity pay, the fire department will receive the same longevity increase, and the item before the council is simply acknowledging and accepting that provision.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 26-327 FY 2025 2027 updated Collective Bargaining Agreement with the International Association of Firefighters, Local No. 2551
The motion carried by the following vote:

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

E. 26-291 **Consideration, discussion, and possible modification to Request to Appear Forms and Guidelines for City Council meetings and all other City Boards and Commissions**

meetings adopted by City Council on February 6, 2018, as modified on April 20, 2021, including but not limited to consolidation of the Guidelines providing for a single set to apply to both City Council meetings as well as to meetings of Boards and Commissions; providing for cancelation or suspension of public comment periods; and setting forth criteria to be considered when canceling or suspending public comment periods

Trevor Dennis, City Attorney, presented Item 26-291 to clarify the city's public comment speaking guidelines by explicitly outlining the authority granted to the chairperson under the Standard Code of Parliamentary Procedure. The updates would make clear that the chairperson may cancel public comment in certain situations and may stop speakers who become disruptive or exceed their allotted time in order to maintain decorum. The revisions also update the request-to-appear forms used by the City Council and boards and commissions. Mr. Dennis noted the item could be tabled if the Planning Commission wished to review the proposed changes before council action.

Council members discussed whether to proceed with or table the proposed updates to public comment speaking guidelines after learning that a Planning Commission member had questions about the changes. Staff explained that the revisions clarify the chairperson's existing authority under parliamentary procedure and make the rules more understandable for the public. Because the concerns raised were minor and the issue was not time-sensitive, staff recommended tabling the item to allow the Planning Commission an opportunity to review the language and provide feedback before it returns to the council.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Table Item 26-291Consideration, discussion, and possible modification to Request to Appear Forms and Guidelines for City Council meetings and all other City Boards and Commissions meetings adopted by City Council on February 6, 2018, as modified on April 20, 2021, including but not limited to consolidation of the Guidelines providing for a single set to apply to both City Council meetings as well as to meetings of Boards and Commissions; providing for cancelation or suspension of public comment periods; and setting forth criteria to be considered when canceling or suspending public comment periods.
The motion carried by the following vote:

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

10. Preview Ordinances

A. 26-353 **Consideration, discussion, and possible preview of Ordinance No. 3907 amending Chapter 21, Streets and Sidewalks, Section 21 12, Allowing construction materials to spill onto public ways, replacing the entire section to address concrete residue/wash water containment, cleanup, and enforcement; severability; declaring an emergency**

Trevor Dennis, City Attorney, presented Item 26-353, an ordinance requested by Streets and Stormwater Director Tim Wilson to address problems with concrete haulers leaving residue and washout materials on streets, rights-of-way, and stormwater areas. The ordinance aligns local requirements with existing state law by requiring haulers to properly secure their loads and manage washouts, while also establishing civil offenses and penalties for violations. The measure is intended to provide additional enforcement tools, including the ability for police officers to issue citations, to help keep city streets and drainage areas clean.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 26-353 preview of Ordinance No. 3907 amending Chapter 21, Streets and Sidewalks, Section 21 12, Allowing construction materials to spill onto public ways, replacing the entire section to address concrete residue/wash water containment, cleanup, and enforcement; severability; declaring an emergency.
The motion carried by the following vote:

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

11. Ordinances

A. 26-288 **Consideration, discussion, and possible adoption of Ordinance No. 3906, an ordinance amending Chapter 3.5, Airports Heliports, Takeoffs, and Landings of the Broken Arrow Code of Ordinances; amending Section 3.5 2.1, Special use permit for commercial air tour operations; providing for severability; repealing conflicting ordinances; and declaring an emergency**

Trevor Dennis, City Attorney, presented Item 26-288, and explained that the item corrects a scrivener's error in a previous ordinance by updating the designated contact for submitting heliport applications. The original ordinance listed Curtis Green, but the correct contact should be Community Development Director Rocky Henkel. He noted that no other changes are being made, and the correction updates the appropriate point of contact.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve Item 26-288 adoption of Ordinance No. 3906, an ordinance amending Chapter 3.5, Airports, Heliports, Takeoffs, and Landings of the Broken Arrow Code of Ordinances; amending Section 3.5 2.1, Special use permit for commercial air tour operations; providing for severability; repealing conflicting ordinances; and declaring an emergency
The motion carried by the following vote:

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

B. 26-289 Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3906; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Trevor Dennis, City Attorney, presented Item 26-289, an emergency measure for Ordinance No. 3906.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve Item 26-289, an emergency measure for Ordinance No. 3906; 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: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

12. Remarks and Inquiries by Governing Body Members

Mayor Debra Wimpee informed the council that longtime Broken Arrow resident Ralph Pointer recently passed away at age 93. She noted that many residents likely knew him from Lowe's, where he made keys for customers after retiring, and highlighted his years of service as commander of the Broken Arrow VFW. The mayor announced that a celebration of life would be held at the Veterans Center on Monday from 11 a.m. to 1 p.m. for those wishing to pay their respects.

Council members shared additional reflections about Ralph Pointer, describing him as a cherished member of the community who remained active for many years, even continuing to work while using a cart to help him walk. They also recalled his involvement with the Veterans Center and his enthusiasm during board meetings. The discussion concluded with council members noting it was Read Across America Week, mentioning their participation in reading to students at local schools and other community engagement activities.

13. Remarks and updates by City Manager, including Recognition of Recent Accomplishments by Employees and Elected Officials – NONE

At 7:21 p.m., Mayor Wimpee noted there was an Executive Session and called for a recess for BAMA and BAEDA.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move for a recess for BAMA and BAEDA
The motion carried by the following vote:

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

At approximately 7:25p.m., the room was cleared for Executive session
MOTION: A motion was made by Lisa Ford, seconded by Justin Green
The motion carried by the following vote:

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

At 7:27 p.m.
MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to enter Executive Session
The motion carried by the following vote:

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

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 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)

At approximately 7:28 p.m.Mayor announced return to open session.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to find executive Session was necessary to process the pending claims and potential litigation.
The motion carried by the following vote:

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

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to reject settlement offer in the matter of Michael J. Ritze.
The motion carried by the following vote:

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

15. Adjournment

The meeting was adjourned at 7:29 p.m.

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

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

_____ _____

Mayor City Clerk

City of Broken Arrow

Request for Action

File #: 26-422, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Approval of the City Council Special Meeting Minutes of March 3, 2026

Background:
Minutes recorded for the City Council Special Meeting.

Cost: Approximately $66

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: March 3, 2026 City Council Special Minutes

Recommendation:
Approve the minutes of the March 3, 2026, City Council Special Meeting.

City of Broken Arrow
City Council Special Meeting
Minutes

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

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

Tuesday, March 3, 2026 **Council Chambers**

1. Call to Order

Mayor Debra Wimpee called the meeting to order at 5:00 p.m.

2. Roll Call

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

3. Preview Ordinances

A. 26-336 **Consideration, discussion, and possible preview of Ordinance No. 3905 Amending Chapter 7, Article XVII (Short-Term Rental); Definitions, Operating Standards, Platform Duties, Owner Cap, Enforcement & Appendix Checklist**

City Attorney Trevor Dennis presented Item 26-336 and introduced a work session on potential updates to the city's short-term rental regulations. He explained the session was intended to gather council input on proposed changes developed after discussions with short-term rental owners and city staff, including recommendations such as insurance requirements and other regulatory adjustments. Mr. Dennis also reviewed the current classifications of short-term rentals: STR1 properties where the owner lives on site with up to two guest rooms, STR2 properties without owner occupancy and up to four guest rooms, and STR3 properties with up to eight units that function more like small inns or boarding houses. He noted the city currently has 10 STR1s and 61 STR2s, but staff have also identified about 65 properties operating as short-term rentals without a license or sufficient information to categorize them properly.

Mr. Dennis continued the discussion on regulating short-term rentals, explaining that enforcement has been difficult becauseout-of-state individuals own many unlicensed rentals. He said the city often has trouble serving citations or compelling owners to appear in court, especially since the municipal court is not a court of record, which limits enforcement options. Mr. Dennis noted the city is considering stronger penalties and requirements, such as mandating a local contact agent to help ensure compliance.

He also addressed whether short-term rentals should pay the city's hotel/motel tax, explaining that voters must approve any such tax. The current ordinance defines a hotel in a way that may only clearly apply to properties with five or more rooms, which is why the tax is currently collected only from the largest category of short-term rentals. Because the language is somewhat vague and could be interpreted more broadly, Mr. Dennis said the safest approach would be to clarify the ordinance—potentially through a vote of the people—to explicitly include short-term rentals if the city wants them taxed under the hotel/motel tax provisions.

Council members discussed whether short-term rentals such as Airbnb should be required to pay the city's hotel/motel tax. Mr.Dennis explained that if voters approved an increase or change to the hotel/motel tax, the city could also clarify the definition of "hotel" to include short-term rentals, allowing the city to collect the tax from STR1 and STR2 properties as well. Some council members expressed support, noting that the tax revenue is important for tourism initiatives.

Mr. Dennis also reviewed enforcement challenges with unlicensed rentals, explaining that many owners ignore notices and that the city has been using code enforcement citations and a third-party monitoring service since 2022. One possible option would be working with major hosting platforms to remove listings that lack city permits, which could encourage compliance. He added that the city is reviewing the ordinance because of increasing police calls for service at short-term rentals, with common complaints involving parking and noise, and he invited the police chief to discuss field experiences and enforcement needs.

Police Chief Lance Arnold explained that increased police calls to short-term rentals prompted the city to review and potentially strengthen its regulations. He said officers have responded to incidents where adults rented short-term rentals for large parties, often involving juveniles, and in several cases last summer, officers found evidence of gunfire, such as shell casings, after people fled the scene. These incidents occurred in regular residential neighborhoods and raised safety concerns. Chief Arnold noted that police reviewed call data using information from Community Development and the Host Compliance monitoring service to identify both permitted and unpermitted rentals involved in calls for service over the past two years. He also warned that as tourism and events in Broken Arrow increase—such as with the new amphitheater—short-term rental activity will likely grow as well. Chief Arnold said current enforcement tools are limited, as Community Development has little ability to enforce violations or revoke permits, which is why the city began exploring stronger regulations.

Council members asked about repeated police calls to certain short-term rental properties and how enforcement works when problems occur. Chief Arnold explained that in many cases, the owners are not present, and officers cannot easily determine who rented the property, especially late at night. Because some rentals are owned by out-of-state owners or operate without permits, identifying or contacting responsible parties can be difficult. He also noted that a 24/7 hotline exists through the city's monitoring service for neighbors to report issues. Still, that system only works effectively for permitted rentals with owner information on file. In the case of the address with eight calls for service, Chief Arnold confirmed the property was not permitted, leaving the city with limited enforcement options since there is no permit to revoke.

City Attorney Trevor Dennis reviewed feedback from short-term rental operators and outlined potential adjustments to the proposed ordinance. He said several requested changes relate to STR Type 1 properties where the owner lives on-site, which generally have lower impacts. One proposed adjustment would allow these properties to avoid displaying their license number publicly on listing platforms to prevent revealing the owner's address, while still requiring a license to be submitted to the platform for verification. Another change would clarify that hosting platforms such as Airbnb or VRBO may remit applicable taxes and fees on behalf of the rental owner. Mr. Dennis also suggested allowing existing operators to come into compliance with new rules at the time of their permit renewal rather than within a fixed deadline.

He then presented a policy decision for the council regarding insurance requirements. The proposed ordinance would require short-term rentals to carry $1 million in commercial general liability coverage. Options include requiring insurance for all short-term rentals, exempting STR Type 1 properties, or removing the requirement entirely. Dennis noted that major platforms like Airbnb and VRBO already provide $1 million in secondary coverage, and that standalone insurance policies could cost roughly $2,000–$3,000 annually, while umbrella coverage might cost $200–$400 per year. The council was asked to provide direction on how broadly the insurance requirement should apply.

Council members discussed the proposed insurance requirement for short-term rentals and the differences between the three categories of rentals. Some members noted they had not previously realized the city classified short-term rentals into three types, which helped explain why different levels of regulation might be appropriate. They also discussed the potential cost of insurance, with some suggesting that the less expensive umbrella policies could be reasonable for business operators. In contrast, a $2,000–$3,000 policy might be burdensome for smaller rentals. Others questioned whether personal homeowner insurance would actually cover commercial rental activity and noted that determining the correct type of coverage could become complicated. Overall, council members suggested that strengthening other regulatory requirements might reduce the need to focus on insurance mandates heavily.

Carla Coats, a permitted short-term rental owner in Broken Arrow, spoke in support of requiring permits and enforcing regulations on unlicensed rentals. She said responsible operators maintain their properties and contribute positively to the local economy and neighborhoods, but expressed concern about additional costs being imposed on compliant owners. Ms. Coats noted that platforms such as Airbnb and VRBO already provide insurance coverage and screen guests before bookings occur. She emphasized that responsible hosts also want to prevent problem renters and support reasonable regulations that address bad actors while allowing law-abiding operators to continue their business.

Council members questioned short-term rental owner Carla Coats about how her properties operate and how guests typically book stays. Ms. Coats said both of her rentals are classified as Type 2 properties and that about 70 percent of bookings come through Airbnb and 30 percent through VRBO, which also provide secondary insurance coverage and guest screening. Council members acknowledged the benefits of short-term rentals for visitors and family gatherings but emphasized the challenge of regulating problem properties while not burdening responsible operators.

Mayor Wimpee and the council discussed concerns about imposing additional costs on compliant hosts while trying to address unpermitted rentals and disruptive behavior in residential neighborhoods. Ms. Coats explained that she maintains clear rules for her guests, including quiet hours, provides neighbors with her contact information, and is willing to remove guests who violate the rules. She also said she supports reasonable enforcement to address bad actors. Council members discussed potential requirements such as quiet hours and inexpensive noise-monitoring devices, noting these tools could help responsible hosts manage issues before police involvement, while giving the city better enforcement options for problematic rentals. Council members reiterated their goal of finding a balanced approach that supports tourism and local businesses while protecting neighborhood quality of life and ensuring police have sufficient information to respond when problems occur.

City Attorney Trevor Dennis reviewed additional proposed updates to the short-term rental ordinance and asked for council direction on several policy decisions. He summarized earlier recommendations, including defining the three types of short-term rentals, removing a proposed permit fee discount tied to training, and determining whether the city should require liability insurance for some or all rentals. He also discussed a proposed requirement for noise-monitoring devices, noting the council could exempt owner-occupied Type 1 rentals. However, some council members questioned whether owners would always be present to manage issues.

Mr. Dennis outlined other operational standards in the draft ordinance, including requiring a local responsible agent who can respond within an hour, a parking plan to prevent overcrowding and blocked streets, and safety information such as smoke detectors, fire extinguishers, exit plans, and emergency contacts. Additional rules would include quiet hours, exterior cameras to monitor activity, limits on the number of non-overnight visitors, and requirements for adequate off-street parking.

He also discussed allowing hosting platforms like Airbnb or VRBO to collect and remit applicable taxes on behalf of operators. Finally, Mr. Dennis asked the council to consider whether to place a cap on how many short-term rental properties a single individual or entity can own, with the goal of preventing large companies from purchasing numerous homes and converting them into short-term rentals throughout the city.

Council members discussed whether the city should limit how many short-term rental properties a single owner or company can operate. The mayor questioned the need for a cap, noting that if properties comply with city regulations, owners should be able to grow their businesses. Mr. Dennis explained that some cities impose limits to prevent large corporations from purchasing numerous homes and converting them into short-term rentals, which can drive up housing prices, reduce opportunities for first-time homebuyers, and push out smaller local operators.

The discussion then shifted to enforcement tools. Mr. Dennis outlined a proposed suspension system in which a license could be suspended for 30 days after two verified nuisance complaints within 12 months and 90 days after three complaints, with immediate suspension possible for serious incidents or failure of a local contact to respond. The ordinance defines qualifying complaints as significant public safety issues such as underage drinking, public intoxication, fighting, or parking violations.

Council members questioned whether the enforcement provisions had sufficient “teeth,” asking what would happen if a property continued operating during a suspension. Mr. Dennis said the city could issue daily citations for operating without a permit. Still, he acknowledged enforcement is difficult, especially when properties are owned by out-of-state or foreign owners who ignore municipal court summons. It was also mentioned learning about a software tool used by some cities to identify unpermitted rentals on major platforms and help bring them into compliance, suggesting it might be worth exploring as another enforcement option.

City Attorney Trevor Dennis concluded the work session by asking the council for direction on key policy decisions so staff could revise the proposed short-term rental ordinance. Council members discussed several of the options, with the mayor expressing support for removing the proposed insurance requirement since most rentals already receive coverage through platforms such as Airbnb or VRBO.

Council members emphasized the need for stronger enforcement mechanisms to address unpermitted rentals and operators who ignore citations. Suggestions included exploring liens, utility shutoffs, or other legal tools that could encourage compliance. Staff agreed to research enforcement practices used in other cities and consider additional options.

The council generally supported many of the operational standards discussed earlier—such as quiet hours, safety plans, and local responsible agents—but indicated that further refinement of front-end permitting and compliance requirements could help reduce police calls and neighborhood issues. Staff will revise the ordinance based on the discussion and bring it back to the council for another preview before final adoption.

No action was taken at this time.

4. Adjournment

The meeting was adjourned at 5:53 p.m.

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

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Mayor City Clerk

City of Broken Arrow

Request for Action

File #: 26-411, **Version:** 1

Broken Arrow City Council
Meeting of: 3-24-2026

Title:
Approval of the Special City Council Minutes of May 16, 2023, and the Special Joint Meeting of Broken Arrow City Council, Broken Arrow Municipal Authority, and Broken Arrow Economic Development Authority of May 22, 2025

Background:
Due to an administrative oversight, these minutes were not presented to City Council for approval.

Cost: Paid in 2023 and 2025 respectively

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **May 16, 2023, Special City Council Meeting Minutes and May 22, 2025, Special Joint Meeting Minutes**

Recommendation:
Approve the minutes of **May 16, 2023 and May 22, 2025** Special Meetings

City of Broken Arrow

Minutes
Special City Council Meeting

City Hall
220 S 1st Street
Broken Arrow, OK
74012

Mayor Debra Wimpee
Vice Mayor Christi Gillespie
Council Member Johnnie Parks
Council Member Lisa Ford

Tuesday, May 16, 2023 **Time 5:15 p.m.** **Council Chambers**

1. Call to Order

Mayor Debra Wimpee called the meeting to order at 5:15 p.m.

2. Roll Call

Present: 4 - Lisa Ford, Johnnie Parks, Christi Gillespie, Debra Wimpee

Note: Council Member Joe Franco resigned on May 12, 2023, the same day the Agenda was posted.

MOTION: A motion was made by Christi Gillespie, seconded by Lisa Ford
Move to ENTER Executive Session
The motion carried by the following vote:
Aye: 4 Lisa Ford, Johnnie Parks, Christi Gillespie, Debra Wimpee

3. Executive Session for the purpose of confidential communications between the City Council, the City Manager, the City Attorney, the Human Resources Director and other pertinent staff for the purpose of discussing:

A.) The Fraternal Order of Police (FOP) Lodge No. 170 employee union group and fiscal year 2024 and 2025 negotiations, under 25 O.S. §307(B)(2) and taking appropriate action in open session.

B.) The International Association of Firefighters (IAFF) Local No. 2551 employee union group and fiscal year 2024 and 2025 negotiations, under 25 O.S. §307(B)(2) and taking appropriate action in open session.

At approximately 6:10 p.m. Mayor Wimpee announced return to open session
MOTION: A motion was made by Christi Gillespie, seconded by Johnnie Parks
Move to find Executive Session was necessary to process the pending negotiations.
Aye: 4 Lisa Ford, Johnnie Parks, Christi Gillespie, Debra Wimpee

4. Adjournment

The meeting was adjourned at approximately 6:13 p.m.

MOTION: A motion was made by Christi Gillespie, seconded by Johnnie Parks
Move to adjourn
The motion carried by the following vote:
Aye: 4 Lisa Ford, Johnnie Parks, Christi Gillespie, Debra Wimpee

_____ _____
Mayor City Clerk

City of Broken Arrow
City Council
Special Joint Meeting
Minutes

Annex
1811 S. Main St.
Broken Arrow Ok
74012

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

Thursday, May 22, 2025 | **4:00 p.m.** | **Broken Arrow Senior Center**

SPECIAL JOINT MEETING

Broken Arrow City Council
Broken Arrow Municipal Authority
Broken Arrow Economic Development Authority

1. Call to Order

Mayor Debra Wimpee called the meeting to order at 4:00 p.m**.**

2. Invocation

Tom Cook led the Invocation.

3. Roll Call

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

4. Pledge of Allegiance to the Flag

Council Member Lisa Ford led the Pledge of Allegiance.

5. General Council Business

A. 25-682 Presentation, discussion, and possible direction regarding the revenues, expenditures and budgets of the City of Broken Arrow, Broken Arrow Municipal Authority, and the Broken Arrow Economic Development Authority, the proposed Fiscal Year 2026 Budgets and Financial Plans for the General Fund, Broken Arrow Municipal Authority, Broken Arrow Economic Development Authority and other funds of the City of Broken Arrow

City Manager Michael Spurgeon presented Item 25-682 and opened the annual budget workshop by thanking council members and staff for their work on the fiscal year 2026 budget. He emphasized that the budget is one of the governing body's most important responsibilities because it serves as the operational blueprint for city departments. The workshop is intended to provide a high-level review of the proposed budget through a PowerPoint presentation that covers highlights from the budget message, an executive summary, a budget overview, and presentations from department leaders. Topics include BAMA operations, capital items, street maintenance programs, general obligation bond projects, and manual fees. The session allows council members to review and ask questions before the formal public hearing on June 2, where a shorter presentation will be given and public comments accepted, followed by potential adoption at the second meeting in June. The executive summary section of the budget provides an overview of the proposed plan and outlines the city's top priorities across six focus areas.

City Manager Spurgeon explained that the city encourages residents to refer to their "utility bill" rather than a "water bill" because multiple services are included under the utility system. He outlined that the budget is developed to meet the council's directive to provide high-quality services while ensuring sufficient revenues for current needs, unexpected circumstances, and long-term financial stability. The city operates on a July 1–June 30 fiscal year, and the municipal budget serves as a blueprint for confirming priorities, determining service levels based on available resources, and guiding departmental work throughout the fiscal year. The budget is organized around six focus areas: public safety and community well-being, economic development, innovative government operations, fiscal sustainability and strategic investments, transformational community initiatives, and transparent communication.

The budget document includes the executive summary, departmental budgets, projected revenues and expenditures for each fund, the street maintenance plan, the proposed 2026

general obligation bond sale, OWRB loan projects, and manual fees, including the utility rate study. Revenues are estimated conservatively to ensure balanced funds and adequate reserves, with fund balances clearly shown for transparency. The City Manager also highlighted recent community achievements, including progress toward four-year programs at NSU and Broken Arrow being ranked the top city in Oklahoma and twelfth nationally. However, challenges remain, including flat sales tax growth, rising costs due to inflation—particularly construction costs increasing 60–70 percent since COVID—ongoing supply chain issues, and the city's heavy reliance on sales tax revenue. As a result, the budget projects only a 1.5 percent increase in sales tax while relying on conservative forecasting and growth in other revenue sources such as franchise and building permit fees.

Finance Director Tom Cook reported that the proposed Fiscal Year 2026 City of Broken Arrow budget totals $455,957,612 across all funds, a 3.44% decrease from the FY2025 budget of $472,198,240. Operational spending is $181 million, a 9.58% increase, while capital outlay is $232.5 million, a 12.95% decrease, as previously approved OWRB and 2018 general obligation bond projects continue moving forward and being spent. Debt service is $42.1 million, a 6% increase, covering both property-tax-funded general obligation bonds and Oklahoma Water Resources Board loan payments.

The proposed workforce includes 1,020 authorized positions, consisting of 909 full-time and 111 part-time or seasonal employees. The General Fund, which covers primary city operations such as administration, parks, streets, IT, community development, finance, and HR, has a total budget of $153.6 million, including expenditures, transfers, and projected ending balance, a 1.7% increase from FY2025. Projected General Fund revenues for FY2026 are $98.6 million, about 5.44% higher than last year, with sales tax growth estimated conservatively at 1.5%. In contrast, other revenues, such as building permits, ambulance services, and fines, show stronger increases.

General Fund operating expenditures total about $32 million, including $21.9 million for personnel, $8.5 million for services, and $2 million for supplies. Significant transfers include $21.4 million to BAMA, $600,000 each to BAEDA from both BAMA and the General Fund, $36.2 million to the police fund, and $30.3 million to the fire fund. A new vehicle replacement fund will generate about $2.1 million from a utility-bill fee to support citywide vehicle purchases, primarily for police and utility-related divisions. Additionally, the city's half-cent sales tax dedicated to capital improvements is expected to generate about $10.9 million, funding $22.5 million in pay-as-you-go capital projects listed in the budget document.

City Manager Spurgeon proposed allocating $150,000 in the FY2026 budget to develop a new downtown master plan for the Rose District, noting that the district is now more than a decade old. The plan would involve hiring a consultant and forming a committee of citizens, business representatives, and community stakeholders to evaluate the district's successes, review the downtown overlay and zoning, and identify future opportunities from Kenosha to Washington. If the council agrees, the initiative would begin after budget approval with a consultant selection process and preliminary work, followed by committee meetings that could last about a year. The committee, potentially consisting of about 20 members including council representatives and community organizations, would ultimately provide recommendations to guide future downtown development and improvements.

City Manager Spurgeon stated that if the council supports the proposed downtown master plan initiative, staff would begin planning discussions in August to clarify council priorities before hiring a consultant. The consultant would review city codes, meet with council members, and help define goals for evaluating and guiding future development in the downtown area. Spurgeon emphasized the importance of the initiative due to upcoming transitions, including the Chamber relocating and the school district returning to its building. He noted that about 15 downtown properties have redevelopment potential and could be evaluated as part of a broader strategy to support economic growth, including possible property acquisition to influence development. If approved, the initiative will be added to the FY 2026 executive summary, while most other budget items are smaller pay-as-you-go departmental requests.

Finance Director Tom Cook explained that although the new vehicle replacement fund will generate revenue, it will not fully cover the city's vehicle and equipment needs, so additional purchases will still appear in other funds, such as the sales tax capital improvement and BAMA funds. The street sales tax fund, created when voters repurposed the original Vision tax, generates about $5.4 million annually and will fund new projects, including $3.76 million for mill and overlay work and about $800,000 for miscellaneous and signal projects, with additional funds allocated for carryover projects.

The Police Sales Tax Fund has total projected revenues of about $40.9 million, including $3.2 million from dedicated sales tax, a $36.2 million transfer from the General Fund, and smaller revenues such as an E911 transfer. Personnel costs make up the majority of police expenditures at $32.6 million. The department has 156 authorized sworn positions but currently employs 158 due to approved overhiring, with typical annual attrition of five to seven officers and

potential increases due to pension-related changes. A recent state law also requires an additional 1% pension contribution from both officers and the city, costing the city about $190,000 annually. Police capital spending totals about $3.2 million through both the vehicle replacement fund and other capital allocations.

The Fire Sales Tax Fund receives the same $3.2 million dedicated sales tax, along with other revenues, including a SAFER grant and a $30.2 million transfer from the General Fund, for total revenues of about $34.5 million. Fire department expenditures total about $32.6 million, with most going toward personnel at $29.2 million, while other costs include professional services, property services, operational services, and supplies. Fire capital purchases are funded through the sales tax capital improvement program and the vehicle replacement fund.

City Manager Spurgeon explained that after voters repurposed the Vision tax in 2015, separate funds were created for streets, police, and fire, with approximately 36% of general fund revenues dedicated to police and about 30% to fire. While the police fund shows an ending balance of about $33–34 million and the fire fund about $17 million, Spurgeon cautioned that these balances can be misleading. Although it may appear the city can easily afford increased spending or raises, the long-term cost of providing police and fire services is expected to eventually exceed the revenue allocated to those funds, likely in the early 2030s. At that point, the city would need to draw down those balances or increase the revenue allocation to those departments. He emphasized that this is why the city carefully protects those fund balances and maintains conservative revenue projections to ensure long-term financial sustainability.

City Manager Michael Spurgeon explained that emergency management has historically operated within the police department budget but was not previously identified as a separate division. At the request of staff, those costs will now be segregated to provide greater clarity and autonomy. The expenses will continue to be funded from the Public Safety Sales Tax Police Fund. Still, the budget will now show emergency management as its own division, with a separate page outlining its personnel and operational costs rather than including them within the overall police department budget.

Fire Chief Jeremy Moore thanked the council for its continued support of public safety and presented the fire department’s proposed budget, which totals about $35.3 million. The majority of the budget is dedicated to personnel costs, with the remainder covering capital purchases and other operational expenses. Capital items, totaling about $2.7 million, include equipment costing more than $5,000 with a lifespan of at least one year.

Key capital purchases include the second half of handheld radios for firefighters, replacing aging equipment used for on-scene communication and safety. The department will also begin replacing cardiac monitors used for defibrillation and heart monitoring, splitting the $1.3 million replacement cost over two years by first equipping ambulances and later fire trucks. Additional replacements include Lucas devices, which provide automated CPR during medical emergencies, and ongoing rotation of personal protective equipment (bunker gear), which has a 10-year lifespan and costs about $1.6 million to outfit the department fully.

The budget also includes ambulance remount projects, which move the existing ambulance box onto a new chassis to reduce costs compared to purchasing entirely new vehicles. Chief Moore noted that previous federal CARES and ARPA funding helped modernize the ambulance fleet, and with new personnel, the department will soon place a ninth ambulance into service. Since roughly 80% of the department’s calls are EMS-related, maintaining reliable ambulance and medical equipment remains a major priority.

During the discussion, officials clarified that rifles included in the fire department budget are intended for deputy fire marshals who are certified law enforcement officers responsible for investigating suspicious fires. Because these personnel have arrest authority and law enforcement training, their equipment must be updated similarly to police equipment.

Council members also asked about personal protective equipment for female firefighters. Chief Moore explained that all bunker gear is custom-fitted for each firefighter rather than purchased in standard sizes, ensuring proper fit and safety for every individual.

The discussion also highlighted the heavy workload of the fire prevention division due to rapid development in the city. All building projects require fire department plan review, and deputy fire marshals spend significant time reviewing plans and ensuring compliance with evolving safety codes. The division currently has four deputy fire marshals with a fifth in training to help manage increasing demand, as they work closely with developers and city staff to maintain safety standards while supporting continued growth.

Fire Chief Jeremy Moore stated that the fire prevention division is currently in a strong position but may need additional staff in the coming years as the city continues to grow. The division reviews building plans, conducts inspections after construction, investigates complaints, and performs public education, such as school visits and safety programs. With increasing

development, these responsibilities have expanded significantly. The division now includes a fire marshal, deputy chief of prevention, inspectors assigned to shifts for after-hours incidents, and a daytime inspector to handle the bulk of business-hour inspections and plan reviews.

Chief Moore explained that the fire department's operational budget is about $32 million, excluding capital purchases, with approximately 90% dedicated to personnel costs. The department has 187 sworn firefighters, including command staff, with only 16 not serving on the front line. Following the most recent academy graduation, staffing allows for up to 57 firefighters per shift, while the contractual minimum staffing level is 40. The addition of more ambulances increases required staffing to 42 and soon 44 per shift, though retirements have already slightly reduced the available staffing level. The remaining operational funds, about $3.3 million, cover expenses such as fuel, equipment, and station repairs, supplies, promotional testing services, and mental health support services for firefighters.

Fire Chief Lance Arnold explained that about 10% of the fire department's operational budget covers non-personnel costs such as fuel, equipment maintenance, supplies, and professional services. Two of the largest operational expenses are EMS supplies, budgeted at about $505,000, and the EMS billing service, which costs about $305,000. The billing service collects ambulance transport payments from insurance companies and is paid a percentage of what it collects.

The department expects to generate roughly $12 million in revenue in FY2026 outside of sales taxes, most of which goes into the city's general fund. The largest portion—about $7.6 million—comes from EMS transport billing paid by insurance companies. Another source is the LifeRide program, a utility-bill fee paid by residents that covers ambulance transport without out-of-pocket costs. Additional revenue includes federal SAFER grant funding, which will reimburse approximately $924,000 annually for three years to cover salaries and benefits for 12 of the 15 newly graduated firefighters. The department noted that, aside from utilities, the fire department generates more revenue than any other city department.

The budget also adds a sixth civilian position to support EMS logistics and warehouse operations as the department expands its emergency medical services operations. Arnold also explained that the department receives a portion of a Wagoner County fire sales tax, which is shared among county fire departments and used mainly for standalone purchases such as equipment.

Finally, Chief Moore provided an update on discussions with the Oak Grove Fire Protection District. Oak Grove recently formed its own district and is collecting property taxes to fund services. While Broken Arrow has historically responded to calls in that area, the city has no legal obligation to continue doing so. Oak Grove has requested that Broken Arrow continue dispatching calls and provide assistance for major incidents through mutual aid agreements, though the district plans to begin handling routine responses itself. Discussions are ongoing to determine future responsibilities and any operational or technology requirements needed to support the new arrangement.

During the discussion, officials noted that once Fire Station 8 becomes operational, the department may respond to more calls in the eastern area. Chief Moore explained that most responses in that direction are currently handled by Station 4, whose coverage area extends from the Broken Arrow city limits east to the Arkansas River and from 101st Street to 31st Street. The situation is complicated by overlapping jurisdictions with other departments, including the Rolling Hills volunteer fire department. Ongoing discussions with county officials, including a county commissioner, are focused on determining how responsibilities and coordination between the departments will work moving forward.

City Manager Michael Spurgeon explained that city officials recently met with Wagoner County Commissioner Hanning and Oak Grove leadership to discuss service expectations as the area grows. While Broken Arrow has historically provided emergency services outside its city limits, Spurgeon emphasized the need to ensure the city is not expected to continue expanding those services without compensation. Population and utility projections suggest significant growth in the region over the coming decades, which could increase demand for services.

City Manager Spurgeon said the city is not currently concerned about providing ambulance service to the area, but wants to establish clear agreements now to define responsibilities between Broken Arrow and the Oak Grove Fire Protection District. Creating formal agreements would ensure future leaders have documented expectations regarding services and compensation rather than relying on informal understandings.

During the discussion, officials explained that Oak Grove firefighters already assist Broken Arrow on structure fires in eastern areas where the water supply is limited because those locations are outside the city's water distribution system. Their response is automatic when such fires occur. Council members emphasized the importance of establishing clear protocols

and agreements to define responsibilities and billing for services, particularly as parts of the area may eventually be annexed into Broken Arrow.

Chief Moore noted that Wagoner County officials have discussed the possibility of de-annexing Oak Grove's fire district in the future to avoid overlapping jurisdictions. However, no formal requirement exists for that change. Officials also highlighted broader concerns about overlapping services, where residents may currently pay property taxes to volunteer fire departments while also paying city taxes that fund Broken Arrow fire services. As annexation and development continue, leaders want those governmental entities involved in discussions to ensure residents are not paying for duplicate fire protection services.

City staff and Wagoner County officials are working behind the scenes to develop a clear plan for emergency services in the Oak Grove area. Future decisions and formal agreements will likely require council approval, as the city wants to maintain strong relationships with Wagner County while ensuring the cost of services provided outside city limits is justified and clearly defined.

Chief Moore noted that the city currently receives about $99,000 annually from a fire subscription program offered to residents outside Broken Arrow city limits who want guaranteed fire service. If those residents do not subscribe and the city responds to a fire, they are billed according to the city's manual of fees, which can total several thousand dollars per incident. Additionally, roughly $150,000 of EMS revenue comes from ambulance responses in that area. However, Oak Grove residents who recently voted to fund their own fire district may object to paying both local taxes and Broken Arrow service fees. City leaders anticipate this could create conflicts, particularly when Broken Arrow responds to fires automatically, and residents later receive large bills. As discussions continue, officials are evaluating how to balance service expectations, costs, and fairness to residents while maintaining cooperation with neighboring jurisdictions.

Assistant City Manager Kenny Schwab reported that the FY 2026 BAMA (Broken Arrow Municipal Authority) budget totals about $177 million, which is an 11.66% decrease from the FY2025 budget of just over $200 million. The decrease is largely due to a 36% reduction in capital outlay as previously funded projects move forward and are completed. At the same time, operating costs, reserve balances, and debt service have increased by about 8.36% as the city begins repaying loans used to finance major infrastructure projects.

Mr. Schwab noted that the BAMA budget covers utilities such as water, sewer, stormwater, solid waste, and recycling. A utility rate study was originally designed as a five-year plan, but rate adjustments were paused during the COVID-19 pandemic. The city has since completed a new five-year rate study that includes solid waste and recycling, and although it has not yet been formally adopted, the proposed budget assumes those updated rates will move forward. Additional discussion of those rates will occur during the manual fees review.

He also explained the city's approach to infrastructure funding. Some projects are funded through "pay-as-you-go" capital, which uses current-year revenues and totals about $8.7 million for FY 2026. Larger infrastructure projects are financed through the Oklahoma Water Resources Board revolving loan program, a widely used state funding source. Broken Arrow is one of the largest users of this program, reflecting the city's policy of maintaining and upgrading infrastructure rather than deferring maintenance, which can lead to much higher costs in the future.

Officials explained that because Broken Arrow grew rapidly for many years, some underground infrastructure, such as water and sewer systems, had previously been deferred for maintenance. Over the past decade, the city has shifted its approach, prioritizing consistent investment in those systems to avoid larger and more expensive problems later. Much of this work is funded through the Oklahoma Water Resources Board revolving loan program, which supports projects related to drinking water under the Drinking Water Act and wastewater systems under the Clean Water Act. The city typically seeks between $20 and $25 million in loans each year for water and wastewater improvements, with the FY2026 proposal including nearly $25 million in new projects and about $49.5 million in combined projects across two years.

The city also maintains a long-term capital improvement program that projects infrastructure needs seven to fifteen years into the future while carefully managing debt service. Within the BAMA budget, personnel costs total about $28.2 million across departments such as utilities, solid waste, stormwater, engineering, and general services. Total operating expenditures are about $58 million, with roughly $14 million allocated for debt service and about $24 million transferred to the general fund and BAEDA.

Major infrastructure efforts include wastewater projects associated with the Regional Municipal Utility Authority (RMUA), which involves Broken Arrow, Tulsa, Jenks, Owasso, and Bixby. A key project is a proposed $12 million composting initiative at the Haikey Creek

wastewater treatment facility to manage biosolids, the byproduct of wastewater treatment. The project was temporarily delayed due to proposed state legislation affecting biosolid land application. Still, since that bill did not advance, the city plans to move forward while continuing discussions with state officials about potential exemptions for composting programs.
During the discussion, officials clarified that the proposed biosolids composting process would convert treated wastewater byproducts into usable compost for landscaping rather than storing or disposing of untreated waste. Staff explained that the material has already gone through the full treatment process and has become an earthy, soil-like product that can be sold and used safely. They noted that federal regulations allow only three disposal options for biosolids: land application, landfill disposal, or incineration, and composting is considered a safer and more beneficial use. Officials also emphasized that the strong odors sometimes experienced near certain facilities, such as those near Wellston, are associated with land application rather than the composting process being proposed.

Officials explained that Broken Arrow's share of the Haikey Creek biosolids composting project is about $12 million. In comparison, the total regional project is estimated at roughly $53 million and includes grant funding and contributions from Tulsa. Another related project involves the construction of a lift station that feeds into the Haikey Creek plant, along with Phase 4 improvements and possible development of a flow equalization basin to manage wastewater flows better.

Additional wastewater projects include several sewer infrastructure improvements. The Covington Creek sewer project near Oneida Road and Kenosha will expand system capacity in that growing area. A Highway 51 sewer extension is being designed to reroute industrial wastewater from Blue Bell around residential neighborhoods after the company's discharge was found to be using most of the existing line's capacity. The city quickly analyzed the situation and developed a plan to redirect those flows to accommodate both the industrial facility and future development.

Other projects include relocating a force main near Adams Creek after it was discovered that part of the line was installed outside its easement, upgrades and rehabilitation of aging lift stations such as the Turnberry station near Dearborn and 41st Street, and evaluating whether the Windsor Lift Station can be removed entirely as development has expanded and gravity flow may now be possible. Together, these wastewater improvements total nearly $19 million and are part of the city's ongoing efforts to maintain and expand critical sewer infrastructure.

During the discussion, officials explained that biosolids from the Lynn Lane wastewater treatment plant are currently disposed of in a landfill rather than composted like those from the Haikey Creek facility. Staff noted that relying on landfills can raise concerns because if more communities are forced to send biosolids there, landfill operators could raise tipping fees or create capacity and stability issues.

Council members also asked about the Oklahoma Water Resources Board loan program, which the city has used for many years to finance major water and wastewater projects. Staff explained that interest rates are typically around 2.5% to 3%, making them lower than conventional loans or revenue bonds. Another advantage is that interest payments do not begin until construction is completed because funds are drawn down gradually during the project. The program may also reduce administrative costs when multiple municipalities combine their loan applications.

Utilities Director Tim Robbins explained that the city strategically uses the Oklahoma Water Resources Board loan program to fund major water infrastructure projects under the Safe Drinking Water Act. Planned projects include upgrades at the Verdigris River Water Treatment Plant, such as modifying flow meters and adding a connection to the Grand River water system through an agreement currently being finalized.

Another major improvement involves installing additional raw water pumps at the pump station built with the water plant in 2012. The facility was designed with space for five pumps, but currently operates with three. Adding more pumps and variable frequency drives will allow the city to increase capacity and better control water flow into the treatment system.

Additional projects include replacing aging water lines in the Old Town area, installing a 12-inch water line along Lynn Lane from the Creek Turnpike to Florence to improve service to nearby developments, and restoring the floor of the two-million-gallon Tiger Hill water storage tank after the current year's operational needs are met. Altogether, the Safe Drinking Water Act projects total just over $6.1 million and contribute to the overall utility infrastructure investment planned for the year.

Council and Staff Members took a break from 5:30 p.m. till 6:00 p.m.

Utilities Director Tim Robbins presented the utilities department's operating budget and highlighted the team responsible for managing the city's water and wastewater systems. The department, which expects to have about 100 employees in the coming fiscal year, oversees water distribution, wastewater operations, lift stations, treatment plants, and customer service functions such as the Action Center that handles service requests and communications.

The proposed utilities operating budget totals about $27 million. The largest portions of the budget support water distribution and water treatment plant operations, where costs have risen significantly due to increases in electricity, natural gas, chemicals, and delivery expenses. The department is working to control those costs by improving purchasing strategies and upgrading equipment and processes. Wastewater operations also represent a significant expense, particularly the operation of the city's 32 lift stations. However, recent capital investments funded through loan programs have improved efficiency at the wastewater plant, including the installation of a new belt filter press that has reduced landfill trips and disposal costs by removing more water from biosolids.

Mr. Robbins also emphasized the department's balance of personnel and contracted services. While staff handles much of the system's daily operation and maintenance, contract services are used strategically for construction and specialized work to control long-term costs. Materials and supply costs include items such as water meters, replacement parts, and infrastructure materials needed to support new connections—often hundreds of new taps each year—and to respond to emergencies such as water line breaks. The department maintains contingency funds within the budget to address unexpected infrastructure failures and ensure reliable service without needing additional emergency funding from the council.

Utilities Director Tim Robbins explained that the department is improving how it tracks and plans infrastructure maintenance by using data analytics and GIS mapping to monitor water main breaks and identify patterns. Instead of simply repairing breaks as they occur, the department now records each incident and analyzes the data to determine which areas may need long-term replacement or upgrades. For larger transmission lines, the city plans to use specialized infrastructure inspections to evaluate aging systems.

The utilities capital budget proposes about $4.1 million in equipment and infrastructure investments. Many of these purchases involve vehicles and specialized equipment used to repair water and sewer lines, such as excavation equipment, locator trucks with underground radar technology, and hydro-excavators that allow crews to dig around buried utilities safely. Additional investments support the sewer system, including upgrades and monitoring improvements for aging lift stations and communications upgrades, such as fiber connections to key facilities.

Mr. Robbins highlighted the scale of the system that the department manages. In 2024, Broken Arrow delivered about 4.5 billion gallons of drinking water and treated roughly 3.7 billion gallons of wastewater before safely releasing it into the Arkansas River. These numbers represent only Broken Arrow flows and demonstrate the critical role the department plays in maintaining public health and infrastructure.

One of the major initiatives in the upcoming budget is a new sewer preventative maintenance program. This program includes purchasing a jetter truck and specialized inspection equipment that can assess sewer lines before cleaning them, allowing crews to focus maintenance where it is actually needed. Other initiatives include improvements to the Adams Creek Northwest lift station to address sewer clogging issues caused by flushable wipes, replacement of the Bluff Landing Road water line near the water plant, and upgrades to the water treatment plant's SCADA control system, which operates the facility and requires modernization after about a decade of service. Many of these projects will be completed by the city's internal crews to reduce costs while expanding the reliability of the water and wastewater systems.

Utilities Director Tim Robbins explained that the city already operates a preventative sewer maintenance program that routinely inspects and cleans sections of the sewer system known to have recurring issues, such as older areas where tree roots commonly cause blockages. Crews regularly perform jetting to clean lines and, if they detect potential problems, they use specialized camera equipment to inspect the pipes internally. The system includes robotic camera technology that allows staff to conduct detailed condition assessments, and if a problem is confirmed, repair crews are dispatched to excavate and fix the issue.

Mr. Robbins noted that emergencies often force crews to pause preventative work to respond to urgent repairs across the city, which can reduce efficiency. The proposed addition of a dedicated maintenance crew would allow one team to focus entirely on preventative maintenance while others handle emergencies. The department also uses GIS mapping and data tracking to identify problem areas and prioritize maintenance rather than cleaning lines that do not need service.

City Manager Michael Spurgeon reviewed the city's general obligation bond funding and upcoming bond planning. He reported that approximately $98.5 million in projects from the 2011, 2014, and 2018 bond programs are currently in the construction cycle. For FY2026, the city expects to sell about $17 million in additional bonds, though the final amount will depend on the assessed property valuation determined in August. With that sale, roughly $192 million of the $210 million authorized in the 2018 bond program will have been issued, meaning the city is likely to complete the 10-year program in about eight years.

City Manager Spurgeon also provided an update on planning for the next bond initiative, tentatively estimated at around $400 million. The exact amount cannot be finalized until assessed valuation numbers are received later in the summer, after which the finance department will calculate the allowable bond capacity. The council will begin more intensive work on the proposal over the coming months, narrowing a preliminary list of roughly $1.2 billion in potential projects down to the final package for voters. The council has until late January to approve the ordinance and call a special election. Spurgeon noted that project prioritization and allocation among the various bond propositions will require significant work through the fall and early winter.

Finally, he introduced the annual street maintenance program update, a presentation requested by the council several years ago, where the street department outlines the road maintenance projects planned for the upcoming fiscal year.

Streets and Stormwater Director, Tim Wilson, presented the annual street maintenance program funded primarily by a quarter-cent street sales tax approved in 2017, which currently generates about $5.4 million annually for street, drainage, and signal improvements. The program relies on Pavement Condition Index (PCI) ratings, which are calculated by a third-party consultant every five years after scanning all city streets. PCI scores range from 0 to 100, with higher scores representing better road conditions. Broken Arrow has about 542 miles of streets and 669 subdivisions, with roughly 77% asphalt and 23% concrete. The city's current overall PCI score is 64. Maintaining that score now requires about $8.5 million annually due largely to higher material costs and improved measurement technology, while raising the score to 72 would require about $15.8 million. Officials emphasized that early maintenance, such as crack sealing and slurry sealing, is far less expensive than full reconstruction, which can cost more than three times as much if repairs are delayed.

The FY 2026 street program includes a mix of residential repairs, arterial resurfacing, and miscellaneous improvements. Planned residential projects include concrete panel repairs in areas such as Central Park Plaza, Carriage Crossing Phase II, and Canterbury/Mendon, along with mill-and-overlay work and crack sealing in several subdivisions. Arterial projects include resurfacing sections of Houston Street, Washington Street, Evans Road, South Main Street, and County Line Road, as well as targeted overlays near the FedEx area and other heavily traveled corridors. Additional work includes intersection restriping using longer-lasting multi-polymer materials, annual sidewalk repairs, alley improvements in the Rose District, and street work tied to a Community Development Block Grant project on College Street. Together, these projects represent several million dollars in improvements aimed at preserving road conditions and extending pavement life across the city.

Council member Ford praised staff for meeting with neighborhoods before street work begins, noting that those meetings help answer resident questions and set expectations. Mayor Wimpee emphasized that while focusing on neighborhood improvements may not dramatically raise the citywide pavement condition index (PCI), it significantly improves residents' quality of life. About 83% of Broken Arrow's streets are residential, and the city expects to repair or rehabilitate roughly 26 neighborhoods over the next several years. City Manager Spurgeon also indicated that future bond proposals may include additional funding—potentially at least $30 million over ten years—to supplement the current street sales tax and maintain or improve the city's PCI rating.

The discussion then shifted to the city's manual of fees and proposed rate adjustments. Community development fees are proposed to increase by about 3%, largely to offset growing credit card processing costs since most payments in that department are made electronically. Utility rates are also proposed to rise, including average increases of about 4.9% for water and stormwater services, an 18.9% increase for sanitary sewer rates, and a $2.50 monthly increase for solid waste and recycling services. Golf course fees at Battle Creek are proposed to increase by about 6% to keep pace with operating costs. Officials noted that these changes are preliminary and would take effect on October 1 if approved.

At approximately 6:40 p.m. Lisa Ford and Debra Wimpee left the meeting

Tom Cook explained that the increases are based on a financial planning and cost-of-service study conducted by Black & Veatch, which evaluated operating expenses, capital improvements, and long-term infrastructure needs. Without these adjustments, the city would likely need to defer capital projects, reduce new staffing requests, or draw from reserve funds

to maintain services. Officials emphasized that Broken Arrow's water and sewer rates remain competitive with those of surrounding communities. Still, increases are needed to maintain infrastructure systems that residents rely on daily, including water supply, wastewater treatment, and waste collection. A full presentation of the rate study is expected later in the summer to allow council members and the public to review the recommendations in detail.

6. Remarks and Inquiries by Governing Body Members - NONE

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

City Manager Michael Spurgeon concluded the workshop by thanking the staff responsible for preparing the proposed $455 million budget, specifically recognizing Cindy Arnold, Tom Cook, and Tara Kilpatrick for their detailed work compiling the document. He also acknowledged department directors and senior staff for advocating for the resources needed to provide city services, as well as council members for their time reviewing the proposal. Spurgeon emphasized that the budget is designed to be transparent and understandable for the public and noted that the proposal will be presented again in a shorter format during the public hearing scheduled for June 2.

8. Adjournment

The meeting was adjourned at approximately 6:53 p.m.

MOTION: A motion was made by Justin Green, seconded by David Pickel
Move to Adjourn
The motion carried by the following vote:
Aye: 3 - David Pickel, Justin Green, Johnnie Parks

_____ _____

Mayor **City Clerk**

City of Broken Arrow

Request for Action

File #: 26-390, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Acceptance of Planning Commission meeting minutes of February 12, 2026

Background:
The minutes of the Planning Commission meeting held February 12, 2026 were approved by the Planning Commission on February 26, 2026.

Cost: Approximately $105.00

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 02-12-2026 Planning Commission Minutes

Recommendation:
Accept minutes of Planning Commission meeting held February 12, 2026.

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, February 12, 2026 5:30 p.m. Council Chambers

1. Call to Order

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

2. Roll Call

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

3. Old Business - NONE

4. **Consideration of Consent Agenda**

A. 26-221 Approval of Planning Commission meeting minutes of January 22, 2026

B. 26-265 Approval of PT-002629-2026|PR-000089-2022, Preliminary Plat, The Enclave at Southern Hills, 20.49 acres, 3 Lots, located south of New Orleans Street (101st Street) and east of Olive Avenue (129th Avenue)

C. 26-269 Approval of PR-001291-2024|PT-002600-2026, Conditional Final Plat, The Cedars at the Preserve II, approximately 25.91 acres, 94 Lots, PUD-310 (Planned Unit Development), located one-quarter mile south of Omaha Street (51st Street) on the east side of 37th Street (209th East Avenue)

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

5. Consideration of Items Removed from Consent Agenda - NONE

6. Public Hearings

A. 26-183 Public hearing, consideration, and possible action regarding PUD-002592-2025 (Planned Unit Development), JCP Expansion, 0.64 acres, CG (Commercial General), located approximately just south of Washington Street (91st Street) and just west of Aspen Place (145th East Avenue), major amendment of PUD-50

Jose Jimenez, Planner II, presented Item 26-183, a public hearing on a major amendment to PUD 50 for a 0.64-acre property in the Brentwood Center Addition, located just south of Washington Street and west of Aspen, to allow expansion of an existing commercial building. During site plan review, the original PUD parking requirement of one space per 200 square feet would require 29 spaces, but the site can only accommodate 12. Under the current code, the requirement is one space per 350 square feet, requiring 17 spaces, and the applicant is requesting an update to the parking ratio accordingly. The applicant also seeks to replace outdated fire lane standards with current regulations, which the Broken Arrow Fire Marshal does not oppose, and to remove the requirement for Bradford pear trees in favor of current landscaping standards, as those trees are no longer approved. Surrounding properties are primarily commercial, with single-family residential to the west. The site is not in a 100-year floodplain, and city water and sewer services are available. Staff received one neighbor letter and confirmation from the Fire Marshal supporting the requested changes.

During the discussion, staff began reading a multi-part letter from a neighboring property owner raising concerns about drainage, potential water ponding, parking surface and use, construction impacts, driveway access, and possible storage containers related to the proposed expansion. The chair clarified that the letter should properly be part of the public hearing

record, but allowed it to be finished. The neighbor, who could not attend, requested that his concerns be read into the record. Staff explained that engineering and fire review of the site plan had already been completed, with remaining issues limited to parking and landscaping tied to the PUD amendment. It was noted that engineering staff had spoken with the neighbor and that some concerns may relate to conditions on his own property rather than the subject site. The commission also confirmed that the PUD would run with the property, not the owner, and then invited the applicant to respond to the concerns.

Jessi Stringer, Eight Point Creative, representing the applicant, explained that the property owner and project engineer spoke directly with the neighboring complainant and believe many of his concerns stem from confusion about property boundaries, with some issues—such as dirt around a utility pole—likely located on the neighbor's own property. The applicant emphasized that any stormwater impacts would be legally addressed and engineered to prevent runoff onto adjacent properties. The building, constructed in 2014, has consistently operated as a carpet-cleaning business. The owner purchased it and retained the existing tenants, using a portion of the space for storage of his construction trucks, not for automotive repair as the neighbor suspected. The expansion is small but requires a PUD amendment for parking and related updates. Even with the parking modification, the site has historically operated well below capacity, and the applicant does not intend to change the use, anticipating no increase in intensity beyond the current limited occupancy.

During the discussion, commissioners asked about stormwater management, and the applicant confirmed the site was built in 2014 to modern City of Broken Arrow engineering standards, with existing storm drainage remaining unchanged. The primary site modification involves relocating and properly designating a fire lane to meet current accessibility needs, a change already approved by the Fire Marshal. Commissioners expressed comfort with the parking situation after hearing the building operates at low occupancy, with employees typically gone by 6:00 p.m., and that surrounding properties have ample unused parking, should future shared arrangements ever be needed.

Discussion also revisited the neighbor's concern about a dirt mound near a utility pole, with staff suggesting it may be related to a utility replacement on an adjacent property rather than the subject tract itself. With no additional speakers, the public hearing was closed. Commissioners noted their familiarity with the area and expressed support for allowing the small-scale commercial use to continue, stating that the location is best suited for low-intensity businesses like the existing carpet-cleaning operation.

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne
Move to Approve Item 26-183 - per the staff report - PUD-002592-2025 (Planned Unit Development), JCP Expansion, 0.64 acres, CG (Commercial General), located approximately just south of Washington Street (91st Street) and just west of Aspen Place (145th East Avenue), major amendment of PUD-50
The motion carried by the following vote:

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

7. Appeals - NONE

8. General Commission Business

A. 26-274 Presentation and discussion about the 7 propositions of the 2026 General Obligation Bond package, and a separate 8th proposition to fund improvements at the public sports facilities

Kenny Schwab, Assistant City Manager, presented Item 26-274 2026 GO Bond Package, Build Our Future BA bond program, emphasizing it as a reinvestment in Broken Arrow's growth and long-term planning. The proposal includes two funding components: a $415 million General Obligation bond funded through existing property tax millage with no tax rate increase, and a separate temporary, dedicated five-year sales tax for specific purposes. Projects were selected through extensive public input, surveys, steering committees, and meetings with stakeholders and end users.

The bond contains seven propositions covering streets, public safety, quality-of-life projects, city facilities, stormwater improvements on public property, drainage partnerships on qualifying private property, and a library expansion partnership. Streets receive the largest allocation at $205 million, reflecting strong public demand to address traffic congestion in a rapidly growing city that has evolved from a bedroom community into a regional employment hub. Public safety funding includes additional fire stations, training facilities, and costly equipment such as fire engines and ambulances. Quality-of-life investments include parks, trails, a new community center at Elam Park, and expanded recreational facilities. The program outlines 91 projects over approximately 10 years, structured around debt capacity as existing obligations roll off, reinforcing that the initiative reinvests existing revenue to support

continued community growth.

Mr. Schwab emphasized that the 2018 bond totaled $210.5 million across all six propositions, while the proposed $415 million bond nearly equals that entire amount in street improvements alone under Proposition 1, reflecting strong public demand to address traffic and growth. Other major allocations include $56 million for public safety, $74 million for quality of life projects such as a new community center at Elam Park, $65 million for public facilities including senior centers and museums, $11 million combined for stormwater and drainage, and $4 million for the South Library partnership, which has already leveraged additional private fundraising toward an estimated $13 million expansion.

In addition to the bond, the proposal introduces a new temporary, dedicated half-cent sales tax for five years to fund approximately $53 million in youth and adult sports improvements across 38 projects, including upgrades to Arrowhead, Indian Springs, Challenger, and Neinhuis sports complexes. The city plans to finance the full amount upfront through a loan, so projects can be completed within about three years rather than phased over a decade, reducing long-term inflationary costs and allowing current youth to benefit sooner. The half-cent sales tax equates to 50 cents per $100 spent and would increase the city's sales tax rate from 3.55% to 4.05%, keeping it comparable to nearby communities. The tax is dedicated solely to this purpose and expires on June 30, 2031. It could generate additional improvements if revenues exceed projections, while enhanced facilities are expected to boost tournament activity and local economic impact.

During the discussion, officials clarified that the temporary half-cent sales tax would expire June 30, 2031, and that “unnamed projects” apply only to the bond portion, where state law requires at least 70% of projects to be specifically identified, while up to 30% may remain flexible for contingencies or future needs within the same voter-approved proposition. Any use of those unnamed funds would require staff recommendation and City Council approval and must stay within the original proposition category.

The discussion also highlighted new public engagement tools, including an AI-powered phone system that answers bond-related questions and an interactive online project map, as well as upcoming public forums. Questions addressed the addition and relocation of fire stations, with officials emphasizing improved response times, expanded coverage in growing areas, and potential reductions in homeowners’ insurance rates due to better fire ratings. The drainage partnership program was also explained, noting that both staff-identified and citizen-submitted projects are reviewed through a formal application process and the Drainage Advisory Committee.

In response to concerns about dedicating the temporary sales tax to sports, leadership emphasized broader community benefits, including youth development, teamwork, leadership skills, and economic impact from tournaments. Officials noted that if the bond does not pass, infrastructure and facility needs would remain unmet and likely become more expensive later. They also reminded voters that each proposition will appear separately on the ballot, allowing individual votes on each measure. Overall, leaders framed the proposal as a strategic reinvestment in infrastructure, public safety, and community amenities to sustain Broken Arrow’s continued growth.

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

Commissioner Jaylee Klempa encourages citizens to vote.

10. Adjournment

The meeting was adjourned at 6:33 p.m.

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

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

City of Broken Arrow

Request for Action

File #: 26-408, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Acceptance of Planning Commission meeting minutes of February 26, 2026

Background:
The minutes of the Planning Commission meeting held February 26, 2026 were approved by the Planning Commission on March 12, 2026.

Cost: Approximately $200.00

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 02-26-2026 Planning Commission Minutes

Recommendation:
Accept minutes of Planning Commission meeting held February 26, 2026.

City of Broken Arrow
Planning Commission
Minutes

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, February 26, 2026 5:30 p.m. Council Chambers

1. Call to Order

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

2. Roll Call

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

3. Old Business - NONE

4. Consideration of Consent Agenda

A. 26-332 **Approval of Planning Commission meeting minutes of February 12, 2026**

B. 26-311 **Approval of LOT-002648-20290, Aequitas Lot Split, 1 lot to 2 lots 11.72 acres, RS (Residential Single-Family) and RM (Residential Multifamily) to AG (Agricultural), CG (Commercial General) via PUD-002281-2025 and BAZ-002280-2025, located approximately just south of Tucson Street (121st Street) and one-half mile west of Elm Place (161st East Avenue)**

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

5. Consideration of Items Removed from Consent Agenda

6. Public Hearings

A. 26-315 **Public hearing, consideration, and possible action regarding PUD-002627-2026 (Planned Unit Development), minor amendment to PUD-000725-2023, 15.59 acres, AG (Agricultural) to CG (Commercial General) and PUD-000725-2023via BAZ-000724-2023, located one-half mile north of New Orleans Street (101st Street), one-half mile west of 9thStreet (177th E. Avenue/Lynn Lane Road)**

Mackenzie Hackett, Staff Planner, presented Item 26-315. This item is a public hearing for consideration of PUD-002627-2026, a minor amendment to a previously approved PUD for 15.59 acres rezoned from agricultural to commercial general in May 2023 to allow expansion of an existing major utility facility. Because the use is not permitted in the CG district without a PUD or specific use permit, the original PUD established screening requirements, allowing the existing fence to remain and requiring any new or replacement fencing to meet the zoning ordinance standard of eight feet in height, with razor or barbed wire permitted. The applicant now requests to reduce the minimum fence height from eight feet to six feet. The property is not located within the 100-year floodplain, though the floodplain lies immediately to the east. Staff recommends approval based on the site's location and surrounding land uses.

Mike Thedford, Wallace Design Collective, stated that the applicant agrees with the staff recommendation and is requesting the fence height reduction to match the existing six-foot fencing around the utility facility. Commissioners confirmed that the only proposed change is reducing the required height from eight feet to six feet. Mr. Thedford explained that while security is a consideration, the facility already has six-foot fencing topped with razor wire, which has functioned effectively for years, and newer slatted fencing has improved its appearance. Commissioners expressed that requiring a mix of eight-foot and six-foot fencing would be inconsistent and unnecessary, noting that matching the existing six-foot fence is reasonable and practical.

MOTION: A motion was made by Jason Coan, seconded by Jaylee Klempa
Move to Approve Item 26-315 PUD-002627-2026 (Planned Unit Development), minor amendment to PUD-000725-2023, 15.59 acres, AG (Agricultural) to CG (Commercial General) and PUD-000725-2023 via BAZ-000724-2023, located one-half mile north of New Orleans Street (101st Street), one-half mile west of 9thStreet (177th E. Avenue/Lynn Lane Road)
The motion carried by the following vote:

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

B. 26-326 **Public hearing, consideration, and possible action regarding PUD-002644-2026 (Planned Unit Development) Elysian Fields III, a major amendment to PUD-306, 53.55 acres, AG (Agricultural) to RS-P (Single Family Residential - Preservation) & PUD-306 via BAZ-2050, generally located at the southeast corner of Tucson Street (121st Street) and Garnett Road (113th E. Avenue)**

Mackenzie Hackett, Staff Planner, presented Item 26-326. This item is a public hearing for PUD-002644-2026, a major amendment to PUD 306 for Elysian Fields 3, involving 53.55 acres at the southeast corner of Tucson Street and Garnett Road. The property was rezoned in June 2020 from agricultural to single-family residential preservation under PUD 306. The amendment proposes three changes: increasing the maximum number of dwelling units from 182 to 186, allowing for potential future development of a 2.05-acre commercial area at the corner of Tucson and Garnett, and requiring arterial sidewalks only along Tucson Street, with internal sidewalks and future commercial frontage sidewalks to be provided as development occurs. Any commercial development would require a future comprehensive plan amendment and additional zoning approvals, and a separate sidewalk waiver request would also be required. The property is designated Level 2 Urban Residential in the Comprehensive Plan, which supports RSP zoning, and a portion of the 100-year floodplain lies along the western edge. Staff recommends approval based on the Comprehensive Plan, site location, and surrounding land uses.

Nathan Cross, on behalf of the applicant, explained that the primary reason for the amendment is a change to the FEMA floodplain map. Improvements made along Hakey Creek in Bixby have shifted the 100-year floodplain westward, opening additional buildable area on the west side of the property. As a result, the applicant is requesting an increase of up to four additional lots, though he indicated the realistic number may be closer to three pending final engineering.

He also clarified that the amendment acknowledges the possibility of future commercial development at the hard corner of Tucson and Garnett. However, that corner remains largely within the 100-year floodplain and would require significant fill and improvements before development could occur. Additionally, Garnett Road serves as the boundary with Bixby, and any widening or infrastructure improvements would involve coordination beyond Broken Arrow. At the same time, Tucson is expected to be widened through bond funding. He emphasized that there is no current plan to develop the commercial corner and that any such proposal would require future public meetings and approvals. The intent is to preserve the option, consistent with the City's preference for commercial uses at major intersections.

Regarding sidewalks, Mr. Cross questioned whether sidewalks already exist along the developed portion of the property.

Commissioners clarified that sidewalks already exist along the developed portion of the property, and the applicant confirmed that additional sidewalks would extend through the site and be required with any future commercial development at the hard corner. No escrow would be required now, as sidewalk improvements at the corner would be addressed as part of any future commercial project.

Discussion also addressed the floodplain change, with the applicant explaining that the updated FEMA flood map, resulting from downstream improvements in Bixby, reduced the floodplain area rather than a formal letter of map revision initiated by the applicant. Commissioners confirmed that staff had received documentation supporting the revised floodplain boundary.

Finally, commissioners confirmed that the requested increase to "up to 186" lots sets a maximum, meaning if final engineering results in fewer than four additional lots, no further amendment would be required as long as the total does not exceed 186 units.

Bryan Weisman, 11831 East 121st Street, who owns property north of the large retention pond near the development, expressed concern about the requested increase in lot count. He explained that the neighborhood was originally proposed as RS-4 zoning, but after public input, the developer withdrew that request and instead pursued a PUD that allowed more lots. He stated that phases two and three established a maximum number of lots, and he believes the current amendment seeks to exceed that agreed scope. While he would have preferred RS-3

zoning, his primary request is that the PUD remain consistent with the previously approved maximum lot count rather than allowing additional units.

Commissioners clarified that the proposed PUD amendment involves three changes: increasing the maximum lot count from 182 to 186, modifying sidewalk requirements, and acknowledging potential future commercial use at the corner. Mr. Weisman reiterated his concern that the original PUD reduced density after strong public input and argued that increasing the lot count now moves back toward higher density. He acknowledged the number of additional homes would be small but felt the City had already granted significant relief, particularly regarding sidewalk requirements, and that density should remain at 182.

Commissioners noted the increase would apply only to the remaining undeveloped portion and likely involve three or four additional homes made possible by the reduced floodplain area on the west side. Staff explained that the additional lots result from newly buildable land due to the updated floodplain boundary, and that all existing design standards, lot sizes, and setbacks would remain unchanged. Commissioners discussed whether to cap the number below 186. Still, they agreed to allow the applicant to clarify expected final lot counts during engineering, emphasizing that the amendment sets a maximum rather than a guaranteed total.

Staff read four emailed comments from nearby residents opposing the proposal, primarily expressing concern about potential future commercial development at the corner of Tucson and Garnett and its impacts on traffic, noise, refuse, and neighborhood character. Commissioners clarified that the Comprehensive Plan currently designates the area as Level 2 Urban Residential and does not show commercial at that corner, meaning any future commercial use would still require a Comprehensive Plan amendment and rezoning. Members discussed whether including the commercial designation within the PUD now effectively signals support for a plan change and concluded that the commercial component could be removed from the amendment and addressed separately in the future if pursued.

Discussion then focused on density and the requested increase from 182 to up to 186 lots. The applicant explained that the additional lots are made possible by the updated FEMA floodplain boundary, which created more buildable area on the west side of the property. Commissioners debated whether the density calculation under the PUD is directly comparable to standard RS-3 zoning. They noted that the increase represents only three or four additional homes in the remaining undeveloped portion. The applicant maintained that the overall density remains within acceptable limits and does not exceed RS-3 standards.

The board also examined whether homes could realistically be constructed outside the floodplain while meeting setback requirements, with the applicant confirming that the displayed layout is conceptual but based on engineering analysis showing the lots are feasible. Finally, commissioners raised concerns about sidewalk requirements along the future commercial corner, noting consistency with prior projects that required escrows when sidewalks could not yet be constructed. The applicant agreed that establishing an escrow for future sidewalk construction would not be an issue, acknowledging that building a sidewalk now may not be feasible due to floodplain constraints.

MOTION: A motion was made by Jason Coan, seconded by Robert Goranson
Move to Approve Item 26-326 PUD-002644-2026 (Planned Unit Development) Elysian Fields III, a major amendment to PUD-306, 53.55 acres, AG (Agricultural) to RS-P (Single Family Residential - Preservation) & PUD-306 via BAZ-2050, generally located at the southeast corner of Tucson Street (121st Street) and Garnett Road (113th E. Avenue) with modifications – allow the increase in dwelling units from 182 to 186, deny the acknowledgement of future commercial on the hard corner, and allow escrow for the sidewalks along Garnett Road and Tucson Street
The motion carried by the following vote:

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

C. 26-316 **Public hearing, consideration, and possible action regarding PUD-002519-2025, major amendment to PUD-307, and BAZ-002633-2026, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue).**

Jose Jimenez, Planner II, presented Item 26-316. This item is a public hearing for PUD 002519-2025 and BAZ 002633-2026 for Aspen Creek Villas, involving 90.33 acres north of Tucson Street and east of Olive Avenue. The request would rezone the property from commercial heavy to single-family residential compact (RSC) and amend PUD 307 to allow up to 415 homes with minimum lot widths of 52 feet, minimum lot sizes of 6,000 square feet, and 20-foot front and rear setbacks. The development standards are largely consistent with the City's new RSC zoning district, which permits smaller lots in exchange for dedicating at least

15% of the site as open space. Because the property borders the Creek Turnpike, 80 feet of right-of-way must be dedicated along the north boundary for a future frontage road at platting, along with any additional required easements.

The development outline states that no final plat may be approved until funding for the widening of Tucson Street is secured. The April 2026 General Obligation bond includes funding to widen Tucson from Olive to Aspen from two lanes to five, along with sidewalks and related improvements, if approved by voters. Surrounding land uses include the Creek Turnpike and vacant land to the north, multifamily residential to the east, single-family neighborhoods to the south, and open space and golf course land to the west. The site is not located within the 100-year floodplain, and city water and sewer are available. Based on the Comprehensive Plan and surrounding uses, staff recommends approval.

In discussion, it was acknowledged that if the 2026 bond does not pass, the City would need to evaluate alternative funding strategies, similar to situations experienced in other communities. While there is confidence that the bond reflects substantial community input and has strong support, voter approval is not guaranteed, and future steps would depend on broader City discussions if funding were not secured.

Commissioners asked whether approval of the PUD should be contingent upon voter approval of the 2026 General Obligation bond that includes funding for the Tucson Street widening. Staff explained that Tucson Street is a named project in the bond package and is listed first among street improvements, meaning that if voters approve the bond, funding for that project would be secured. The development outline ties the requirement to final plat approval, not the rezoning stage, and staff noted that the project would not reach final plat before the April vote, so that the outcome would be known in advance.

Commissioners also questioned whether the proposed 415 homes could realistically fit on the site while meeting the 15% open space requirement required under RSC zoning. Staff responded that the current layout is conceptual and that detailed compliance with open space and other standards would be fully evaluated during the platting process.

Alan Betchan, AAB Engineering, explained that the Planning Commission previously heard this PUD and was later considered by the City Council, where it failed on a 2–2 vote due primarily to concerns about traffic on Tucson Street and whether approving the proposed number of homes without guaranteed roadway improvements was appropriate. In response to those concerns, the current proposal includes a requirement that funding for the Tucson Street widening be secured before any final plat approval.

He noted that Tucson Street has already been fully designed and was considered shovel-ready as part of the bond package discussions. However, if the bond does not pass, the developer understands that no final plat—and therefore no home construction or sales—can proceed until funding for Tucson is in place. The intent is to allow engineering and project planning to move forward while ensuring protections tied to roadway improvements remain in effect.

Mr. Betchen also acknowledged that the recently adopted RSC zoning standards, including the 15% open space requirement, may affect the final lot count. He stated the applicant is not requesting waivers and understands that if the project cannot achieve 415 lots while complying with all requirements, the total number of homes will be reduced accordingly. The proposal is intended to address prior traffic concerns while remaining consistent with discussions held with staff, neighbors, and council members.

Commissioners questioned how the project would proceed if the 2026 bond funding for the Tucson Street widening did not pass. Mr. Betchen explained that under the proposed PUD language, no final plat could be approved—and therefore no lots sold—until Tucson Street is funded, whether through the bond or another mechanism. He emphasized that this condition was included to address prior City Council concerns about traffic and that moving forward with engineering before the final plat would be at the developer's risk.

Discussion then shifted to the required 15% open space under the RSC zoning, which Mr. Betchen confirmed is binding and not subject to waiver. Compliance would be fully evaluated during platting, and the lot count would adjust if necessary to meet code.

Commissioners raised concerns about the required 80-foot right-of-way dedication along the north boundary for a future frontage, service, or collector road parallel to the Creek Turnpike. They noted that previous discussions in adjacent developments contemplated a continuous service road and questioned why the conceptual plan did not show it. Mr. Betchen responded that the comprehensive plan identifies a collector corridor, but the exact configuration—whether a frontage road, service road, or internal collector—has not yet been finalized and would be determined during platting in coordination with staff. He stated that nothing in the

PUD waives the requirement to provide the collector or necessary right-of-way, but incorporating such a road could significantly alter the layout.

Commissioners also asked about existing billboards along the turnpike frontage, noting they were not depicted on the plan. Mr. Betchen explained that the billboards are subject to private lease agreements and existing entitlements, and their status would need to be addressed during platting. He reiterated that the current PUD amendment aligns with the previously approved comprehensive plan amendment and primarily seeks to address traffic concerns by tying development to Tucson Street funding. At the same time, detailed roadway configuration and related issues would be resolved at the plat stage.

Caralee Ingram, co-owner of Little Links Golf Course west of the site, expressed concerns about the proposed development's potential impacts on her business. While acknowledging that development is occurring throughout the area and that the applicant has revised plans multiple times, she emphasized that unresolved issues remain, particularly related to flooding and downstream drainage.

She stated that the floodplain near the retention pond already affects portions of the golf course, especially the back nine, and additional upstream development could worsen flooding and potentially render some holes unusable. She also referenced broader drainage concerns tied to the Innovation District and other growth pushing water westward, noting that no comprehensive downstream solution has yet been finalized. Traffic congestion along Olive and Tucson was also cited as an ongoing concern.

Ms. Ingram explained that while discussions have occurred with the City, significant coordination across jurisdictions and funding challenges remain. Her primary request was for clearer assurances that drainage and floodplain impacts will be addressed before additional development proceeds, emphasizing that her concerns apply to any project in the area and are focused on protecting her business and property, Little Links Golf Course.

Commissioners confirmed that Ms. Ingram's primary concern is drainage rather than the Tucson bond itself. She emphasized that while the proposed development would not be entirely impervious, the cumulative impact of rooftops and pavement could increase runoff toward Little Links Golf Course, which already functions as a de facto retention area. She expressed concern that additional water could further strain existing infrastructure, including a narrow culvert under 121st Street that she believes is already undersized for current floodplain conditions.

It was noted that development regulations require on-site detention to prevent increases in upstream or downstream runoff, and explained that engineered storage systems can slow release rates and potentially improve existing conditions. Ingram acknowledged that possibility but reiterated that the golf course has experienced repeated flooding and equipment damage and that existing drainage constraints remain unresolved. She stated that her family has met with City officials and engineers to document these concerns and wants assurance that future development will not worsen flooding impacts on their property.

An emailed comment from Shreece Tim, who lives in the 6700 block of South Joshua Avenue, expresses opposition to the proposal. He states that the nearby school is already overcrowded, the existing two-lane road network cannot handle additional traffic, and the stop sign at 121st and Olive is frequently backed up. He believes more housing should not be added in the area, given the current traffic and school capacity conditions.

In rebuttal, Alan Betchen stated that the PUD condition requiring Tucson Street to be funded before final plat approval directly addresses both traffic concerns and drainage issues tied to existing culvert constraints in Tucson. He emphasized that the development will include on-site detention designed to reduce post-development peak runoff to at or below existing conditions, as required by city standards. He noted that a detention facility is specifically planned along the tributary most concerning to Little Links, providing an opportunity for controlled mitigation upstream.

When asked whether the developer had engaged with Little Links, Mr. Betchen indicated there had been prior discussions over the years. However, he could not recall specifics tied to the most recent drainage conversations. He reiterated that engineered detention could potentially improve current conditions compared to leaving the land undeveloped, which provides no formal stormwater controls.

Commissioners questioned whether the project's density had been reconsidered over time. Mr. Betchen responded that multiple concepts had been explored, including commercial and lower-density options, but that attainable housing economics and the site's proximity to a future five-lane arterial and turnpike access support the proposed density. He clarified that the previous

City Council vote failed due to concerns about traffic without a guaranteed Tucson widening, and the current application includes that funding requirement as a material change.

Significant discussion focused on the required 80-foot right-of-way for a frontage or collector road parallel to the Creek Turnpike. Commissioners expressed concern that the conceptual layout did not depict the road or existing billboards, which could materially affect lot configuration. Mr. Betchen confirmed that the comprehensive plan requires the road and that nothing in the PUD waives that obligation. He acknowledged that incorporating the road could change the layout, but maintained it would not materially undermine the project's viability. Staff confirmed the comprehensive plan identifies a frontage road in that location and that the adjacent apartment project dedicated right-of-way for it. Commissioners emphasized their desire to ensure the frontage road and billboard considerations are clearly on the record and addressed during platting, with the applicant affirming that those requirements remain in place and will be resolved at the next stage.

Commissioners expressed concern about the overall density of the project, noting that more than 400 homes in that location feels significant and that they have heard from residents who prefer larger-lot homes rather than additional compact developments. While he acknowledged that higher density near a highway can make planning sense, he emphasized that community feedback has been trending against smaller-lot neighborhoods.

Commissioners stated that the site's proximity to an existing apartment complex supports a housing product of similar intensity rather than larger-lot homes. It was clarified that the concern was not about residential use itself, but specifically about the compact lot sizes. It was confirmed that commissioners do not oppose the property being residential and trust that engineering requirements will address drainage concerns, but wanted to note ongoing community hesitation about continued approval of compact housing developments.

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne
Move to Deny Item 26-316 PUD-002519-2025, major amendment to PUD-307, and BAZ-002633-2026, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue).
The motion carried by the following vote:

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

MOTION: A motion was made by Mindy Payne, seconded by Jonathan Townsend
Move to Table Item 26-316 PUD-002519-2025, major amendment to PUD-307, and BAZ-002633-2026, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue), to March 26, 2026
The motion carried by the following vote:

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

7. Appeals - NONE

8. General Commission Business - NONE

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

During further discussion, commissioners raised the concept of compensatory storage in relation to building within floodplain areas. Alan Betchen explained that compensatory storage allows a developer to place fill in the floodplain if an equivalent volume of material is excavated elsewhere within the floodplain, maintaining a one-to-one balance below the base flood elevation. He noted that additional floodplain modeling and regulatory approvals, often involving FEMA and potentially the Corps of Engineers, are required. While feasible, the process can take several months and involves significant documentation. Commissioners acknowledged that compensatory storage provides a legal pathway to modify floodplain areas but is a substantial undertaking.

The discussion then shifted to density calculations under the new zoning ordinance. Staff clarified that permitted dwelling unit calculations are based on gross land area, excluding areas designated for non-residential uses, but including residential open space and recreation areas. However, open space must meet specific criteria under Section 3-1-3G and cannot simply consist of unusable floodplain or inaccessible areas; it must be functional and meet defined standards. Commissioners noted that prior zoning approaches may have differed and emphasized the importance of ensuring accurate density comparisons between straight zoning and PUD calculations.

The meeting concluded with reminders about upcoming bond informational meetings and confirmation that no additional remarks were offered before moving toward motions.

10. Adjournment

The meeting was adjourned at 7:29 p.m.

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

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

_____ _____

Chairperson Secretary

City of Broken Arrow

Request for Action

File #: 26-369, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Acceptance of Drainage Advisory Committee meeting minutes of November 3, 2025

Background:
The minutes of the Drainage Advisory Committee meeting held November 3rd, 2025, were approved by the Drainage Advisory Committee on February 23rd, 2026.

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: SPECIAL DRAINAGE ADVISORY COMMITTEE MINUTES 11-3-2025

Recommendation:
Accept the Drainage Advisory Committee meeting minutes of November 3rd, 2025

City of Broken Arrow

Special 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, November 3, 2025 **Time 6:00 p.m.** **Council Chambers**

1. Call to Order

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

2. Roll Call

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

3. Consideration of Consent Agenda

A. 25-1558 Approval of Drainage Advisory Committee meeting minutes of July 28th, 2025

MOTION: A motion was made by Donna Wallace, seconded by Amber Hamilton
Move to Approve Consent Agenda
The motion carried by the following vote:
Aye: 6 - David Pickel, Donna Wallace, Johnnie Parks, Amber Hamilton, Denise Mason, Lori Hendricks

4. Consideration of Items Removed from Consent Agenda - NONE

5. Presentations

A. 25-1559 Presentation summarizing the projects and funds spent to date of Proposition 6 of the 2018 GO Bond

Pat Wilson, Stormwater Division Manager, presented Item 25-1559, and began by explaining that the presentation covered funding allocations from the 2018 GO Bond as recommended by the Drainage Advisory Committee (DAC) and approved by City Council. He clarified that projects under Adams Creek, Haikey Creek, and Elm Creek now show zero remaining balances—not because all funds have been spent, but because they've been fully allocated to specific projects. He noted he's currently closing out several of those projects and coordinating with the Finance Department to reconcile totals. An internal audit is underway to ensure Engineering's and Finance's ledgers align. Mr. Wilson emphasized that every funding item presented that night would fall within the approved bond allocation totals, confirming available funding capacity. He also distributed printed project ledgers—comprehensive four-year records in fine print—and said he would summarize only the key highlights at a "satellite level"

for the committee's review.

Mr. Wilson reported that the Drainage Advisory Committee has reviewed 70 items in total: 59 recommended to the City Council, nine not recommended, and two tabled. Of those, 34 projects have been fully closed, and he is working with Finance to finalize those closeouts, which could return unspent balances—such as leftover funds from projects that came in under budget—back into their respective drainage basins, such as Haikey or Adams Creek. Thirteen additional projects are in the closeout process and expected to appear on the next meeting's agenda once Finance verifies the figures.

He added that one project is currently in permitting, four are under construction, and nine are in design, totaling the active portion of the program. Remaining unallocated bond funds include $567,169.50 for the Broken Arrow Creek basin and $105,384.12 in unnamed funds, which may be applied to any basin as needed.

Mr. Wilson said those figures do not yet include the new projects under discussion since they have not been formally recommended to Council. He expects to include them in the next update. Finally, he noted that staff and city management plan to recommend continuing the stormwater funding component—Proposition 6—in the upcoming 2026 General Obligation Bond, as discussed during recent public meetings.

Mr. Wilson confirmed that the $105,000 listed as "unnamed" funds can be used in any basin, including areas like Spunky Creek. Any unspent funds from specific projects will be returned to their original basin—for example, if leftover money came from the Haikey Creek allocation, it would be returned to the Haikey Creek fund.

Committee member Parks praised the flexibility and effectiveness of this funding structure, noting that Proposition 6 has allowed the city to address drainage issues on both public and private property—something previously restricted—and expressed support for including it again in the 2026 General Obligation Bond.

When asked, Assistant City Manager Kenny Schwab said the 2018 bond approved $5.5 million for Proposition 6, and staff expect to propose a similar amount—around $5 million—for the 2026 renewal. In total, the following bond proposal is projected to include about $11 million for stormwater improvements across Propositions 5 and 6.

Mr. Wilson also explained that the city uses a separate Stormwater Capital Fund, which collects fees from developers who opt to pay rather than build detention facilities when regional infrastructure already exists. Those funds can only be used for drainage improvements on city-owned property, such as the recent rehabilitation of the Park on Florence detention pond.

It was clarified that while the project ledger currently shows $5.8 million allocated—slightly more than the bond total—the city has not overspent. The discrepancy reflects allocations, budgets, and encumbrances that are still being reconciled through the audit and project closeout process, after which any unused amounts will be returned to the appropriate fund balance.

6. General Committee Business

A. 25-1560 Consideration, discussion, and possible action to recommend to Council to expend funds for drainage design improvements in the Tucson Village II Subdivision (Case No. 25-018)

Pat Wilson, Stormwater Division Manager, presented Item 25-1560, the Tucson Village II drainage issue located south of West Tucson Street (121st) and west of County Line Road (23rd Street). The subdivision was platted in 2021, with its southern edge extending into unincorporated Tulsa County. Although FEMA's current map still shows part of the area within

the Broken Arrow Creek floodplain, the developer completed a Letter of Map Revision (LOMR) in February 2021, officially removing it from the floodplain.

Mr. Wilson explained that a 60-foot drainage easement was platted along the rear of the affected properties, and plans approved through the city's No Exceptions Taken (NET) process required a drainage swale in that area. However, the swale was never built. As a result, roughly 46 cubic feet per second of stormwater from an 11- to 15-acre drainage area now flows directly onto the lots, saturating the ground and causing erosion that pushes sediment across sidewalks and into the street.

Photos and videos showed persistent waterlogging, a visible spring from a high water table, and erosion along the side yard where runoff diverts toward the street rather than being captured by a designed channel. Mr. Wilson emphasized that the drainage should have been collected and conveyed west to Broken Arrow Creek.

Before bringing the proposal forward, staff held a public meeting on September 4, 2025, with all affected homeowners along South Winston. Roughly two-thirds attended, and all expressed support for the city's assistance in correcting the drainage problem.

The city's proposed solution is to design drainage improvements to reconstruct or install the missing swale, address erosion, and prevent sediment from reaching public areas. Mr. Wilson recommended that the Drainage Advisory Committee approve $65,000 for project design and forward the recommendation to City Council, noting the clear public benefit of mitigating flooding and infrastructure impacts along this corridor.

During the discussion, questions arose about how the drainage swale in Tucson Village II was omitted despite being included in the approved plans. Mr. Wilson confirmed that the feature was shown on the 2021 development plans, but was never built by the contractor. He explained that while the city inspects and bonds for public improvements—such as streets, water, sanitary sewer, and storm sewer systems—this drainage swale was classified as a private improvement within a drainage easement. Because it was not a public facility, it did not fall under the city's bonding or inspection authority, and staff were uncertain why the developer's contractor failed to construct it.

It was stated that they intend to send a formal letter to the developer, asking why the drainage feature was not completed, and to explore a potential cost-sharing arrangement to address the issue. Staff also plan to revise internal practices to ensure that private drainage improvements are visually checked in future projects, since omissions like this can cause downstream flooding and erosion.

It was noted that fencing should not have been allowed across the 60-foot drainage easement except for chain link, and staff speculated the developer may have skipped construction of the swale to preserve usable backyard space for homebuyers. The city engineer suggested that, to correct the current problem, a storm pipe and inlet system could be installed to carry runoff westward to Broken Arrow Creek while maintaining the existing fences.

When asked about financial recovery, it was clarified that the $65,000 being requested was only for design work. If the developer later agrees to participate in a cost-share for construction, those funds would be reimbursed to the drainage account.

In response to questions about enforcement, the city attorney and engineering staff explained that legal recourse is limited because the omitted swale was a private improvement not owned by the city. The city can only exert leverage indirectly—by tightening reviews and inspections on the developer's future projects.

Resident Leann Morris of 1909 East Winston Street said she filed the drainage claim with the city and that the flooding videos were taken even after she installed five drains and a pump to remove water from her yard. She said the builder added those about 14 months ago after years of requests, yet flooding still occurs. Roughly two years earlier, workers had removed dirt from her backyard, unintentionally creating a shallow basin that now holds water but likely kept it from entering her home during recent storms, where it came within inches of her brick and porch. She said her backyard is now severely damaged.

MOTION: A motion was made by Denise Mason, seconded by Donna Wallace
Move to Approve funds as presented for Case No. 25-018
The motion carried by the following vote:
Aye: 6 - David Pickel, Donna Wallace, Johnnie Parks, Amber Hamilton, Denise Mason, Lori Hendricks

B. 25-1561 Consideration, discussion, and possible action to recommend to Council to expend funds for drainage design improvements to a drainage channel located in the 6100 Center commercial subdivision (Case No. 25-020)

Pat Wilson, Stormwater Division Manager, presented Item 25-1561 and explained that although the committee lacked a quorum at the prior meeting, nearly 20 residents attended, so staff still presented the information to ensure transparency. He then introduced the 6100 Center project, located south of Albany Street and west of Olive Avenue, near Floral Haven Cemetery. The area drains into Haikey Creek and would use funds from the remaining unnamed allocation. Developed in 1985, the commercial site contains a deteriorating Fabraform concrete-lined channel, built without a drainage easement and now privately owned by each lot owner. The channel conveys runoff toward a downstream creek and runs adjacent to both a sanitary sewer line and overhead utilities, leaving no city access for maintenance. Photos showed severe erosion and undercutting, threatening the sewer and poles. Staff recommended allocating $5,000 for drainage design improvements to protect infrastructure and stabilize the channel, with construction costs and possible cost-sharing to be addressed later.

The committee discussed the 6100 Center drainage issue, confirming that the channel serves an industrial area, where each building's sewer laterals connect to a city central adjacent to the deteriorating Fabraform channel. Staff explained that the concrete lining, installed in 1985 before Broken Arrow had formal design standards, has cracked, heaved, and eroded, creating possible voids behind it and threatening nearby sewer and utility lines. The committee clarified that the project cost was $50,000 for design, not $5,000, and that while the drainage is private, it ultimately connects to Floral Haven Creek and Haikey Creek. They noted a drainage easement would be required to complete the work.

Property representative David Hall described the 20-acre commercial area, home to 60 property owners and about 80 businesses employing hundreds of people, emphasizing that the channel carries runoff from beyond their site and that owners have spent years maintaining it. He urged approval and collaboration on repairs. Staff confirmed the design would comply with current stormwater standards, ensure no increase in downstream flow, and likely include velocity-control features. They also said an engineering firm with experience in similar projects has been identified. Committee members praised the property owners' cooperation and agreed that the project aligns with the purpose of the 2018 Proposition 6 drainage program, and recommended its approval.

MOTION: A motion was made by Donna Wallace, seconded by Johnnie Parks
Move to Approve the funds for Case No. 25-020
The motion carried by the following vote:
Aye: 6 - David Pickel, Donna Wallace, Johnnie Parks, Amber Hamilton, Denise Mason, Lori Hendricks

C. 25-1562 **Consideration, discussion, and possible action to recommend to Council to expend funds for design of drainage improvements and protection of existing City Sewer trunk line at East Natchez Street and Lynn Lane (South 177th East Avenue) (Case No. 25-019)**

Pat Wilson, Stormwater Division Manager, presented Item 25-1562, the East Natchez Street and Lynn Lane drainage project in south Broken Arrow, near Indian Springs Country Club. The site includes two focus areas: a drainage corridor along Natchez Street and the pond embankment, which contains a 60-inch sanitary sewer trunk line that carries most of the city's wastewater to the treatment plant. Heavy spring rainfall—about 2.5 inches in 45 minutes, roughly a 45-year storm—caused severe overland flooding, overtopping a berm built behind the applicant's house and sending runoff into Broken Arrow Creek.

Photos and videos from the event showed water from the golf course and surrounding areas using Natchez Street as an impromptu channel, with visible erosion and pooling. The pond outlet consists of three corrugated pipes through the berm, and the city's main sewer line runs immediately behind it, posing a risk if the berm fails. The area's original stormwater infrastructure, built in 1980–84 before Broken Arrow had floodplain standards or drainage design criteria, is outdated and undersized.

Mr. Wilson explained that the project would analyze and design solutions to capture and convey overland flow, reduce flooding in Natchez, and evaluate the berm's outlet structure to protect the sewer line and improve system capacity. Staff recommended that the Drainage Advisory Committee endorse allocating $75,000 for the design of drainage improvements at Natchez and Lynn Lane to mitigate flooding and safeguard critical infrastructure.

When questioned whether the pond embankment and sewer line run along Broken Arrow Creek, and if any work was planned for the creek itself. It was confirmed that the 60-inch sewer line parallels the creek, but that no direct improvements are planned there. The City has already replaced the downstream segment from the Lynn Lane treatment plant north to 111th Street and is currently upgrading the next stretch toward 101st, a $16 million project. Protecting the existing section near Natchez and Lynn Lane is critical, as it conveys nearly all sewage from that part of the city.

Mr. Wilson emphasized that the public benefit of the proposed design study is twofold: protecting the five-foot-diameter sewer line from potential failure and improving road passability on Natchez Street, where outdated stormwater systems cause repeated flooding. They noted that Indian Springs and nearby neighborhoods drain into this area. Still, the original 1970s design relied on the street itself as a storm channel—a common but now obsolete practice where the roadway carried overflow beyond the curb during storms exceeding the pipe's five-year capacity. Modern standards instead require underground systems designed for 100-year events, and this project would move conditions closer to that current standard.

MOTION: A motion was made by Johnnie Parks, seconded by David Pickel
Move to Approve Case No. 25-019 for $75,000 in Engineering fees
The motion carried by the following vote:
Aye: 6 - David Pickel, Donna Wallace, Johnnie Parks, Amber Hamilton, Denise Mason, Lori Hendricks

7. Adjournment

The meeting was adjourned at 7:06 p.m.

MOTION: A motion was made by Johnnie Parks, seconded by David Pickel
Move to Adjourn
The motion carried by the following vote:
Aye: 6 - David Pickel, Donna Wallace, Johnnie Parks, Amber Hamilton, Denise Mason, Lori Hendricks

Lori Hendricks 2/23/26 Lisa Blackford
Chairperson ~~Secretary~~ secretary

City of Broken Arrow

Request for Action

File #: 26-379, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Approval of and authorization to execute a Proclamation declaring the week of March 23, 2026 Arbor Week

Background:
Arbor Day is observed annually throughout the nation and the world. The purpose of Arbor Day is to recognize the importance of trees in our environment and to encourage all residents to support efforts to protect our trees and woodlands. The Council's approval of the Arbor Week Proclamation is an important aspect of the City's continued status as a Tree City U.S.A. The City of Broken Arrow is celebrating its 26th year as a Tree City U.S.A. Community

Cost: None

Funding Source: N/A

Requested By: Matt Hendren, Parks and Recreation Director

Approved By: City Manager's Office

Attachments: Arbor Week 2026 Proclamation

Recommendation:
Approve and authorize execution of the Proclamation declaring the week of March 23, 2026 Arbor Week.

A PROCLAMATION OF THE MAYOR OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROCLAIMING THE WEEK OF MARCH 23rd, 2026 AS ARBOR WEEK IN THE CITY OF BROKEN ARROW

§ 1. **WHEREAS**, Oklahoma has recognized Arbor Week through observance and ceremonies since 1982; and

§ 2. **WHEREAS**, we recognize the importance of planting trees to beautify our parks and public places and around our homes and businesses; and

§ 3. **WHEREAS**, we recognize the environmental, social and economic benefits of trees such as providing shade; creating a sense of community and visually pleasing neighborhoods; reducing home heating and cooling costs, reducing air pollution, noise pollution and soil erosion; and enhancing property value and economic vitality of business areas; and

§ 4. **WHEREAS**, it is the purpose of Arbor Week to encourage the planting of trees in urban and rural areas, promote proper management of trees; and to remember the many benefits we receive from trees; and

§ 5. **WHEREAS**, Broken Arrow has been awarded for twenty-six consecutive years, **Tree City USA** status by the National Arbor Day Foundation.

NOW, **THEREFORE**, I, MAYOR OF THE CITY OF BROKEN ARROW, OKLAHOMA:

§ 6. Do hereby proclaim the week of March 23rd, 2026 as Arbor Week in the City of Broken Arrow and encourage all citizens to observe Arbor Week by planting an Oklahoma proven tree for the benefit of all citizens and that of future generations.

PASSED AND APPROVED this 24th day of March 2026.

_____

Debra Wimpee, Mayor

City of Broken Arrow

Request for Action

File #: 26-425, **Version:** 1

Broken Arrow City Council
Meeting of: 03/01/2026

Title:

Approval of and authorization to execute a Proclamation declaring April 22, 2026, as Earth Day, and the month of April, 2026 as Earth Month in the City of Broken Arrow and encourage our citizens to participate in activities such as recycling, reducing, reusing, replanting, and restoring our communities and the planet

Background:

Earth Day has been celebrated for 56 years since April 22, 1970 when Senator Gaylord Nelson from Wisconsin collaborated with politicians and student activists to bring awareness to the human impacts on air, water, and land quality. As such, the City of Broken Arrow wishes to continue their annual celebration of Earth Day and host local events such as the Solid Waste and Recycling Department's Trash Bash and Recycling Rally in April to demonstrate our commitment to the beautification and preservation of our City's history and natural resources.

The City of Broken Arrow's Conservation Committee recognizes the City's responsibility to engage residents with messaging that leads to acts of environmental stewardship such as water conservation, litter prevention, and pollution mitigation. Furthermore, our leaders understand small actions can lead to great achievements and the City should encourage its residents to be mindful about taking care of their environment so our City remains steadfast in its growth and successful economy.

The attached Proclamation proclaims April 22, 2026 as Earth day and the month of April 2026 as Earth month in the City of Broken Arrow.

Cost: $0

Funding Source: N/A

Requested By: Jerry L. Schuber Sr., Solid Waste and Recycling Director

Approved By: City Manager's Office

Attachments: Proclamation

Recommendation
Approve and authorize execution of the Proclamation

BROKEN ARROW
Where opportunity lives

PROCLAMATION

City of Broken Arrow, Oklahoma

WHEREAS, Earth Day has been celebrated for 56 years since April 22, 1970 when Senator Gaylord Nelson from Wisconsin collaborated with politicians and student activists to bring awareness to the human impacts on air, water, and land quality; and

WHEREAS, the City of Broken Arrow wishes to continue their annual celebration of Earth Day and host local events such as the Solid Waste and Recycling Department's Trash Bash and Recycling Rally in April to demonstrate our commitment to the beautification and preservation of our City's history and natural resources; and

WHEREAS, the City of Broken Arrow's Conservation Committee recognizes the City's responsibility to engage residents with messaging that leads to acts of environmental stewardship such as water conservation, litter prevention, and pollution mitigation; and

WHEREAS, our leaders understand small actions can lead to great achievements and the City should encourage its residents to be mindful about taking care of their environment so our City remains steadfast in its growth and successful economy.

NOW, THEREFORE, I, MAYOR OF THE CITY OF BROKEN ARROW, OKLAHOMA:

Do hereby proclaim April 22, 2026 as Earth Day and the month of April, 2026 as Earth Month in the City of Broken Arrow and encourage our citizens to participate in activities such as recycling, reducing, reusing, replanting, and restoring our communities and the planet.

_____

Mayor Debra Wimpee
City of Broken Arrow, Oklahoma

City of Broken Arrow

Request for Action

File #: 26-357, **Version:** 1

Broken Arrow City Council
Meeting of: 3-24-2026

Title:
Approval of and authorization to execute a professional Consultant Agreement with Cowan Group Engineering for the design of the Operations Center Site Improvements Project (Project No. 2217090)

Background:
In 2021 the City of Broken purchased the Public Works Field Office building from Windstream, for the use of both the Utilities and Streets & Stormwater departments. A space study has been performed to determine the best utilization of the space. The Public Works Field Office has been renovated in alignment with the space study, which has led to an increase in vehicles on site. This project will be a conceptual plan for the overall Operations Center site improvements to account for the increased vehicle load, improve site flow and safety, and plan for future growth.

City staff negotiated an agreement with Cowan Group Engineering to prepare the conceptual drawings and survey the entire property for $35,500.00

Cost: $35,500.00

Funding Source: STCI

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

Approved By: City Manager's Office

Attachments: Professional Consulting Agreement

Recommendation:
Approve and authorize to execute a professional Consultant Agreement with Cowan Group Engineering for the design of the Operations Center Site Improvements Project (Project No. 2217090)

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
OPERATIONS CENTER SITE IMPROVEMENTS
PROJECT NUMBER: 2217090

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and COWAN GROUP ENGINEERING, LLC, (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to provide site improvements at the Operations Center located at 2302 S 1st Place (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 they:

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 - FIREARMS INDUSTRY NONDISCRIMINATION

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

ARTICLE 26 - COMMUNICATIONS

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

OWNER: City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Mr. Charlie Bright, P.E.
Director of Engineering and Construction

CONSULTANT: Cowan Group Engineering, LLC
7100 N. Classen, Suite 500
Oklahoma City, OK 73116
Phone Number
Contact Name: Jeff D. Cowan, P.E.
CEO

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

ARTICLE 27 – ELECTRONIC SIGNATURES

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

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: _____

CONSULTANT:
Cowan Group Engineering, LLC

By: Jeff D. Cowan
Jeff D. Cowan, P.E. CEO

Date: 2/26/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Sara Tibbs

Date: 2/26/2026

Approved as to form:

Graham Parker
Assistant City Attorney

VERIFICATION

State of Okla)
) §
County of Okla)

Before me, a Notary Public, on this 26th day of Feb, 2026, personally appeared Jeff Cowan, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Cowan Group Engineering, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
5/20/26

Tonya Alexander
Notary Public

TONYA ALEXANDER NOTARY PUBLIC # 02008759 Exp. 05/20/26 STATE OF OKLAHOMA

ATTACHMENT A
TO
PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING
FOR
OPERATIONS CENTER SITE IMPROVEMENTS
PROJECT NO. 2217090

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for the construction of Operations Center Site Improvements at 2302 S. 1st Place in Broken Arrow. Services shall include topographic survey and planning documents. Additional services for construction documents will be provided as an amendment to this contract at a later date.

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.

1.3 Furthermore, the CONSULTANT understands that the OWNER has ($500,000) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

2.0 PROJECT SCOPE

2.1 BOUNDARY AND TOPOGRAPHIC LAND SURVEY SERVICES

2.1.1 The project consists of an existing 17.8 acre site with multiple existing buildings and parking lots.

2.1.2 CONSULTANT will establish GPS control on site, set benchmarks, locate or set boundary monuments around the parent tract, set aerial targets for drone flight and fly the site with a drone for lidar data and aerial imagery

2.1.3 CONSULTANT will shoot vertical checks in the field for tin checks as required, verify location of the creek throughout the property, locate existing drainage structures and systems, sanitary sewer systems, visible above ground utilities, and utilities as identified by an OKIE locate.

2.1.4 CONSULTANT will locate buildings with height and dimensions

2.1.5 CONSULTANT will create a drawing file with 1-foot contours, all above ground improvements and located utilities.

2.2 PLANNING AND CONCEPTUAL DRAWINGS

2.2.1 CONSULTANT will evaluate the condition of the existing pavement and make recommendations of areas in need of repair. One (1) site visit will be required for this task.

2.2.2 CONSULTANT will review the survey information and provide field reconnaissance to evaluate existing conditions. One (1) on-site visit will be required for this task.

2.2.3 CONSULTANT will develop alternative site improvements to improve site circulation, pedestrian access and parking of both personal vehicles and equipment. Up to four (4) concepts will be developed for review and approval of City staff.

2.2.4 CONSULTANT will meet with City staff to review concepts and receive feedback and recommendations. One (1) on-site trip is expected. Two (2) virtual meetings are expected to review concepts and receive feedback and recommendations.

2.2.5 CONSULTANT will develop stormwater improvement concepts for site drainage, detention, and possible water quality implementations.

2.2.6 CONSULTANT will prepare a conceptual cost estimate for recommended improvements.

2.2.7 CONSULTANT shall submit conceptual drawing package for a pre-development meeting with the Authority Having Jurisdiction (AHJ) for review.

2.2.8 Construction document preparation will be negotiated at a later date after the planning and conceptual design task.

3.0 SCOPE OF SERVICES

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

3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
3.1.2 Meet with the OWNER in order to determine design criteria, requirements and codes and other critical design features and milestone dates.
3.1.3 Provide OWNER with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform (as required).
3.1.4 Meet with the OWNER to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.

3.2 BOUNDARY AND TOPOGRAPHIC LAND SURVEY PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.2.1 Prepare boundary and topographic survey as described in Section 2.1.
3.2.2 Submit one (1) PDF copy and one (1) digital file compatible with

AUTOCAD of the survey for review by the OWNER.

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

3.3.1 Prepare planning/conceptual drawings for proposed construction as described in Section 2.2.
3.3.2 Prepare a budgetary cost estimate for the proposed improvements.
3.3.3 Submit one (1) PDF copy of the planning and conceptual design documents for review by the OWNER.

3.4 PRELIMINARY DESIGN PHASE: Not included at this time. This phase to be negotiated with the CONSULTANT upon the request of the OWNER

3.5 FINAL DESIGN PHASE: Not included at this time. This phase to be negotiated with the CONSULTANT upon the request of the OWNER

3.6 BID DOCUMENTS: Not included at this time. To be negotiated after preliminary design phase is completed

3.7 BID ASSISTANCE PHASE: OWNER performed.

3.6 CONSTRUCTION SERVICES PHASE: TBD

3.7 RECORD DRAWINGS. TBD

ATTACHMENT B
TO
PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
OPERATIONS CENTER SITE IMPROVEMENTS
PROJECT NO. 2217090

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

1.0 BOUNDARY AND TOPOGRAPHIC LAND SURVEY: The CONSULTANT shall submit survey documents in accordance with City requirements.

2.0 PLANNING AND CONCEPTUAL DRAWINGS: The CONSULTANT shall submit in-full, a planning and conceptual drawings as described.

3.0 PRELIMINARY DESIGN DRAWINGS: TBD

4.0 FINAL CONSTRUCTION DRAWINGS: TBD

5.0 CONTRACT DOCUMENTS: Not required

6.0 CONSTRUCTION SERVICES PHASE: TBD

7.0 RECORD DRAWINGS: TBD

ATTACHMENT C
TO
PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
OPERATIONS CENTER SITE IMPROVEMENTS
PROJECT NO. 2217090

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Appendix 1 and shall be made a part of the AGREEMENT dated the _____ day of _____ , 2026.

1.0 BASIC COMPENSATION

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

1.1 Boundary and Topographic Land Survey (Survey) Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $ 13,800.00 for the completion of the Survey Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Planning and Conceptual Drawings (Planning) Payment: The OWNER shall pay the CONSULTANT a hourly not to exceed amount of $21,700.00 for the completion of the Planning Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Design Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion

1.4 Construction Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion.

1.5 Project Closeout Phase Payment: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion.

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

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2026.

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 D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
OPERATIONS CENTER SITE IMPROVEMENTS
PROJECT NO. 2217090

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the _____ day of _____, 2026.

1.0 OWNER'S RESPONSIBILITIES

1.1 OWNER shall construct the PROJECT;

1.2 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;

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

1.4 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;

1.5 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;

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

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

1.8 OWNER shall furnish to CONSULTANT a copy of the 2021 Needs Assessment, Vehicle List for each department and civil engineering plans for ongoing adjacent projects;

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT E
TO
PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
OPERATIONS CENTER SITE IMPROVEMENTS
PROJECT NO. 2217090

PROJECT SCHEDULE

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

1.0 BOUNDARY AND TOPOGRAPHIC LAND SURVEY PHASE:

2.1 Notice to Proceed: _____
2.2 Mobilize for Land Survey: 1 week after Notice to Proceed
2.3 Submit Land Survey Documents: 3 weeks after mobilization

2.0 PLANNING AND CONCEPTUAL DRAWING PHASE:

2.1 Notice to Proceed: Upon completion of land survey
2.2 Pavement Condition Assessment: 2 weeks after Notice to Proceed
2.3 Initial Site Concept Completion: 4 weeks after Notice to Proceed
2.4 Prepare final cost estimate: 4 weeks after Notice to Proceed
2.5 Owner Review: 1 week after Initial Concept Completion
2.6 Concept Revisions: TBD based on OWNER comments

City of Broken Arrow

Request for Action

File #: 26-356, **Version:** 1

Broken Arrow City Council
Meeting of: 3-24-2026

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

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

The total anticipated construction cost for this work is $387,121.00. Of which, the City portion is $228,059.00 (58.91%). ONG's share is $159,061.00 (41.09%), which includes any betterment. The attached Agreement details these costs and serves as authorization for ONG to begin the relocation process.

Staff recommends approval of the Agreement with ONG to relocate the gas facilities for an estimated cost to the City of $228,059.00.

Cost: $228,059.00

Funding Source: 2014 General Obligation Bond

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

Approved By: City Manager's Office

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

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

AGREEMENT
GAS FACILITIES RELOCATION
Olive St (129th), Kenosha (71st) to Norman St - South Phase (COBA# ST1710)
CITY OF BROKEN ARROW PROJECT NUMBER ST1710
TULSA COUNTY

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

City of Broken Arrow, Oklahoma, a municipal corporation, hereinafter called "City," has requested Company to relocate these facilities to accommodate the proposed construction of the referenced project as shown on plans therefore, the latest of which were received electronically by Company on August 12, 2025. City agrees to reimburse Company in the extent and manner hereinafter stated for that portion of the cost of relocating said facilities which is for the benefit of City.

Company proposes to perform the necessary relocation of its facilities in substantial accordance with the attached plan sheets and cost estimate(s). Company will bear the cost of relocating the portions of the facilities which do not occupy private rights-of-way. The City's share of the estimated cost of the necessary relocation will be $228,059 all of which is to be reimbursed to Company by City.

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

Brian Shore
Signer ID: SMGCEWBDEM
Secretary – Brian Shore

By: David Williams
Signer ID: 0GDQEC3D5M
Vice President of Operations – David Williams

Dated: 03/03/2026 PST

APPROVED AND ADOPTED by the City Council of the City of Broken Arrow this _____ day of

_____, 2026.

ATTEST:

CITY OF BROKEN ARROW
A MUNICIPAL CORPORATION

_____
City Clerk

_____
Mayor

APPROVED as to form and legality

D. Graham Parker
_____
City Attorney

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OKLAHOMA NATURAL GAS COMPANY

ESTIMATED GAS FACILITIES RELOCATION COST

Olive St (129th), Kenosha (71st) to Norman St - South Phase (COBA# ST1710)

CITY OF BROKEN ARROW

2/4/2026

Pipe Footage in Private Easement	=	890	ft
Pipe Footage in Public Easement	=	457	ft
Total Project Footage	=	1,347	ft
Estimated Project Cost (Like Kind and Size)	=	$345,267	
Estimated Project Cost (Actual Installation)	=	$387,121	
Betterment (Actual - Like Kind and Size)	=	$41,853	

Breakdown of Estimated Project Cost
Like Kind and Size

ONG Share	+	Entity Share	=	Total
457 / 1,347	+	890 / 1,347	=	1,347 / 1,347
33.95%	+	66.05%	=	100.00%
$117,208	+	$228,059	=	$345,267

Betterment Cost Allocation

Sub-Total Estimated Cost	=	Entity Share	+	Betterment		
Total Estimated ONG Cost	=	$117,208	+	$41,853	=	$159,061
Total Estimated Entity Cost	=	$228,059	+	$0	=	$228,059
Total Estimated Cost of Actual Replacement					=	**$387,121**

Composite Percentage of Project

ONG SHARE	=	**$117,208 / $387,121**	=	**30.28%**
ONG BETTERMENT	=	**$41,853 / $387,121**	=	**10.81%**
ENTITY SHARE	=	**$228,059 / $387,121**	=	**58.91%**

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Cost Summary Report

CUE Number	**51326**
CUE Description	ONG BROKEN ARROW 055 NDU - Olive St (129th), Kenosha (71st) to Norman St - South Phase (COBA# ST1710)
CUE Status	AFEAPPR
Parent WO	2025-1001344932
Capital Project Number	021.055.2980.010427
Project Function	055
Version Number	1
Version Description	Actual Install
Version Estimate Type	DESIGN
Version Estimate Status	AFEAPPR
Estimator ID	OKE12478
Estimator Name	Hubbard, Shane M.
Cost Center	2980
Project Funding Number	021.055.2989.FP010001
Funding Type	NDU
Target Start Date	Sep 26, 2025
Target Finish Date	Sep 26, 2028

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
Install Cost	6597.79	285408.41	1451.51	220.92	93441.98	0.00	387120.61	0.00	387120.61
SubTotal	6597.79	285408.41	1451.51	220.92	93441.98	0.00	387120.61		387120.61

Table 2

			Materials & Consumables			Labor Breakdown		Overheads				
WP #	Task Number	WP Description	Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH	Vehicle OH	Total Costs
20	CU	Mainline Labor	0	0.00	0.00	1207.20	282180.75	0.00	220.92	90684.14	0.00	374293.01
30	CU	Service Material	38.13	0.00	0.00	0.00	0.00	8.39	0.00	12.20	0.00	58.72
10	CU	Mainline Material	6,559.66	0.00	0.00	0.00	0.00	1443.12	0.00	2099.09	0.00	10101.87
40	CU	Service Labor	0	0.00	0.00	0.00	2020.46	0.00	0.00	646.55	0.00	2667.01
SubTotal			6,597.79	0.00	0.00	1,207.20	284,201.21	1,451.51	220.92	93,441.98	0.00	387,120.61

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	CAP,END,0.75 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		15	10	EACH	340000323
10	I			CONTRACT	0	CAP,END,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		8	4	EACH	340000065
10	I			CONTRACT	0	ELBOW,2 IN IPS,MDPE,BUTT FUSION,90 DEG, 100 PSIG,ASTM D2513		27.5	10	EACH	340000345
10	I			CONTRACT	0	TEE,2 IN IPS X 0.75 IN IPS,TAPPING,MD FUSION,CONVEN 0.80 IN CUTTER, 100 PSIG,ASTM D2513,BUTT OUTLET,W/ 12 IN SLEEVE AND PREP KIT		124.32	8	EACH	340000545
10	I			CONTRACT	0	CAP,END,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,ASTM D2513		8.6	2	EACH	340000080
10	I			CONTRACT	0	COUPLING,4 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		15.51	1	EACH	340000235
10	I			CONTRACT	0	ELBOW,4 IN IPS,MDPE,BUTT FUSION,90 DEG,DR11,100 PSIG,ASTM D2513		44.4	6	EACH	340000365

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	TEE,4 IN IPS X 2 IN IPS,TAPPING,HIG VOLUME,MDPE,E FUSION,DR 11,1.88 IN CUTTER,100 PSIG,ASTM D2513,NO SLEEVE		419.6	4	EACH	340000625
10	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YEL 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		309.6	1290	FEET	342000080
10	I	37600	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		19.5	50	FEET	330000020
10	I	37600	1590020	CONTRACT	0	PIPE,MDPE,2.00 IN IPS,DR 11,20 FT STICKS, 0.216 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW,F QTY 1760 FT		91	100	FEET	330000045
10	I	37600	1590040	CONTRACT	0	PIPE MDPE,STICK, 4.00 IN IPS,DR 11.5,40 FT STICKS,0.395 IN WALL,UNI OR BIMODAL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		126	40	FEET	330000060

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I	37600	1590040	CONTRACT	0	PIPE MDPE,COIL,4.00 IN IPS,DR 11.5,500 FT COIL,0.395 IN WALL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		4282.8	1290	FEET	330000065
10	I	37600	1832020	CONTRACT	0	VALVE,BALL,2 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,FULL PORT,ASTM D2513		230.34	3	EACH	340000895
10	I	37600	1832040	CONTRACT	0	VALVE,BALL,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,ASTM D2513		633.32	2	EACH	340000905
10	I			CONTRACT	0	TEE,4 IN IPS X 0.750 IN IPS,TAPPPING,M 0.80 IN CUTTER,ASTM D2513,BUTT OUTLET.W/ 12 IN SLEEVE,W/ ALCOHOL WIPE		42.62	2	EACH	340000603
10	I			CONTRACT	0	VALVE,IDENTIFIC TUBE,HEIGHT 60 IN,ABS,YELLOW LID STAMPED GAS VALVE GATE STEEL,HANDLEY		161.55	5	EACH	070000112

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
30	I			CONTRACT	0	TEE,4 IN X 0.75 IN IPS,TAPPING,MD FUSION,DR 11,0.80 IN CUTTER,100 PSIG,ASTM D2513,W/ 12 IN SLEEVE AND PREP KIT		20.7	1	EACH	340000781
30	I			CONTRACT	0	VALVE,EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 700,DR 11,12 IN LONG,APPROX MIN TRIP RATE 700 - 980 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D2513		11.13	1	EACH	340000830
30	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YEL 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		2.4	10	FEET	342000080
30	I	38020	1590007	CONTRACT	0	RETIRE-PIPE-PLASTIC 3/4 IN		0	39	FEET	GRETPPE3/4
30	I	38020	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		3.9	10	FEET	330000020

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

Cost Summary Report

CUE Number	**51326**
CUE Description	ONG BROKEN ARROW 055 NDU - Olive St (129th), Kenosha (71st) to Norman St - South Phase (COBA# ST1710)
CUE Status	AFEAPPR
Parent WO	2025-1001344932
Capital Project Number	021.055.2980.010427
Project Function	055
Version Number	2
Version Description	Like Kind and Size
Version Estimate Type	COSTONLY
Version Estimate Status	ESTIMATED
Estimator ID	OKE12478
Estimator Name	Hubbard, Shane M.
Cost Center	2980
Project Funding Number	021.055.2989.FP010001
Funding Type	NDU
Target Start Date	Sep 26, 2025
Target Finish Date	Sep 26, 2028

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
Install Cost	2761.83	258176.61	607.61	220.92	83500.30	0.00	345267.27	0.00	345267.27
SubTotal	2761.83	258176.61	607.61	220.92	83500.30	0.00	345267.27		345267.27

Table 2

			Materials & Consumables			Labor Breakdown		Overheads				
WP #	Task Number	WP Description	Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH	Vehicle OH	Total Costs
20	CU	Mainline Labor	0	0.00	0.00	1207.20	254948.95	0.00	220.92	81969.96	0.00	338347.03
30	CU	Service Material	38.13	0.00	0.00	0.00	0.00	8.39	0.00	12.20	0.00	58.72
10	CU	Mainline Material	2,723.7	0.00	0.00	0.00	0.00	599.22	0.00	871.59	0.00	4194.51
40	CU	Service Labor	0	0.00	0.00	0.00	2020.46	0.00	0.00	646.55	0.00	2667.01
SubTotal			2,761.83	0.00	0.00	1,207.20	256,969.41	607.61	220.92	83,500.30	0.00	345,267.27

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	CAP,END,0.75 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		15	10	EACH	340000323
10	I			CONTRACT	0	CAP,END,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		8	4	EACH	340000065
10	I			CONTRACT	0	ELBOW,2 IN IPS,MDPE,BUTT FUSION,90 DEG, 100 PSIG,ASTM D2513		38.5	14	EACH	340000345
10	I			CONTRACT	0	TEE,2 IN IPS X 0.75 IN IPS,TAPPING,MD FUSION,CONVEN 0.80 IN CUTTER, 100 PSIG,ASTM D2513,BUTT OUTLET,W/ 12 IN SLEEVE AND PREP KIT		124.32	8	EACH	340000545
10	I			CONTRACT	0	CAP,END,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,ASTM D2513		4.3	1	EACH	340000080
10	I			CONTRACT	0	COUPLING,4 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		15.51	1	EACH	340000235
10	I			CONTRACT	0	ELBOW,4 IN IPS,MDPE,BUTT FUSION,90 DEG,DR11,100 PSIG,ASTM D2513		14.8	2	EACH	340000365

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YEL 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		333.6	1390	FEET	342000080
10	I			CONTRACT	0	TEE,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		8.1	3	EACH	340000670
10	I	37600	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		19.5	50	FEET	330000020
10	I	37600	1590020	CONTRACT	0	PIPE MDPE,COIL,2.00 IN IPS,DR 11,500 FT COIL, 0.216 IN WALL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		1173.9	1290	FEET	330000040
10	I	37600	1590020	CONTRACT	0	PIPE,MDPE,2.00 IN IPS,DR 11,20 FT STICKS, 0.216 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW,F QTY 1760 FT		91	100	FEET	330000045

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I	37600	1590040	CONTRACT	0	PIPE MDPE,STICK, 4.00 IN IPS,DR 11.5,40 FT STICKS,0.395 IN WALL,UNI OR BIMODAL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		126	40	FEET	330000060
10	I	37600	1832020	CONTRACT	0	VALVE,BALL,2 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,FULL PORT,ASTM D2513		230.34	3	EACH	340000895
10	I	37600	1832040	CONTRACT	0	VALVE,BALL,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,ASTM D2513		316.66	1	EACH	340000905
10	I			CONTRACT	0	TEE,4 IN IPS X 0.750 IN IPS,TAPPPING,M 0.80 IN CUTTER,ASTM D2513,BUTT OUTLET.W/ 12 IN SLEEVE,W/ ALCOHOL WIPE		42.62	2	EACH	340000603
10	I			CONTRACT	0	VALVE,IDENTIFIC TUBE,HEIGHT 60 IN,ABS,YELLOW LID STAMPED GAS VALVE GATE STEEL,HANDLEY		161.55	5	EACH	070000112

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30	I			CONTRACT	0	VALVE,EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 700,DR 11,12 IN LONG,APPROX MIN TRIP RATE 700 - 980 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D2513		11.13	1	EACH	340000830
30	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YEL 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		2.4	10	FEET	342000080
30	I	38020	1590007	CONTRACT	0	RETIRE-PIPE-PLASTIC 3/4 IN		0	39	FEET	GRETPPE3/4
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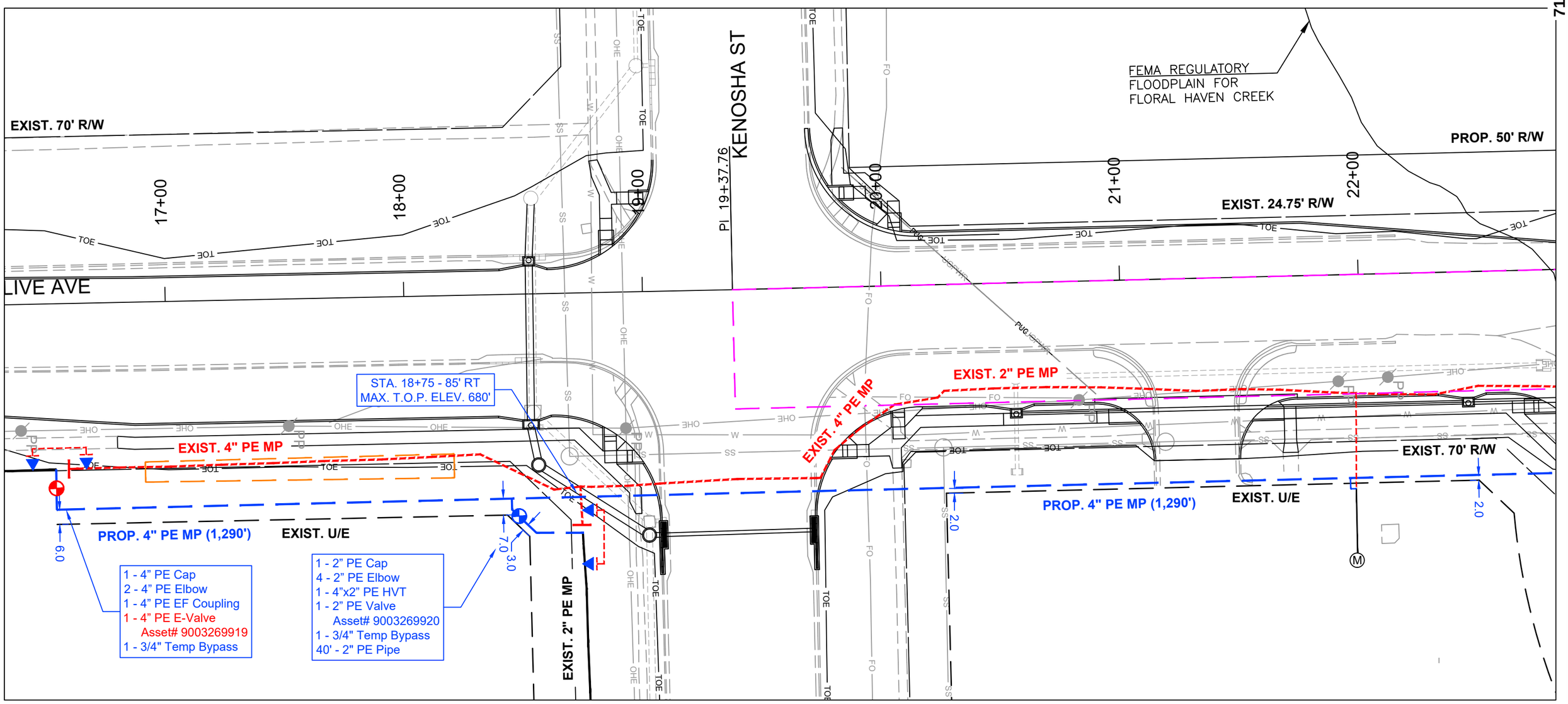


Notes:

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

0 10 20 40

SCALE: 1"=40'

EXIST. GAS

EXIST. GAS (Abandoned)

PROP. GAS

OKLAHOMA NATURAL GAS

A Division of ONE Gas

MISSION

Providing reliable natural gas services to customers in Oklahoma.

VISION

The customer's choice.

CORE VALUES

Ethics • Quality • Loyalty
Value • Service

REVISED			PRINTS ISSUED		
DATE	BY	ITEM	DATE	NO.	TO

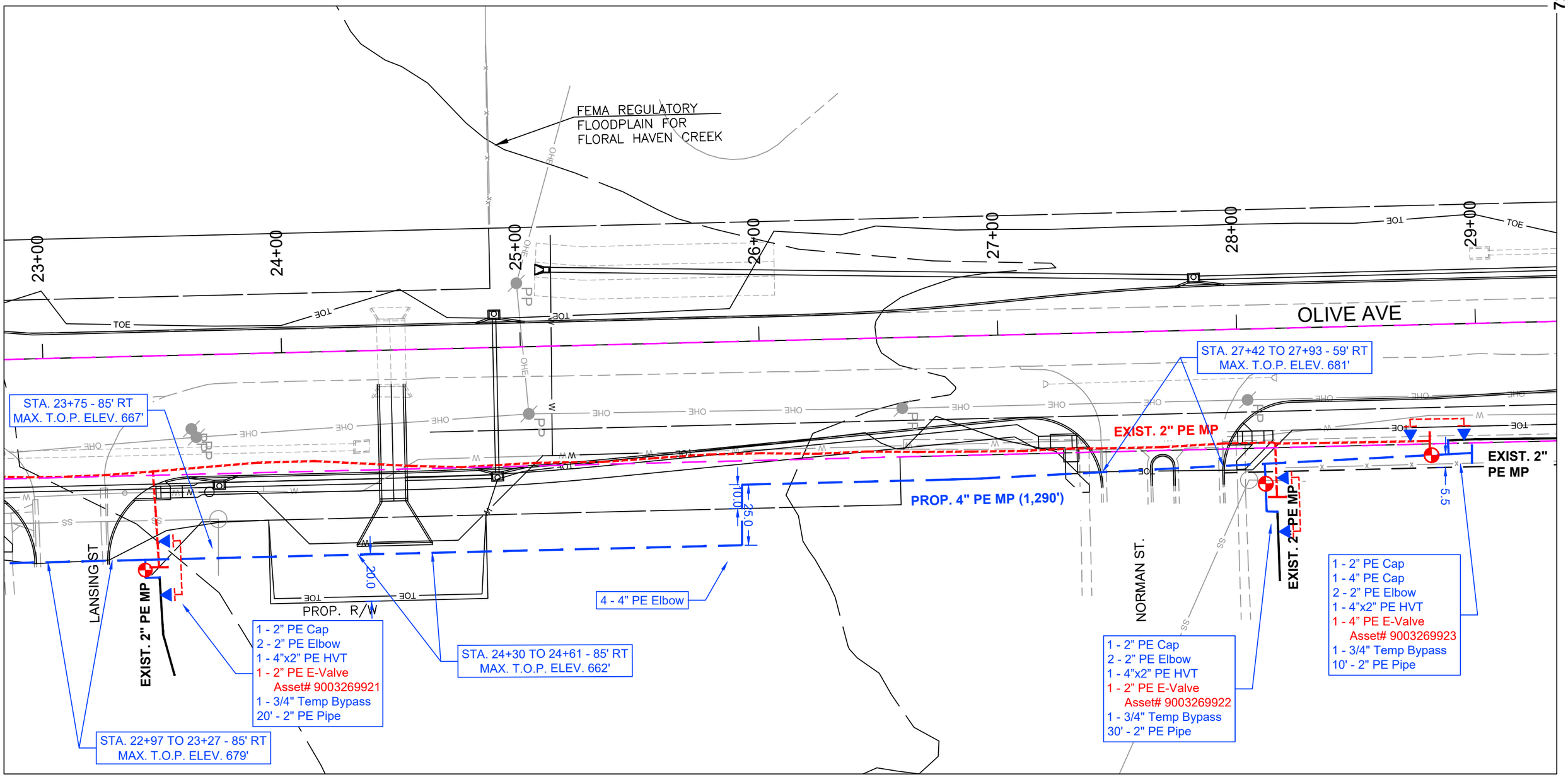
OKLAHOMA NATURAL GAS COMPANY

CITY OF BROKEN ARROW

OLIVE AVE IMPROVEMENTS
TULSA COUNTY
ST1710 (South Phase)

DESIGNED	S.H.	SURVEY	NONE	DATE	9/10/25
DRAWN	SJBII	JO#		SCALE	AS SHOWN
CHECKED				SHEET NO.	1
FILE NO.		DWG. NO.		OF	2

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b



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TULSA COUNTY
ST1710 (South Phase)

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CHECKED				SHEET NO.	2
FILE NO.		DWG. NO.		OF	2

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

Notes:

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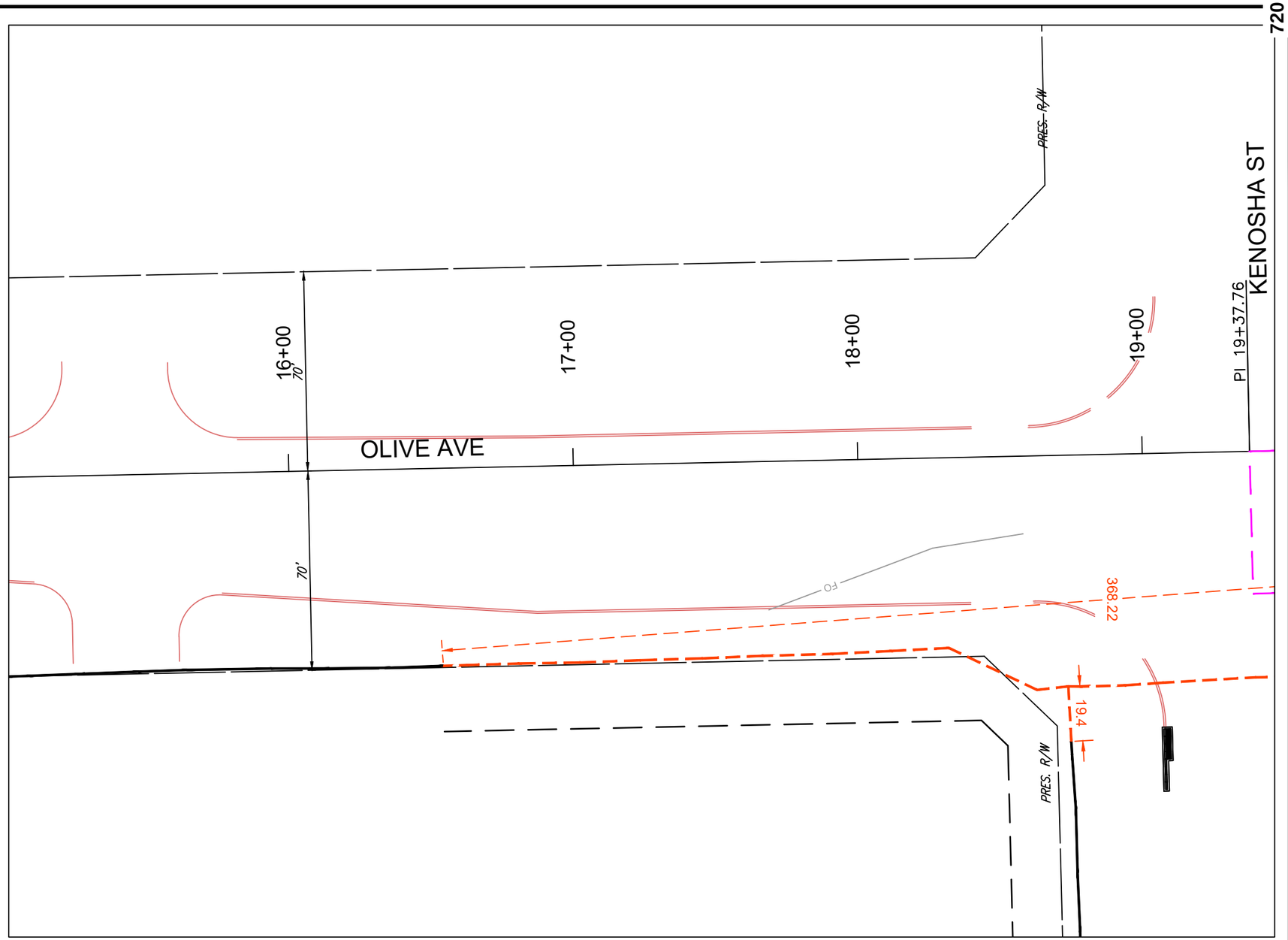

(Reimbursable)

(Non-Reimbursable)

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SCALE: 1"=40'

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DATE	BY	ITEM	DATE	NO.	TO

OKLAHOMA NATURAL GAS COMPANY

CITY OF BROKEN ARROW

OLIVE AVE IMPROVEMENTS
TULSA COUNTY
ST1710

DESIGNED	S.H.	SURVEY NONE	DATE 8/21/25
DRAWN	SJBII	JO#	SCALE AS SHOWN
CHECKED			SHEET NO. 1
FILE NO.		DWG. NO.	OF 3

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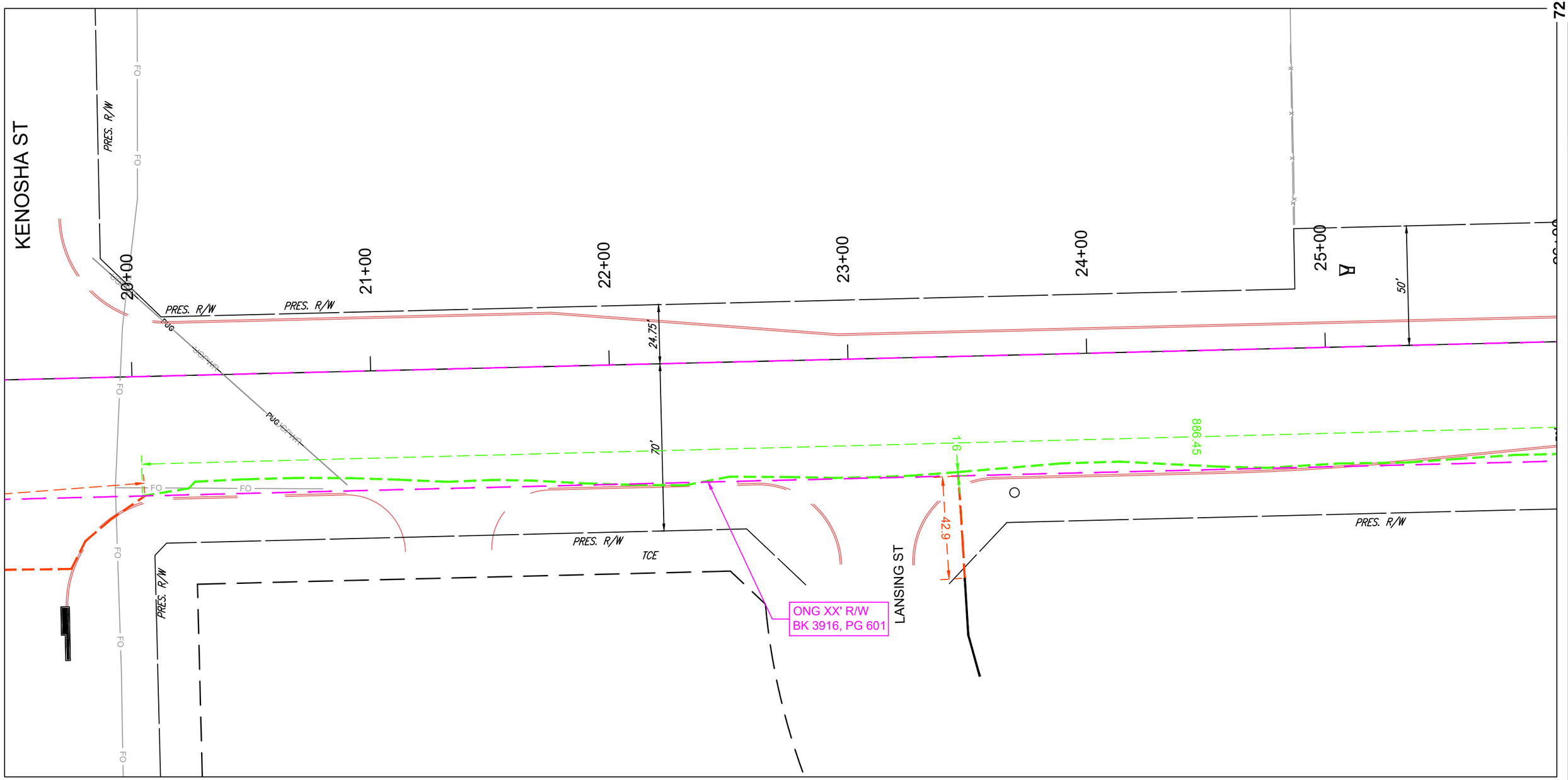

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CITY OF BROKEN ARROW

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TULSA COUNTY
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CHECKED				SHEET NO.	2
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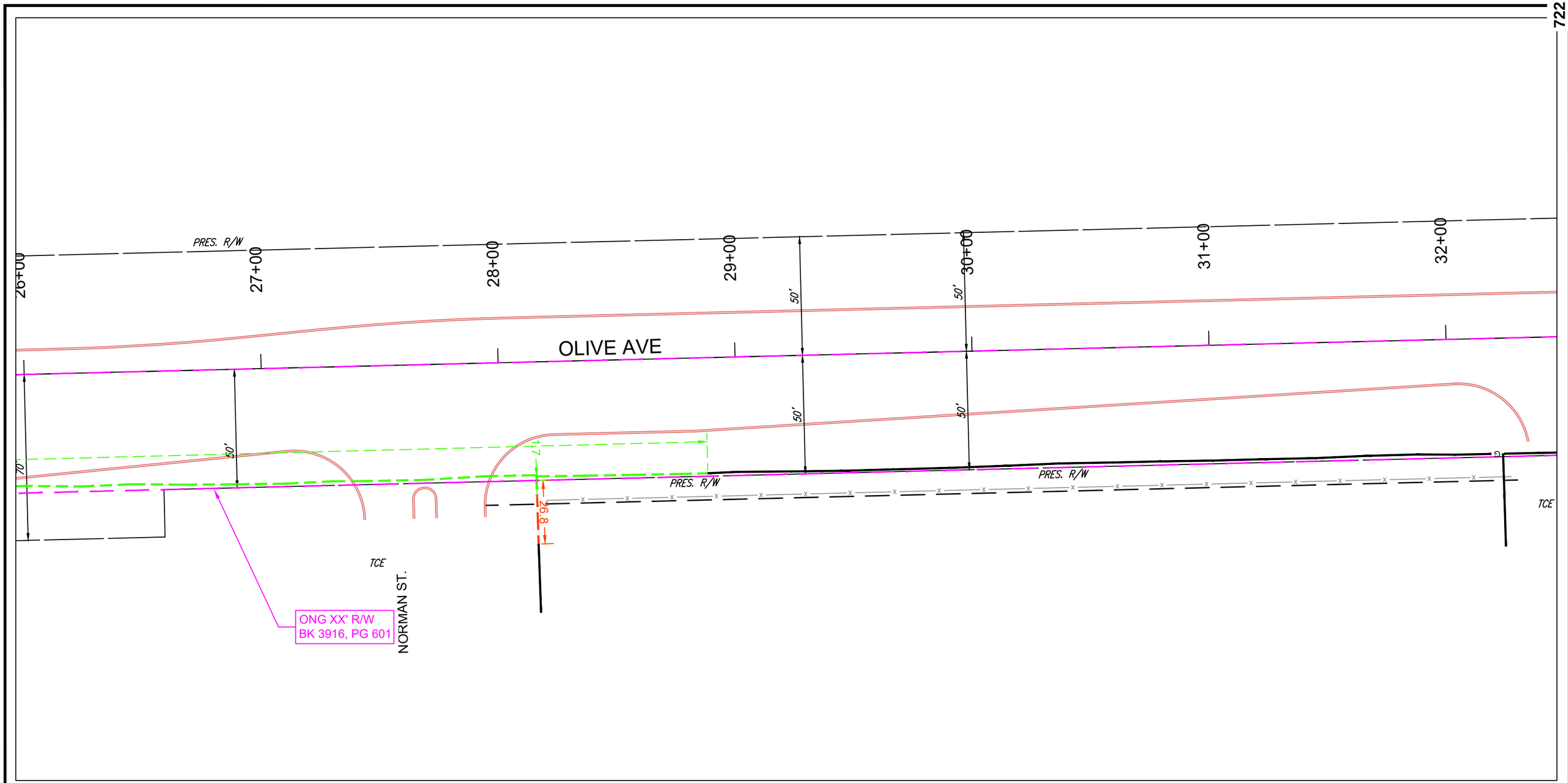
Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b



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OKLAHOMA NATURAL GAS COMPANY

CITY OF BROKEN ARROW

OLIVE AVE IMPROVEMENTS
TULSA COUNTY
ST1710

DESIGNED	S.H.	SURVEY NONE	DATE 8/21/25
DRAWN	SJBII	JO#	SCALE AS SHOWN
CHECKED			SHEET NO. 3
FILE NO.		DWG. NO.	OF 3

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

Line	Length	Reim?	Main
1	368.2	N	
2	19.4	N	
3	886.5	Y	
4	42.9	N	
5	1.7	Y	
6	26.8	N	
7	1.6	Y	
8			
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43			
44			

In ROW	889.8	0.660508
Out of ROW	457.3	0.339492
Total	1347.1	

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

BOOK 3916 PAGE 601

59227

FE 9 70 159 A00002.30 I 2 30

FORM 428 11-59

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between John D. Mayo and Lillian C. Mayo, husband and wife; Allene T. Mayo, a widow and a single person; Virginia Mayo Ownby, a widow and a single person; Cass Allen Mayo, Jr. and Ruth Hall Mayo, husband and wife hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

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

A gas line to be installed within the West 50 feet of the S/2 SW/4 of Section 4, Township 18 North, Range 14 East.

STATE OF OKLAHOMA
TULSA COUNTY
FILED FOR RECORD
FEB 9 2 27 PM '70
CLYDE WILLENBROCK
COUNTY CLERK

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 22nd day of JANUARY, 1970.

Cass Allen Mayo, Jr.

Ruth Hall Mayo

John D. Mayo

Lillian C. Mayo

Allene T. Mayo

Virginia Mayo Ownby

STATE OF OKLAHOMA
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 22 day of January, 1970, personally appeared Cass Allen Mayo, Jr, Ruth Hall Mayo, John D. Mayo, Lillian C. Mayo, Allene T. Mayo, Virgina Mayo Ownby to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

NOTARY PUBLIC
My Commission Expires:
July 21, 1973

Betty Warren
Notary Public

RECORDING DATA

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

AGREE

Negotiated by J. R. Lillard Rods 80

Line A-600 Service J. O. 515-14-73 R/W#

Entered Indexed

2.1724

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss.

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

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

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

_____
Notary Public.

My Commission Expires _____

ocument ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

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BOOK 3916 PAGE 601

59227

FORM 428 11-59

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A gas line to be installed within the West 50 feet of the S/2 SW/4 of Section 4, Township 18 North, Range 14 East.

STATE OF OKLAHOMA
TULSA COUNTY
FILED FOR RECORD
FEB 9 2 27 PM '70
CLYDE MILLENINGER
COUNTY CLERK

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1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

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4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 22nd day of JANUARY, 1970.

Cass Allen Mayo, Jr.

Ruth Hall Mayo

John D. Mayo

Lillian C. Mayo

Allene T. Mayo

Virginia Mayo Ownby

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 22 day of January, 1970, personally appeared Cass Allen Mayo, Jr, Ruth Hall Mayo, John D. Mayo, Lillian C. Mayo, Allene T. Mayo, Virgina Mayo Ownby to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

NOTARY PUBLIC
My Commission Expires:
July 21, 1973

Betty Warren
Notary Public

RECORDING DATA

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

AGREE

Negotiated by J. R. Lillard Rods 80

Line A-600 Service J. O. 515-14-73 R/W# _____

Entered _____ Indexed _____

2.1726

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

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

_____
Notary Public.

My Commission Expires _____

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

Signature Certificate

Envelope Ref:a27af28da6838adc93af350d7e7c2f684efa8cd8

Author:	Cody Yost	Creation Date:	27 Feb 2026, 12:52:24, PST	Completion Date:	03 Mar 2026, 12:32:30, PST

Document Details:

Name: 260204 - Reimbursement Agreement

Type:

Document Ref: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

Document Total Pages: 24

Document Signed By:

Name: Cody Yost
Email: cody.yost@onegas.com
IP: 12.216.62.6
Location: TULSA, OK (US)
Date: 27 Feb 2026, 12:58:18, PST
Consent: eSignature Consent Accepted
Security Level: Email

Cody Yost
Signer ID: 9FPJOYWSZ4...

Name: Morgan Pilkington
Email: OKE19789@onegas.com
IP: 12.216.62.6
Location: OKLAHOMA CITY, OK (US)
Date: 27 Feb 2026, 12:59:31, PST
Consent: eSignature Consent Accepted
Security Level: Email

Morgan Pilkington
Signer ID: ZKSPOYPP15...

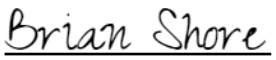
Name: Tonya Means
Email: oke22014@onegas.com
IP: 12.216.62.6
Location: TULSA, OK (US)
Date: 27 Feb 2026, 13:46:56, PST
Consent: eSignature Consent Accepted
Security Level: Email

Tonya Means
Signer ID: CXRFWC1112...

Name: David Williams

David Williams
Signer ID: 0GDQEC3D5M...

Email:	david.williams@onegas.com
IP:	12.216.62.6
Location:	TULSA, OK (US)
Date:	03 Mar 2026, 09:33:10, PST
Consent:	eSignature Consent Accepted
Security Level:	Email
Name:	Brian Shore
Email:	brian.shore@onegas.com
IP:	12.216.62.6
Location:	TULSA, OK (US)
Date:	03 Mar 2026, 12:32:30, PST
Consent:	eSignature Consent Accepted
Security Level:	Email
Name:	OKE11872@onegas.com Meghan A.
Email:	meghan.booker@onegas.com
IP:	12.216.62.6
Location:	OKLAHOMA CITY, OK (US)
Date:	27 Feb 2026, 13:08:03, PST
Consent:	eSignature Consent Accepted
Security Level:	Email


Signer ID: SMGCEWBDEM...

Signer ID: USOQRW1GH7...

Document History:

Envelope Created	Cody Yost created this envelope on 27 Feb 2026, 12:52:24, PST
Invitation Sent	Invitation sent to Cody Yost on 27 Feb 2026, 12:58:13, PST
Invitation Accepted	Invitation accepted by Cody Yost on 27 Feb 2026, 12:58:13, PST
Signed by Cody Yost	Cody Yost signed this Envelope on 27 Feb 2026, 12:58:18, PST
Invitation Sent	Invitation sent to Morgan Pilkington on 27 Feb 2026, 12:58:18, PST
Invitation Accepted	Invitation accepted by Morgan Pilkington on 27 Feb 2026, 12:59:06, PST
Signed by Morgan Pilkington	Morgan Pilkington signed this Envelope on 27 Feb 2026, 12:59:31, PST
Invitation Sent	Invitation sent to OKE11872@onegas.com Meghan A. on 27 Feb 2026, 12:59:32, PST
Invitation Accepted	Invitation accepted by OKE11872@onegas.com Meghan A. on 27 Feb 2026, 13:04:51, PST
Signed by OKE11872@ onegas.com Meghan A.	OKE11872@onegas.com Meghan A. signed this Envelope on 27 Feb 2026, 13:08:03, PST
Invitation Sent	Invitation sent to Tonya Means on 27 Feb 2026, 13:08:04, PST
Invitation Accepted	Invitation accepted by Tonya Means on 27 Feb 2026, 13:45:55, PST
Signed by Tonya Means	Tonya Means signed this Envelope on 27 Feb 2026, 13:46:56, PST
Invitation Sent	Invitation sent to David Williams on 27 Feb 2026, 13:46:56, PST

Invitation Accepted	Invitation accepted by David Williams on 03 Mar 2026, 09:32:00, PST
Signed by David Williams	David Williams signed this Envelope on 03 Mar 2026, 09:33:10, PST
Invitation Sent	Invitation sent to Brian Shore on 03 Mar 2026, 09:33:10, PST
Invitation Accepted	Invitation accepted by Brian Shore on 03 Mar 2026, 12:32:13, PST
Signed by Brian Shore	Brian Shore signed this Envelope on 03 Mar 2026, 12:32:30, PST
Executed	Document(s) successfully executed on 03 Mar 2026, 12:32:30, PST
Signed Document(s)	Link emailed to cody.yost@onegas.com
Signed Document(s)	Link emailed to OKE19789@onegas.com
Signed Document(s)	Link emailed to meghan.booker@onegas.com
Signed Document(s)	Link emailed to oke22014@onegas.com
Signed Document(s)	Link emailed to david.williams@onegas.com
Signed Document(s)	Link emailed to brian.shore@onegas.com

City of Broken Arrow

Request for Action

File #: 26-391, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:

Notification of City Manager's execution of an Agreement with the Broken Arrow Chamber of Commerce for advertising, promotion, and marketing of the Rooster Days Festival for an amount not to exceed $20,000

Background:

The Broken Arrow Chamber of Commerce will host the 94th annual Rooster Days Festival May 14-17,2026. The City of Broken Arrow and Visit Broken Arrow have been long-standing supporters of this community event. Rooster Days is the longest running festival in Oklahoma. There is something for everyone at Rooster Days, including live entertainment, parade, carnival, food, wine garden, and the expanding market place.

Staff has drafted a Professional Services Contract with the Broken Arrow Chamber of Commerce for the Rooster Days Festival, in an amount not to exceed $20,000. Funding will assist the Broken Arrow Chamber of Commerce with advertising, promotion and marketing of the festival.

Cost: $20,000

Funding Source: Visit Broken Arrow

Requested By: Makala Barton, Tourism Manager

Approved By: City Manager's Office

Attachments: 2026 Rooster Days Professional Services Contract

Recommendation:

n/a

SERVICES CONTRACT BETWEEN THE CITY OF BROKEN ARROW AND BROKEN ARROW CHAMBER OF COMMERCE

This Agreement is entered by and between the City of Broken Arrow, Oklahoma, a municipal corporation **(City)** and the Broken Arrow Chamber of Commerce, **(CHAMBER).** The **City** has determined there is a continuing need for assistance with the Rooster Days Festival. The **City** further finds that **CHAMBER** is comprised of knowledgeable people having many years' experience in this field, whose expertise can supplement the activities of the **City. City** desires to support the Rooster Days Festival in Broken Arrow.

The City shall pay the Chamber for marketing and advertising expenses related to the Rooster Days Festival in an amount not to exceed Twenty Thousand Dollars and 00/100ths ($20,000.00) for the 2026 festival to be held May 14-17, 2026. Within 60 days post-event, a representative from the Chamber shall attend and present a post-event summary at both a Visit Broken Arrow Board meeting and a Broken Arrow City Council meeting. The Chamber shall then submit an invoice to the City requesting reimbursement of actual marketing and advertising expenses and the invoice shall include copies of all receipts for such reimbursable expenses.

The **City** shall be allowed to review **CHAMBER's** income and expenses for the Rooster Days Festival and receive a copy of its Form 990.

CHAMBER is an independent contractor under this Agreement. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the **City** and **CHAMBER** or its officers, employees, contractors or representatives for any purpose. **CHAMBER** understands that all persons furnishing services in implementing this Agreement are contractors solely of **CHAMBER.**

As partial consideration for this Agreement, **CHAMBER** agrees to indemnify, defend (at the **City's** option), and hold harmless the **City,** its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **CHAMBER,** its competitors, guests, invitees, licensees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to any injury or damage that occurs relating to **CHAMBER** activities, or **CHAMBER'S** performance or failure to perform the terms and conditions of this Agreement. Such indemnification shall exclude only such liability as arise directly out of the sole negligence or willful misconduct of the **City** and in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

This Agreement shall be subject to termination upon the failure of **CHAMBER** to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement. The right to terminate this Agreement upon default of **CHAMBER** is not exclusive and is in addition to any other rights and remedies provided by law or under this Agreement. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor s hall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping the **City** from enforcing the full provisions thereof.

Neither this Agreement, nor any of the rights here under, shall be sold, assigned or encumbered by **CHAMBER.**

This Agreement is not a waiver of any permit or other legal requirements and does not assure approval based upon any circumstances other than compliance with the law.

This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive Original Jurisdiction and venue for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. **CHAMBER** shall conform to and abide by all Federal, State and local laws and regulations, including, but not limited to 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 that no person shall be subjected to discrimination under a project, program or activity supported by this Agreement.

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement.

This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.
The parties have caused this Agreement to be executed on the dates hereinafter set forth.

As approved to form:

Deputy City Attorney

City of Broken Arrow

By

Michael Spurgeon, City Manager

3/16/26

Attested:

City Clerk/Seal

Date of Execution:

_____

CHAMBER

By: James Lee Bell

President

Printed Name: James Bell

City of Broken Arrow

Request for Action

File #: 26-384, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

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

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

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

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

- Professional Consultant Services Agreement to provide sealed foundation design for the proposed Salt Dome (2553230) - Timber Wolf Excavating, Inc.

Cost: $5,500.00

Funding Source: STCI

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

Approved By: City Manager's Office

Attachments: 20260311_TMX Short AE Agreement_2553230_Executed

Recommendation:
No Action Required

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
SALT DOME
PROJECT NUMBER: 2553230

1. PROFESSIONAL SERVICE PROVIDER:

a. Name: Timber Wolf Excavating, Inc.

b. Telephone No.: (918) 355-7458

c. Address: PO Box 636, Broken Arrow, OK 74013

2. PROJECT TITLE AND LOCATION: BROKEN ARROW SALT DOME LOCATED AT THE NORTHEAST CORNER OF N 23RD STREET AND OLD HWY 51.

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

4. Compensation: Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Five Thousand Five Hundred and No/100 ($5,500.00) 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. Firearms Industry Nondiscrimination: Professional Service Provider certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this Agreement. This clause applies only if Professional Service Provider is a company with at least ten (10) full-time employees and the Agreement value is at least $100,000 paid in whole or in part from BAMA funds.

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

a. This Contract
b. Attachment A to this Contract

c. Duly Authorized Amendments arising out of this Contract

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

13. Governing Law: This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

City of Broken Arrow, a municipal corporation:

By: Kenneth Schwab
Kenneth D. Schwab, Assistant City Manager-Operations

Date: 3/11/2026

Attest: Curtis Green
City Clerk [Seal]

Date: 3/11/2026

Professional Service Provider:
Timber Wolf Excavating, Inc.

By: Thomas Jessop
Name: THOMAS JESSOP

Title: MANAGING MEMBER

Date: MARCH 2, 2206

Attest:
By: Tyler Barlow
Name: TYLER B BARLOW
Title: MANAGING MEMBER

Date: MARCH 2, 2026

Approved as to form:

D. Graham Parker 3/11/2026
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 3rd day of March 2026, personally appeared Thomas Jessop, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Managing Member (Please circle or specify) of Timber Wolf Excavating, Inc. 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.

Alyssa Barlow
Notary Public

ALYSSA BARLOW
Notary Public - State of Oklahoma
Commission Number 19010048
My Commission Expires Oct 3, 2027

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
SALT DOME
PROJECT NUMBER: 2553230

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Foundation Design for Salt Dome in the City of Broken Arrow. Services will include one (1) Foundation Design including all supporting calculations and drawings, completed by a licensed engineer. 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 Report Document Deliverable: The Professional Service Provider shall provide a sealed structural foundation design report, which includes the following: Executive Summary; considered design criteria, recommendations for foundation: including dimensions, steel rebar size, and location, considered loading and supporting calculations.

3.2 Drawing Document Deliverable: Provide sealed construction documents of a foundation design to support the tensile structure system, where the design of this structure is provided by a third party.

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

[END OF ATTACHMENT A]

City of Broken Arrow

Request for Action

File #: 26-428, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:

Approval of and authorization to purchase one (1) ZD1211-3-60 Zero Turn Mower from Stewart Martin Kubota of Broken Arrow, pursuant to the Sourcewell purchasing contract quote#2943965 for Battle Creek Golf Course

Background:

Battle Creek Golf Course has budgeted for the purchase of one (1) Zero Turn Mower under CIP Project BC61020.

A Sourcewell quote (2943965) in the amount of $18,484.72 has been received from Stewart Martin Kubota of Broken Arrow. If approved this purchase will be made through the Sourcewell Purchasing Contract, specifically Contract #112624-KBA, which is approved for use by the City of Broken Arrow.

Battle Creek Golf Course is requesting the purchase of this mower to ensure the golf course can continue to meet its maintenance and operational needs.

Sourcewell is a cooperative procurement program designed for government agencies. All vendors under Sourcewell have undergone a competitive bidding process, which ensures compliance with statutory procurement requirements and provides access to pre-negotiated, competitive pricing.

The Maintenance Services Department recommends utilizing the Sourcewell Purchasing Cooperative in lieu of a traditional bid process. This approach will save time and reduce administrative costs typically associated with developing and evaluating formal bids or RFPs.

Cost: $18,484.72

Funding Source: CIP#BC61020

Requested By: Matt Hendren, Parks and Recreation Director

Approved By: City Manager's Office

Attachments: Kubota ZD1211-3-60 Battle Creek

Recommendation:

Approval of and authorization to purchase one (1) ZD1211-3-60 Zero Turn Mower from Stewart Martin Kubota of Broken Arrow, pursuant to the Sourcewell purchasing contract quote#2943965 for Battle Creek Golf Course

Sourcewell
Ground Maintenance, CE, Utility
Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600041718
Nebraska 14777 (OC)
Mississippi 8200067336

ZD1211-3-60 WEB QUOTE #2943965
Date: 2/19/2026 2:35:17 PM
-- Customer Information --
Broken Arrow, City of
67325
City of Broken Arrow
bobo@tulsakubota.com
9182598361

Quote Provided By
STEWART MARTIN KUBOTA OF BROKEN ARR
Bobo Newton
1275 NORTH ELM PLACE
BROKEN ARROW, OK 74012
email: bobo@smekubota.com
phone: 8706920458

-- Standard Features --

Kubota

ZD1200 Series ZD1211-3-60

* * * EQUIPMENT IN STANDARD MACHINE * * *

DIESEL ENGINE
3 Cylinder, Kubota Model # D1105
23.8 Gross HP @ 3000 rpm
68.5 cu. in. Displacement
12v 430 Amp Hr. Battery
14 Amps Charging Output

TRANSMISSION
Hydrostatic Drive
(2) HST w/Gear Reduction
Brake - Wet Multi Disks
Forward Speeds 0 - 10.6 mph
Reverse Speeds 0 - 5.3 mph

STEERING / MOTION CONTROL
(2) Hand Levers, Adjustable Hydraulically Damped, Adjustable

POWER TAKE OFF
Hydraulic Independent PTO
Shaft Drive Mower Deck
Wet Disk Clutch

FLUID CAPACITY
Fuel Tank 13.1 gal
Engine Coolant w/ Recovery tank 3.96 qts
Crankcase w/ Filter 4.1 qts
Transmission Case and Axle Gear 12.8 qts

SAFETY EQUIPMENT
Electric Key Shut Off
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS
Seat Safty Switch

DIMENSIONS
Height 78.7"
Length 89.0"
Width Overall 73.8"
Wheelbase 56.7"

OPERATING FEATURES
Zero Turn Radius
Adj. Front Axle: Rigid/Oscillating
Dual Element Air Filter
Deluxe Suspension Seat w/ Kubota Exclusive Seat Design
Hands-free Hydraulic Deck Lift
Hands-free Parking Brake
Cup Holder

SIDE DISCHARGE MOWER
60" and 72" Kubota PRO Deck w/ACS
8 Gauge, 6" Deep Deck
1-5" Cut Height, Adjustable 1/4" Increments
Flexible Discharge Cover
3 Blades

+ Manufacturer Estimate

TIRES AND WHEELS
Front 15 x 6.0 - 6 Flat-free
Rear 26 x 12.0 - 16 Turf, Low Profile

-- Custom Options --

ZD1211-3-60 Base Price:	$22,849.00
Configured Price:	$22,849.00
Sourcewell Discounts:	
Kubota Items:	($5,026.78)
Total Discount:	($5,026.78)
SUBTOTAL:	$17,822.22
Kubota Item Fees:	
Dealer Assembly:	$0.00
Freight Cost:	$262.50
PDI:	$400.00
Total Unit Price:	$18,484.72
Quantity Ordered:	1
Final Sales Price:	$18,484.72

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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107.154.186.10

City of Broken Arrow

Request for Action

File #: 26-434, **Version:** 1

Broken Arrow City Council
Meeting of: March 24, 2026

Title:
Approval of and authorization to execute an agreement between the City of Broken Arrow and Tulsa Technology Center to provide training services for employees

Background:
Tulsa Technology Center has been providing various safety, certification and educational training to employees for a number of years. A number of departments throughout the city utilize the services through Tulsa Technology Center for a variety of educational resources.

Tulsa Technology Center provides a variety of employee trainings including, but not limited to, CDL, CPR/First Aid, OSHA 10, OSHA 30, Defensive Driving and Hazwoper.

This agreement will be effective until June 30, 2027, and will be renewed annually, as needed.

Cost: not to exceed $160,760.00

Funding Source: Human Resources-Professional Services 1101102-530870

Requested By: Kelly Cox, Human Resources Director

Approved By: City Manager's Office

Attachments: **Tulsa Tech Contract 070126**

Recommendation:
Approve the agreement between the City of Broken Arrow and Tulsa Technology Center and authorize its execution.

TulsaTech.edu

QUOTE

Date:	3/10/2026
Company:	City of Broken Arrow
Coordinator:	Heather Williams
Company Contact:	Karen Purnell
Quote Contact:	Karen Purnell
Contact Email:	kaypurnell4@gmail.com

Bill To
City of Broken Arrow PO Box 610 Broken Arrow, OK 74013-0610

Quote ID	Quote Price Valid From	Quote Price Valid to
QUO-01143-V6T1B3	3/4/2026	6/30/2027

Description	Amount	Line Item Discount	Ext Amount
12 CPR Classes - 6 hours each class 72 hours at $55/hr	$7,920.00	$0.00	$7,920.00
7 CDL A Classes - 168 hours each class 1176 hours at $70/hr	$181,440.00	$0.00	$181,440.00
7 CDL B Classes 128 hours per class 896 hours $70/hr	$125,440.00		$125,440.00
6 Hazwoper Classes - 8 hours each class 48 hours at $70/hr	$6,720.00		$6,720.00

Amount:	$321,520.00
Line Item Discount:	$0.00
Total Ext Amount:	$321,520.00
Add'l Quote Discount %:	50.00
Total:	$160,760.00

Agreement for Purchase of Training Services from Tulsa Technology Center School District No. 18

Purpose: The purpose of this agreement is to set forth the terms under which the Client Company agrees to pay for provided training services offered by Tulsa Technology Center.

Service Period: 7/1/2026 through 6/30/2027.

Facilities: Client Company understands classes will be conducted in facilities provided by Tulsa Technology Center and/or at an alternate location provided by Client Company.

Books and Supplies: Client Company understands materials for the classes identified will be provided by Tulsa Technology Center and invoiced according to the attached quotation for services.

Equipment: Client Company understands any equipment necessary will be provided by Tulsa Technology Center or the Client Company.

Participant Records: Client Company understands Tulsa Technology Center will secure approval for release of information from each participant in the program and will provide appropriate reports to Client Company on individual participation in the training program in accordance with such releases. Client Company acknowledges it may have or obtain access to confidential "education records", as defined by the Family Educational Rights and Privacy Act, and agrees it will not disclose any such education records except to perform their respective duties under this Agreement or as required by law.

Non-Discrimination: Client Company agrees not to base training participation or non-participation on any characteristic protected under state or federal law.

Cancellation Policy: Client Company shall be charged for the direct cost of services if written notice of cancellation is not provided at least seven (7) business days before the scheduled service.

Payment for Services: All services will be invoiced upon completion of each class in accordance with the affiliated Quote, which is fully incorporated herein. Client Company agrees to pay all invoices within 30 days of receipt. I authorize Tulsa Technology Center to contact me via current and any future cellular phone number(s), email address(es) or wireless device(s) regarding my delinquent account(s) or debt I owe to Tulsa Technology Center or to receive general information from Tulsa Technology Center. I also authorize Tulsa Technology Center and its agents, representatives, and attorneys (including collection agencies) to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails in their effort to contact me for purposes of collecting any portion of my account financial obligations which is past due. Furthermore, I understand I may withdraw my consent to call my cellular phone by submitting my request in writing to Tulsa Technology Center or its agents on behalf of Tulsa Technology Center. Should a dispute of fees occur, a written dispute should be submitted to Tulsa Technology Center, c/o Dr. Matt Litterell, PO Box 477200, Tulsa, OK, 74147-7200.

Project Coordination and Support: Client Company understands it may contact Dr. Matt Litterell at (918) 828-5447, or Rana McVay at (918) 828-5448 with questions pertaining to the training.

Heather Williams 3/10/2026

Date

Heather Williams
Client Services Coordinator
(918) 828-5422
Business & Industry Services
Tulsa Technology Center

City of Broken Arrow

Signature of Authorized Agent _____ Date _____

Printed Name of Authorized Agent _____

Title of Authorized Agent: _____

Billing Contact Name: _____

Mailing Address: _____

_____

Billing Email Address: _____

Billing Contact Number: _____

Does Client Require PO#: _____ Yes _____ No

If Yes, List PO# here: _____

Request for Action

File #: 26-418, **Version:** 1

Broken Arrow City Council
Meeting of: March 24, 2026

Title:

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, 2027

Background:
The city has been utilizing GovernmentJobs.com, Inc. (dba NeoGov) to provide human resources and enterprise resource planning to help manage day-to-day business activities to include recruitment, onboarding, training, electronic forms, and performance management.

Our current subscriptions and software programs through NeoGov include the Biddle software, learn subscription, insight subscription, governmentjobs.com subscription, eForms subscription, candidate text messaging subscription, perform subscription, onboard subscription, new hire export subscription, and single sign on subscription. Each piece item is an important piece in the day-to-day business activities for the human resources department staff, employees, and outside employment candidates.

- Biddle provides testing for candidates in various positions throughout the city.
- Learn provides training opportunities for current city employees with an existing library of NeoGov documents, and the ability for us to create our own training programs and import into the online library for our use.
- Insight is the recruitment module which tracks available employment opportunities and automates the entire hiring and selection process for all city departments.
- Governmentjobs.com is utilized for applicants to apply for available positions and sign up for job alerts for interested positions.
- Candidate text messaging allows communication with candidates throughout the recruitment process.
- Perform is the performance module which provides employees and supervisors to understand and track performance.
- Onboard, along with the new hire export subscription, is the onboarding module for candidates and integrates digital paperwork into our HRIS/ERP system.
- Single sign on allows users to log in to multiple NeoGov applications with a single set of credentials which streamlines the login process and enhances security.
- eForms automates the distribution, tracking and approval of HR forms with customized workflows, routing and signatures, and centralizes and digitizes personnel files.

NeoGov is the leader in on-demand human resources software for the public sector. NeoGov's mission is to

improve the services public sector agencies deliver to society by improving the way agencies attract, hire, and retain the most qualified workforce. By expanding the services offered by NeoGov, many of the manual recruitment processes will become more automated, which will result in more efficient and effective processes.

Funds are budgeted in the Fiscal Year 2026-2027 Human Resources Department budget.

Cost: $162,097.61

Funding Source: HR Maintenance Services 1101102540550

Requested By: Kelly Cox, Human Resources Director

Approved By: City Manager's Office

Attachments: Final 2026-2027 quote

Recommendation:
Approve and execute an order form, and any other necessary documents, with NeoGov for a co-subscription for software and subscriptions through June 30, 2027

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-670627	**Order #:**	Q-440137
Customer:	Broken Arrow, City of (OK)	**Valid Until:**	6/1/2026
Effective Employee Count:	868		
Sales Rep:	Renewals Team		

Customer Contact			
Billing Contact:	Broken Arrow, City of (OK) Kelly Cox	**Shipping Contact :**	Broken Arrow, City of (OK) Kelly Cox
Billing Address:	220 S. 1st Street Broken Arrow, OK 74012	**Shipping Address:**	220 S. 1st Street Broken Arrow, OK 74012
Billing Contact Email:	kcox@brokenarrowok.gov	**Shipping Contact Email:**	kcox@brokenarrowok.gov
Billing Phone:	9182592400	**Shipping Phone:**	9182592400

Payment Terms

Payment Term: Net 60 **Notes:**
PO Number:

Subscription Service

July 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
New Hire Export (IN+ON Data) Subscription	Recurring	7/1/2026	6/30/2027	868	Employee Based	$2,999.77
Single Sign On Subscription	Recurring	7/1/2026	6/30/2027	868	Employee Based	$2,399.96
Perform Subscription	Recurring	7/1/2026	6/30/2027	868	Employee Based	$32,846.31
Onboard Subscription	Recurring	7/1/2026	6/30/2027	868	Employee Based	$19,460.17
Candidate Text Messaging Subscription	Recurring	7/1/2026	6/30/2027	868	Employee Based	$1,205.15
Learn Subscription	Recurring	7/1/2026	6/30/2027	868	Employee Based	$42,236.69
Insight Subscription	Recurring	7/1/2026	6/30/2027	868	Employee Based	$23,345.05
Governmentjobs.com Subscription	Recurring	7/1/2026	6/30/2027	868	Employee Based	$3,761.25
Biddle Online CritiCall Subscription	Recurring	7/1/2026	6/30/2027	1	Usage Based	$7,835.00
eForms Subscription	Recurring	7/1/2026	6/30/2027	868	Employee Based	$26,008.26
					July 2026 TOTAL:	$162,097.61

Total: | $162,097.61

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: https://www.neogov.com/service-specifications. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Broken Arrow, City of (OK)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

City of Broken Arrow

Request for Action

File #: 26-358, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:

Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to design drainage design improvements from 3729 South 195th East Avenue to East 37th Court South

Background:
The project at 3729 South 195th East Ave. is currently in design for drainage improvements of the existing drainage system. The project is redirecting most of the storm runoff underground with a shallow grassed overflow channel.

Stormwater flows from E 37th Ct. to the inlet by means of a concrete channel in an easement across 4 properties. The concrete channel leading to the inlet has a history of maintenance concerns.

Staff requested $35,000.00 of the 2018 GO Bond, Proposition 6 for design costs at the 07-29-2024 Drainage Advisory Committee Meeting (Case Number 24-011) and was recommended for approval. Council approved the recommendation on 08-20-2024.

A contract with Cross Timbers Consulting was executed for a total amount of $42,755.00 by Council on 05-20-2025. Staff is requesting an additional $7,755.00 of the 2018 General Obligation Bond Proposition 6 funds to cover the design contract amount.

This area flows to Spunky Creek.

Cost: $7,755.00

Funding Source: 2018 General Obligation Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:
Accept the Drainage Advisory Committee's recommendation to approve the expenditure of 2018 General Obligation Bond funds to design drainage improvements from 3729 South 195th East Ave to East 37th Court South..end

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	January 7, 2026
NAME	Timothy Livers
ADDRESS / LOCATION	3729 South 195th East Ave. Broken Arrow OK 74014
WATERSHED	Spunky Creek
ESTIMATE	$7,755.00
CASE NO.	26-002

DESCRIPTION

The Steeple Chase subdivision was platted in Wagoner County in 1984 and annexed by Broken Arrow in 2000. Stormwater runoff is generally collected and conveyed by the streets. Knowledge of the underground system is limited as neither Broken Arrow nor Wagoner County has development plans for the Steeple Chase subdivision.

Stormwater flows from East 37th Ct. S. through a concrete channel at the end of the cul-de-sac to an inlet located north of 3729 South 195th East Ave. This channel and inlet are located within a utility and drainage easement across 4 properties. Storm debris is piling up around the storm sewer inlet and in the concrete channel. Upon investigation, it was discovered that the downstream inlet structure is deteriorating and in need of replacement or repair.

Stormwater runoff from approximately 9 acres of the Steeple Chase subdivision drains to this channel and inlet. The 9 acres generates about 56 cfs of flow.

Staff requested $35,000.00 in design funds for drainage improvements at the 7-29-2024 DAC Meeting and was recommended for approval. Council approved the recommendation on 8-20-2024.

A contract with Cross Timbers Consulting was executed for a total amount of $42,755.00 by Council on 5-20-2025. Staff is requesting an additional $7,755.00 for the engineering contract.

BENEFIT

Install new underground storm sewer in place of the existing deteriorating inlet and concrete channel to minimize future drainage and maintenance concerns and provide an onset to investigating the existing system.

RECOMMENDATION

Staff recommends approval of an additional $7,755.00 Prop 6 funds for the design of drainage improvements from the existing inlet at 3729 S 195th E. Ave. to the west end of East 37th Ct. South.

COMPLETED BY: Sarah Walters **DATE: 01/07/2026**

DRAINAGE COMMITTEE APPLICATION

Fill out the form below to have a drainage issue near you considered for improvement by the Drainage Advisory Committee.

You can also download a PDF of the form to fill in, and return it to: engineering.stormwater@brokenarrowok.gov OR mail to:

Stormwater Division Manager
PO BOX 610
Broken Arrow, OK 74013

Owner Name

Timothy — *First Name*

Livers — *Last Name*

Phone

539-323-6325 ext.

Email

timothylivers@msn.com

Owner Mailing Address

3729 South 195th east Ave. — *Street Number and Name*

Unit Number

Broken Arrow — *City*

OK — *State/Province/Region*

74014

Postal/ZIP Code

Address of Property with Drainage Problem

3729 S. 195th E. Ave

Street Number and Name

Broken Arrow

City

OK

State/Province/Region

Location of Drainage Issue on Property

It is between my neighbor on the north side and me.

200 characters

Description of Problem

~~I~~ have a storm debris that pile up near the drain

1000 characters

Please attach photos depicting the Drainage Issue

BROWSE... CLEAR +

Maximum size allowed: 10 MB

Maximum number of files allowed: 5

Allowed types: .jpg, .jpeg, .png, .doc, .docx, .pdf

To receive a copy of your submission, please fill out your email address below and submit.

Email Address timothylivers@msn.com

Sent from my iPhone

City of Broken Arrow

Drainage Advisory Committee

APPLICATION

DATE:	June 12, 2024
OWNER NAME:	Timothy Livers
PHONE NUMBER:	539-323-6325
EMAIL ADDRESS:	TimothyLivers@msn.com
OWNER MAILING ADDRESS:	3729 South 195th East Ave. Broken Arrow OK 74014
ADDRESS OF PROPERTY WITH DRAINAGE PROBLEM:	3729 South 195th East Ave. Broken Arrow OK 74014
LOCATION OF DRAINAGE ISSUE ON PROPERTY:	Drainage channel between the applicant's property and the property directly north and both lots directly west of these.

DESCRIPTION OF PROBLEM: (*PHOTOS SHOULD ACCOMPANY APPLICATION)

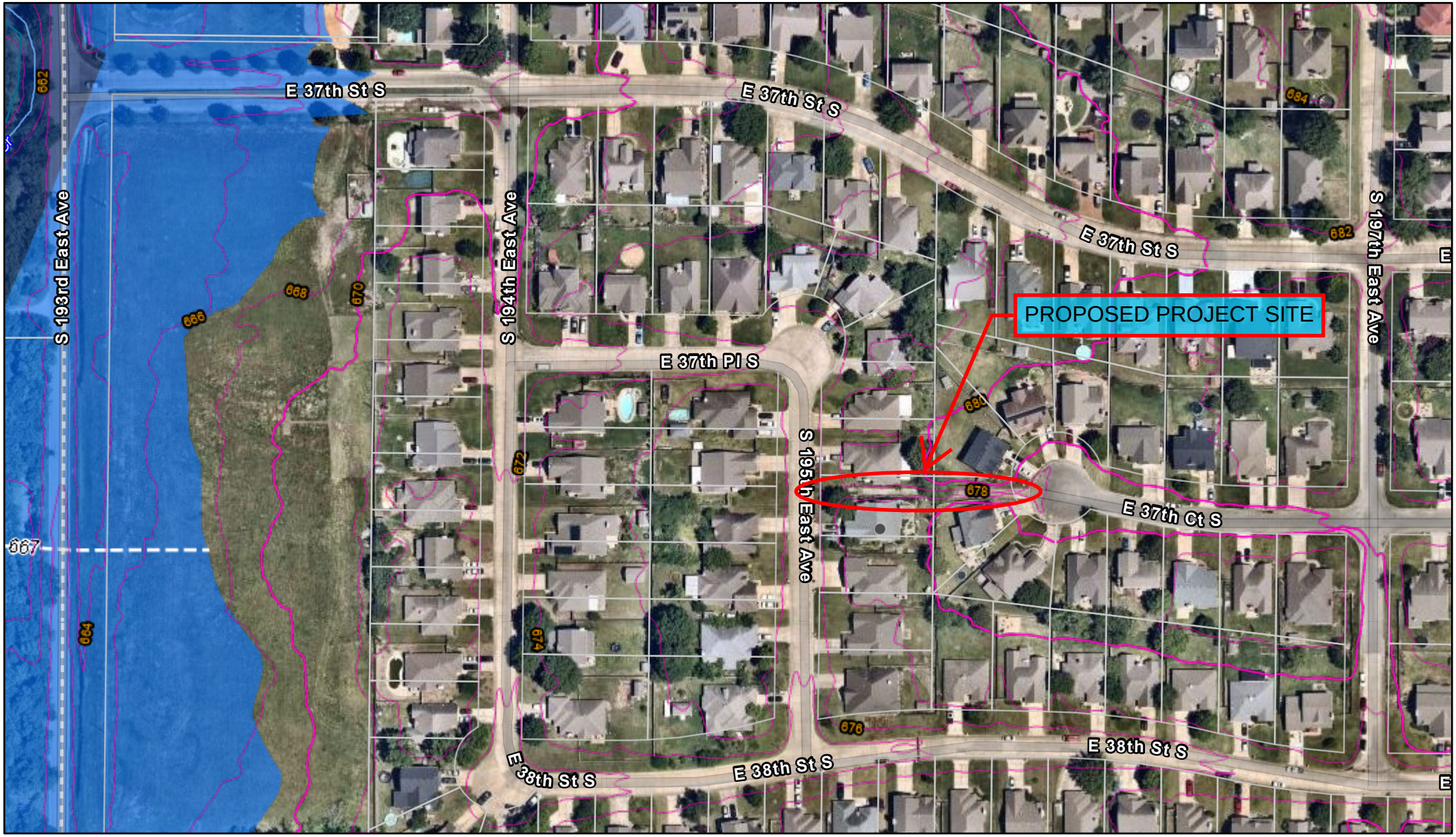
The Steeple Chase subdivision was platted in Wagoner County in 1984 and annexed by Broken Arrow in 2000. Stormwater runoff is generally collected and conveyed by the streets. Knowledge of the underground system is limited as Broken Arrow nor Wagoner County has development plans for the subdivision and inlets are sparce. At the west end of East 37th Ct. South stormwater flows from the street through a 10' wide by 210' long concrete channel at the end of the cul-de-sac to a drop inlet located north of 3729 South 195th East Ave. This channel and inlet are located within a utility and drainage easement and maintenance has been the responsibility of the property owner. The homeowner at 3729 South 195th East Ave. is no longer able to maintain the channel. As a result, storm debris is piling up around the storm sewer inlet. Upon investigation, it was discovered that the inlet structure is failing.

SIGNATURE:

RETURN TO STORMWATER DIVISION MANAGER'S OFFICE, PO BOX 610 Broken Arrow, OK 74013

LOCATION MAP
3729 S 195th E Ave
S. 193RD EAST AVE.
EAST 41ST ST. S.
E 36th St
E 37th St S
E 38th St S
E 41st St
S 195th E Ave
S 193rd E Ave
S 192nd E Ave
S 196th E Ave
Google Earth
1000 ft
N
127

Stormwater Utility Map



6/12/2024, 10:13:13 AM

Parcels

Blue Line Streams (ODOT)

FEMA Streams

Contours_2ft

2ft

10ft

1% Annual Chance Floodplain

Floodway

1% Detailed

Base Flood Elevations

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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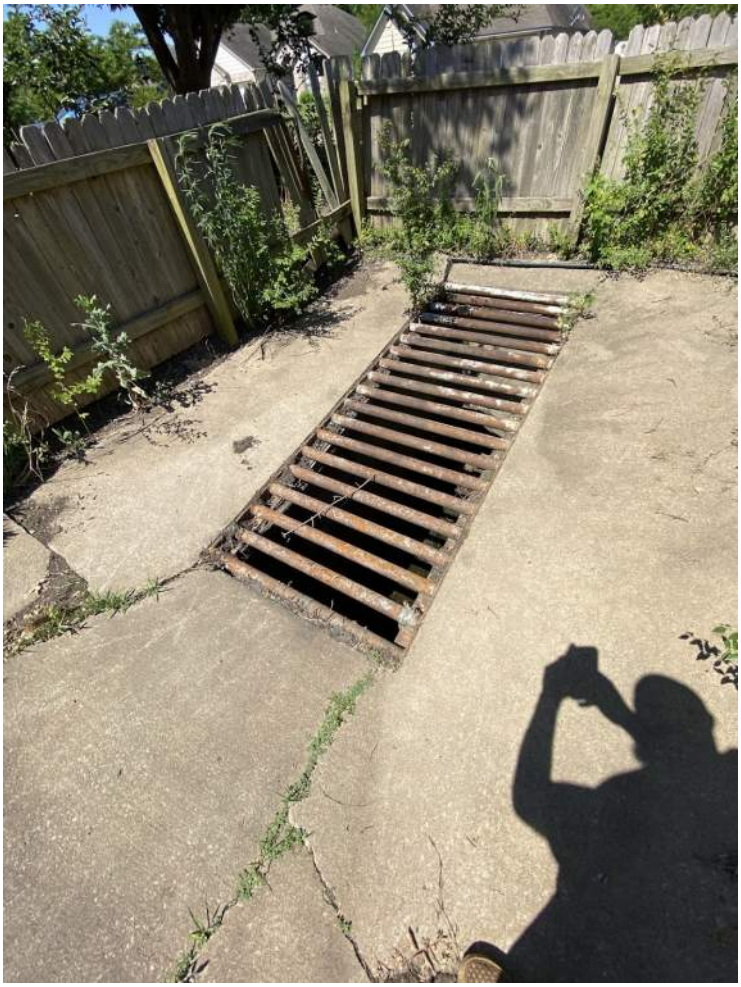
Copyright nearmap 2015 | Maxar | City of Broken Arrow Geospatial Services Division | City of Broken Arrow | Tulsa County Assessor | City of Tulsa, US Census Bureau, INCOG, & unknown | Esri Community Maps Contributors, City of Tulsa, Missouri Dept. of Conservation, Missouri DNR, Texas



City of Broken Arrow

Request for Action

File #: 26-359, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-26

Title:
Acceptance of the Drainage Advisory committee recommendation to close project Freeport and Cedar and return the $19,785.50 of the 2018 General Obligation Bond funds to the appropriate basin. Original Agenda Item Number 25-1069

Background:
The project Freeport and Cedar was to mitigate erosion and re-establish the ditch along W. Freeport St.

The work was performed by the City's Streets and Stromwater team with a final cost of $214.50.

Cost: $0.00

Funding Source: 2018 GO Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: Project Close Out Form

Recommendation:
Accept the Drainage Advisory Committee recommendation to close the project Freeport and Cedar and return the $19,785.50 of the 2018 General Obligation funds to the appropriate Basin. Original Agenda Item number 25 -1069

To:	**City of Broken Arrow Drainage Advisory Committee**
From:	**Patrick P. Wilson, P.E., CFM, Stormwater Division Manager**
Project Name:	**Freeport & Cedar**
Project Number:	**SW26130**
DAC Case Number:	**25-013**
DAC Agenda Number:	**25-1069**
Allocated Funds:	**$20,000.00**
Basin:	**Haikey Creek**
Funds Spent:	**$214.50**
Funds Remaining:	**$19,785.50**

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 requested and Council approved expenditure of $20,000.00 of the 2018 General Obligation Bond Proposition 6 for mitigating the erosion and re-establishing the ditch along W. Freeport St.

The work was performed by the City's Streets and Stormwater team.

Recommendation: Close the project and transfer the remaining funds back to the Haikey Creek Basin fund.

Patrick P. Wilson 12/1/2025
Patrick P. Wilson, P.E. CFM
City of Broken Arrow
Stormwater Division Manager

Tara Kilpatrick 12/9/2025
Tara Kilpatrick
City of Broken Arrow
Budget Officer

Before

After

City of Broken Arrow

Request for Action

File #: 26-360, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-26

Title:
Acceptance of the Drainage Advisory Committee recommendation to close project NEEDA Study and return the $1,000.00 of the 2018 General Obligation Bond funds to the appropriate basin. Original Agenda Item Number 24-1014

Background:
The project NEEDA Study was for a study of a regional detention pond located north of Kenosha and east of Elm. $50,000.00 was authorized by council for this study. An outside engineering firm was contracted to perform the study. This contract was for $49,000.00. There is $1,000.00 left in the budget of this project.

Cost: $0.00

Funding Source: 2018 GO Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: Project Close Out Form

Recommendation:
Accept the Drainage Advisory Committee recommendation to close the project NEEDA Study and return the $1,000.00 of the 2018 General Obligation funds to the appropriate Basin. Original Agenda Item number 24-1014

To:	**City of Broken Arrow Drainage Advisory Committee**
From:	**Patrick P. Wilson, P.E., CFM, Stormwater Division Manager**
Project Name:	**NEEDA Study**
Project Number:	**SW25020**
DAC Case Number:	**24-013**
DAC Agenda Number:	**24-1014**
Allocated Funds:	**$50,000.00**
Basin:	**Haikey Creek**
Funds Spent:	**$49,000.00**
Funds Remaining:	**$1,000.00**

Description: A Broken Arrow Citizen applied to the Drainage Advisory Committee for the rehabilitation of NEEDA Pond. The Drainage Advisory Committee recommended the expenditure of $50,000.00 to perform a Hydrologic and Hydraulic Analysis for NEEDA Pond.

The City of Broken Arrow contracted with Garver to perform the study. The study has been completed and the received by the City.

Recommendation: Close the project and transfer the remaining funds back to the Haikey Creek Basin fund.

Patrick P. Wilson 2/12/2026
Patrick P. Wilson, P.E. CFM
City of Broken Arrow
Stormwater Division Manager

Tara Kilpatrick 2/12/2026
Tara Kilpatrick
City of Broken Arrow
Budget Officer

City of Broken Arrow

Request for Action

File #: 26-361, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:

Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to finalize the plans and for construction funds to reconstruct the weir structure in the Park at Adams Creek Reserve F to mitigate stormwater flows and possibly construct storm sewer improvements on East Seattle Court

Background:

The proposed project is located in Reserve F of the Park at Adams Creek, north of Hillside Drive between Lynn Lane and County Line Road. A citizen downstream of the commercial area who has lived at her residence for 40 years states she has noted an increase in runoff in the past three years.

The City has cleaned out the downstream culverts on Albany St. and removed brush from the area to the east of the applicant, which is owned by the City, in effort to help convey the water through the applicant's property. This area is also located in a FEMA floodplain and floodway.

The City of Broken Arrow owns Reserve F at Park at Adams Creek which is approximately 800 feet upstream of the applicant. This is the land east of Dick's Sporting Goods. Reserve F also functions as a regional detention pond. Staff has looked at the outfall structure and is concerned it is not functioning as designed. City Staff has designed a mitigation effort for the weir structure.

The applicant has also stated there is ponding on East Seattle Court. The ponding is located by a street inlet. City Staff will analyze the efficiency of the storm sewer system and reconstruct as necessary.

This is in the Adams Creek Watershed.

Staff is requesting $250,000.00 of the 2018 General Obligation Bond Proposition 6 funds for construction improvements to the weir structure in Reserve F of the Park at Adams Creek to reduce peak flows from the Park at Adams Creek commercial developments and possibly construct storm sewer improvements on E. Seattle Court.

Cost: $250,000.00

Funding Source: 2018 General Obligation Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:
Accept the Drainage Advisory Committee's recommendation to approve the expenditure of 2018 General Obligation Bond funds to finalize the plans and for construction funds to reconstruct the weir structure in the Park at Adams Creek Reserve F to mitigate stormwater flows and possibly construct storm sewer improvements on East Seattle Court

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	January 13, 2026
NAME	Janice Greco
ADDRESS / LOCATION	1709 E. Seattle Ct.
WATERSHED	Adams Creek
ESTIMATE	$250,000
CASE NO.	26-003

DESCRIPTION

The applicant is located in the Westwind Subdivision along a Tributary of Adams Creek, west of the Broken Arrow Highschool. The property is located downstream of the Shops at Broken Arrow and Lowes (Park at Adams Creek), east of Lynn Lane (9th Street) and south of Albany St. (61st Street). The Westwind subdivision was platted in 1982. Park at Adams Creek was platted in 2003.

The applicant states that she has owned the property for 40 years and the water has typically stayed within the banks of the creek when it rains. In the past 3 years, whenever it rains hard, she states it floods her yard. She says overtime the flood water has been creeping closer to her home.

The applicant's property is located in a FEMA 100-Year Floodplain and FEMA Floodway. Per the FEMA map, the limits of the floodplain encroach up to her house. The property adjacent to her where a majority of the floodplain resides is owned by the City of Broken Arrow.

The City cleaned out the boxes downstream on Albany Street when it was discovered that they were blocked with debris. The city has also cleared out some debris behind the applicant's property. This will help convey the water through the applicant's property.

The City of Broken Arrow owns Reserve F at Park at Adams Creek which is approximately 800 ft upstream of the applicant. This is the land east of Dick's Sporting Goods. Reserve F also functions as a regional detention pond. Staff has looked at the outfall structure and is concerned it is not functioning as designed. City Staff has designed a mitigation effort for the weir structure.

The applicant has also stated there is ponding on East Seattle Court, see attached picture. The ponding is located by a street inlet. City Staff will analyze the efficiency of the storm sewer system and reconstruct as necessary.

Staff is requesting $250,000 to finalize the plans and for construction funds to reconstruct the weir structure in the Park at Adams Creek Reserve F to mitigate the stormwater flows that flow downstream to the applicant and possibly construct storm sewer improvements on E Seattle Court.

BENEFIT

Potential to decrease peak flows to several downstream property owners in the Windstream subdivision and at E. Reno St. and E. Albany St.

RECOMMENDATION

Staff recommends approval of $250,000 to finalize the plans and for construction funds to reconstruct the weir structure in the Park at Adams Creek Reserve F and possibly construct storm sewer improvements on E Seattle Court.

COMPLETED BY: Sarah Walters **DATE: 01/13/2026**

Walters, Sarah

To: Wilson, Patrick; Reed, David
Subject: RE: *NEW SUBMISSION* Drainage Advisory Committee Project Application

From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Tuesday, September 2, 2025 8:33 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 #:	4299713
IP Address:	64.24.50.48
Submission Date:	09/02/2025 8:33
Survey Time:	18 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

Janice Greco-Lucchina

Phone

(918) 691-3590

Email

jtfan22@valornet.com

Owner Mailing Address

1709 E. Seattle Ct.
Broken Arrow, OK 74012

Address of Property with Drainage Problem

1709 E. Seattle Ct.
Broken Arrow, OK

Location of Drainage Issue on Property

Adams Creek behind my home at 1709 E. Seattle Ct.

Description of Problem

I have owned my home for 40 years. In that time, Adams Creek (behind my home) has basically stayed within its banks, except for 1 or 2 times. In the past 3 years or so, whenever it rains hard, it floods my yard. This is partially due to part of the bank, which has eroded completely because there is a very large tree who's roots have worn away what was once the creek bank. Over time the flood water has been creeping closer and closer to the foundation of my home. The erosion has unleveled the dirt around my trees amongst other issues. I am unable to load my photos (and videos) and am asking for someone to come visit so it can be seen in person and discussed. I have emailed multiple times and left several messages with Patrick Stewart, Tim Wilson & David Reinke since March, and never received a response. I am desperately looking for help with this matter before it gets any worse.

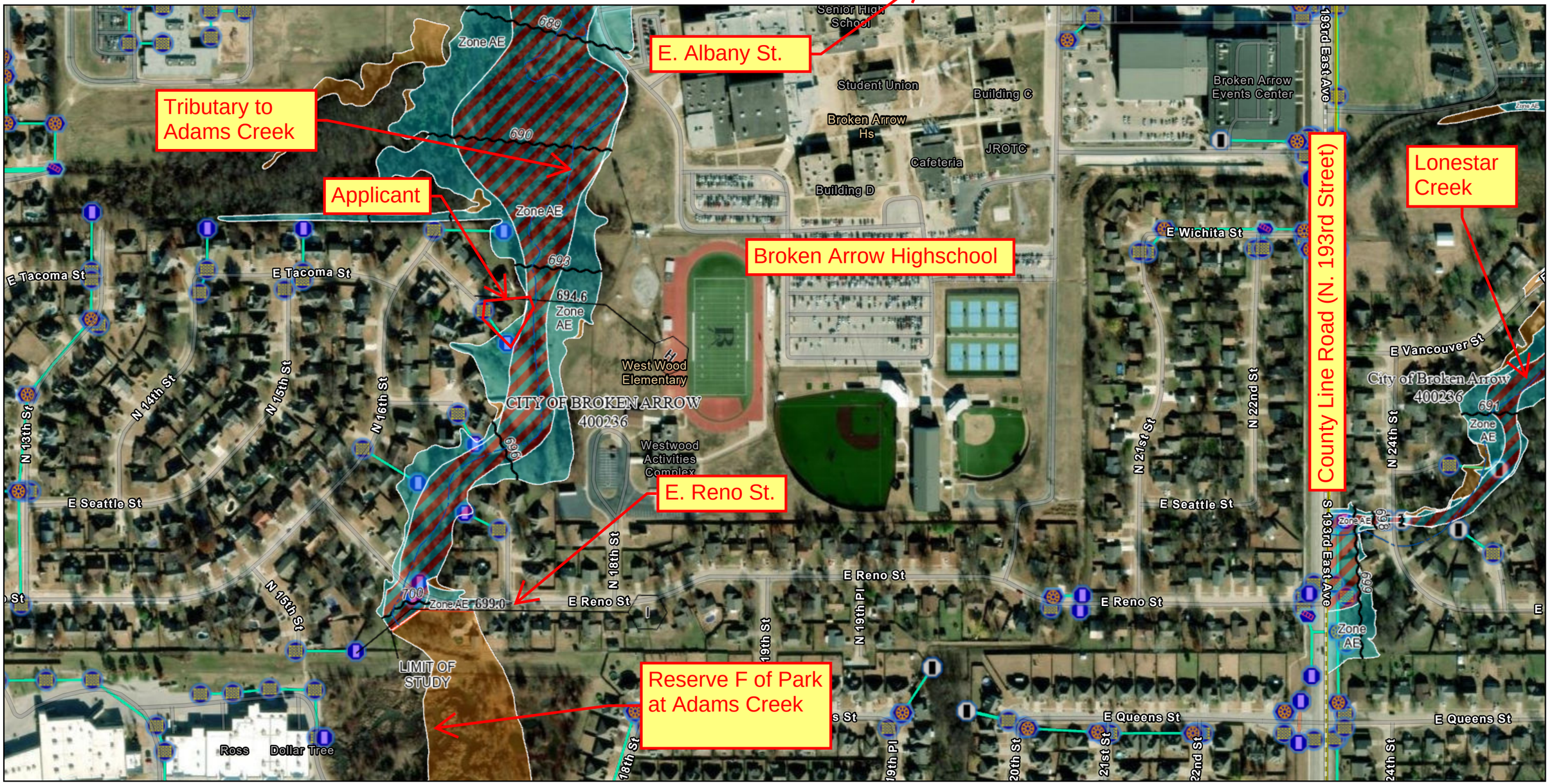
Please attach photos depicting the Drainage Issue

Thank you,
City of Broken Arrow

This is an automated message generated by Granicus. Please do not reply directly to this email.

Aerial Map
E. Albany St. (61st Street)
Lynn Lane (N. 9th Street)
County Line Road (N. 193rd Street)
Broken Arrow Highschool
Applicant
Westwind Subdivision
Reserve F
Weir Structure
Shops at Broken Arrow
Lowes
1709 E 107th St
Inspire Dental
Creekwood Early Childhood Center
Tiger Memorial
E Vancouver St
N 12th St
E Tacoma St
N 14th St
N 11th St
E Seattle St
Muddy Paws Pottery
BA Tigette Facility
Oklahoma AEP
N 22nd St
N 21st St
N 24th St
E Reno St
N 9th St
Slim Chickens
Dollar Tree
Target
Marshalls
E Hillside Dr
DICK'S Sporting Goods
Crumbl
Olive Garden Italian Restaurant
Trader Joe's
E Queens St
E Princeton St
N 20th St
N 22nd St
IHOP
BioLife Plasma Services
Google Earth
Image © 2025 Airbus
2000 ft
N
144

Stormwater Utility Map



1/21/2026 11:59 AM

Flood Hazard Zones

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

Flood Hazard Boundaries

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

General Structures

Structure Type
- Flood Structure
- Bridge
- Dam, Weir, Jetty
- Other Structures
- Transect Baselines
- Coastal Transects
- Levees
- Base Flood Elevations

LOMRs

Status
- Effective

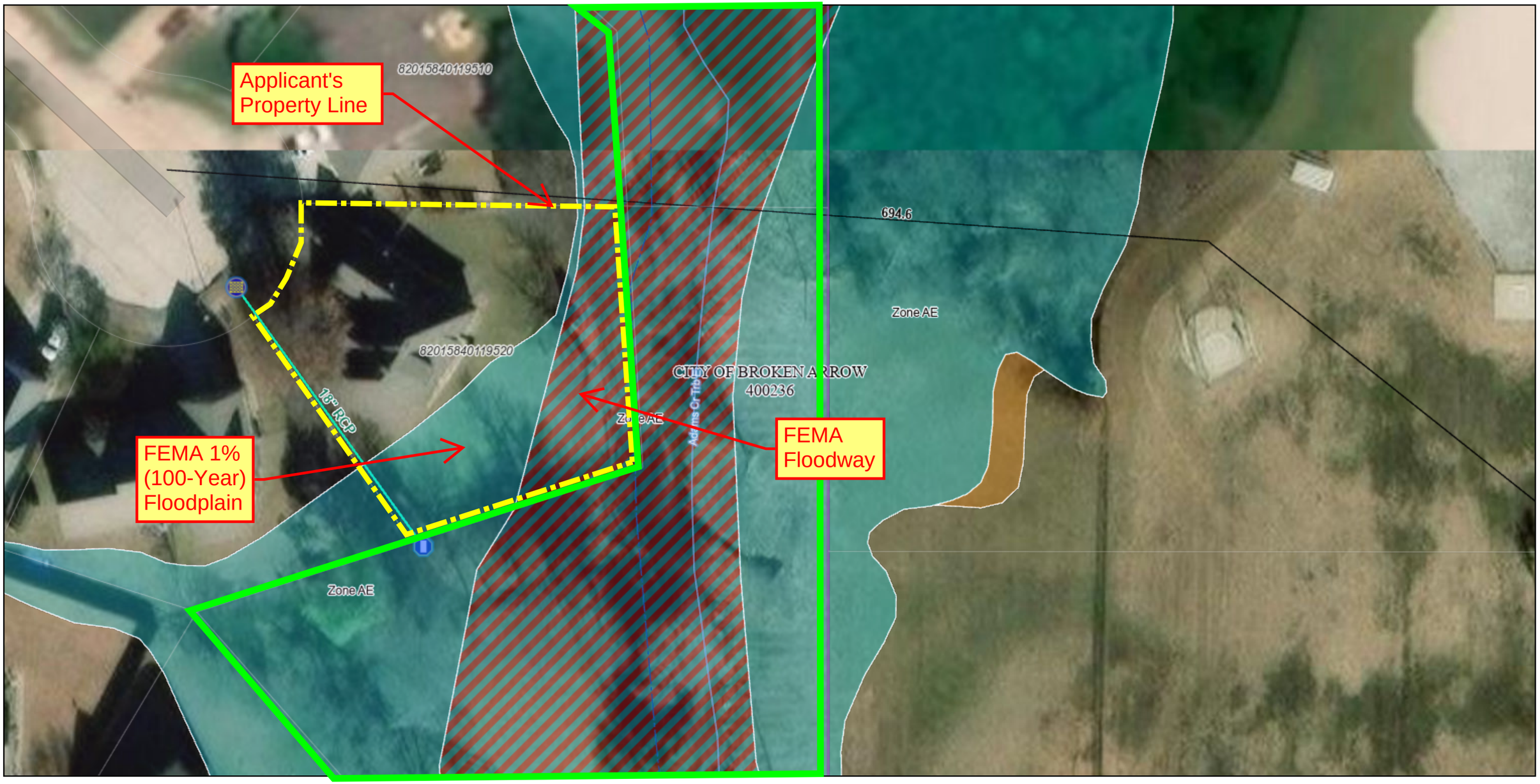
Culvert
- Unknown
- Pipe
- Pipe Arch
- Cross-
- Profile
- Political

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

0 0.05 0.1 0.2 mi

Vantor, Esri Community Maps Contributors, City of Tulsa, Missouri Dept. of Conservation, Missouri DNR, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom,

Stormwater Utility Map



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Fenceline
City Limits
Streams
SubDivisions
Parcels (INCOG)
Primary Frontal Dunes

Flood Hazard Zones

Zone Type

1% Annual Chance Flood Hazard

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

Flood Hazard Boundaries

Line Type

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SFHA / Flood Zone Boundary
Flowage Easement Boundary
Limit of Moderate Wave Action
River Mile Markers

General Structures

Structure Type

Flood Structure
Bridge
Dam, Weir, Jetty
Other Structures
Transect Baselines
Coastal Transects
Levees
Base Flood Elevations

Cross-
Profile
Political

LOMRs

Status

Effective

Culvert

Unknown
Pipe
Pipe Arch

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

0 0.01 0.01 0.02 mi

City of Tulsa, Microsoft, Vantor, Esri Community Maps Contributors, City of Tulsa, Missouri Dept. of Conservation, Missouri DNR, Texas Parks & Wildlife, ©

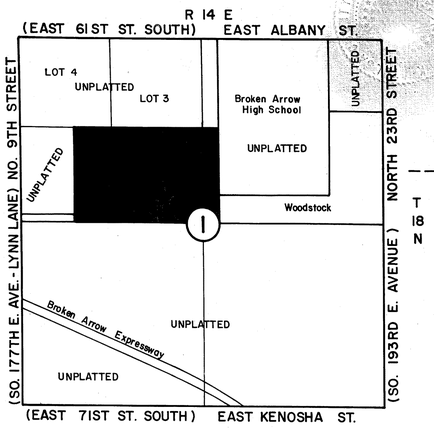
WESTWIND 4212

92500 Plat 4212

51140

WESTWIND

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA
A SUBDIVISION OF A PART OF THE N1/2 OF SECTION 1, T-18-N, R-14-E

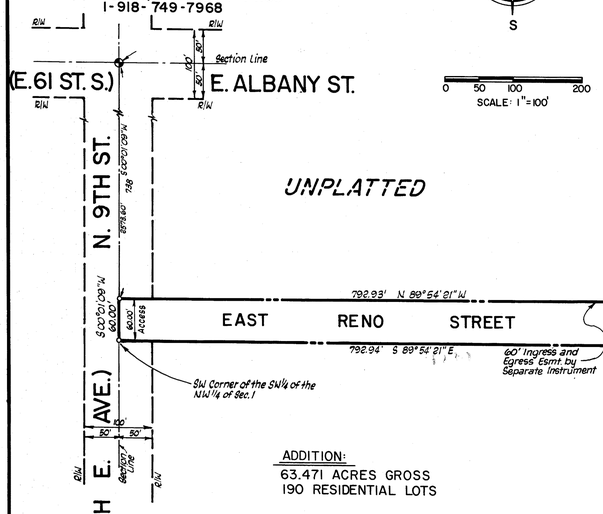


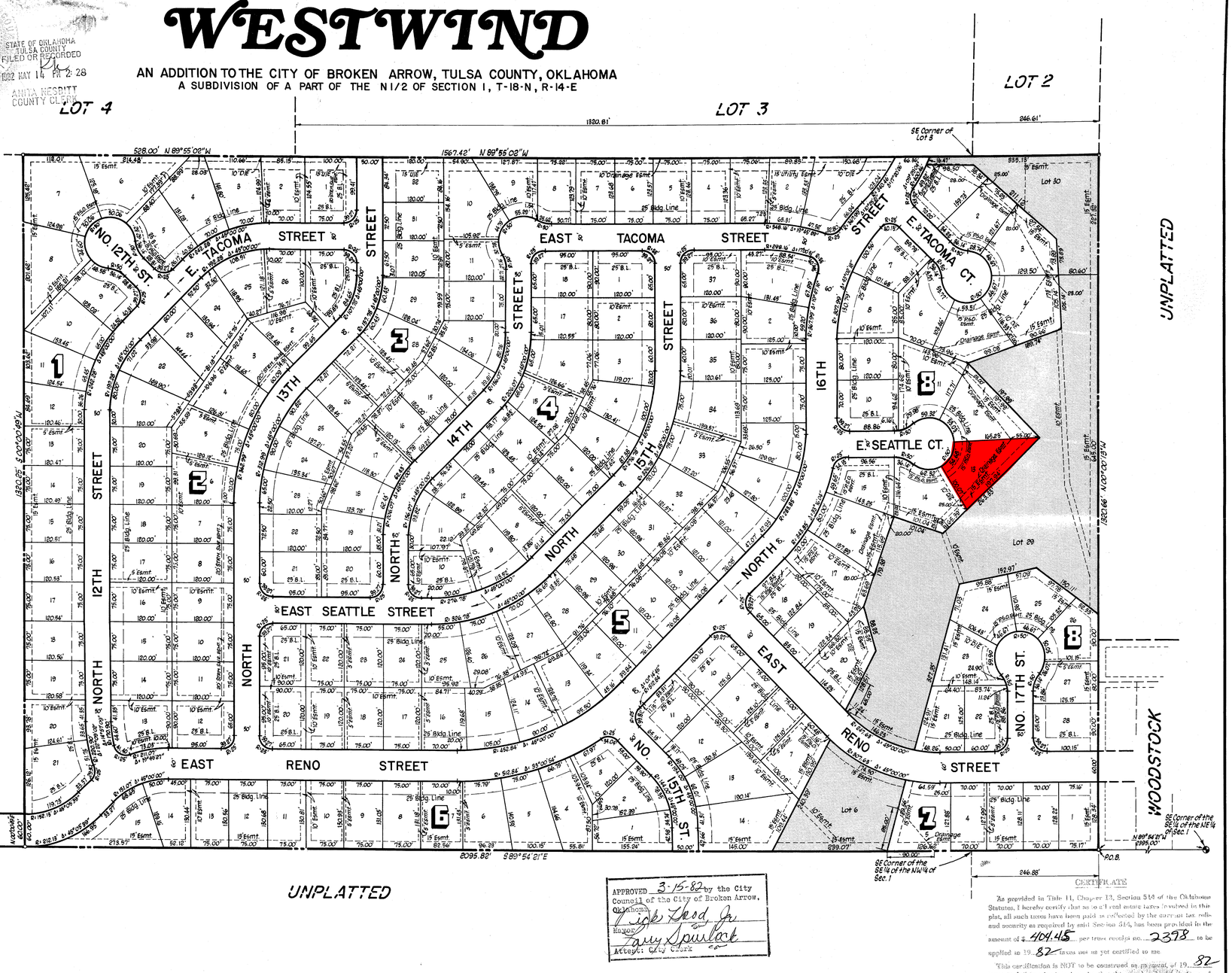
STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
1982 MAY 14 PM 2:28
ANITA MCGRITT
COUNTY CLERK

OWNER:
TIMBERCREST VENTURE 80-1

DEVELOPER:
THE TIMBERCREST COMPANIES, INC.
5550 SOUTH LEWIS AVENUE
TULSA, OKLAHOMA 74105
1-918-749-7905

ENGINEERS:
ENGINEERING CONSULTANTS, INC.
5550 SOUTH LEWIS AVENUE
TULSA, OKLAHOMA 74105
1-918-749-7968





APPROVED 3-15-82 by the City Council of the City of Broken Arrow, Oklahoma
Mayor Joe Reed Jr.
Attest: City Clerk Larry Spurlock

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that no ad valorem taxes levied in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of $ 404.45 per treas receipt no. 2398 to be applied in 19 82 taxes not as yet certified to me.

"This certification is NOT to be construed as payment of 19 82 taxes in full but is given in order that this plat may be filed of record. 19 82 taxes could exceed the amount of the security deposit.

Dated May 14 1982
JOHN CANTRELL
COUNTY TREASURER
By Peggy Rhea
DEPUTY TREASURER

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

CERTIFICATE AND DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: TIMBERCREST VENTURE 80-1, a General Partnership, composed of Timbercrest Associates, Ltd., an Oklahoma Limited Partnership, and The Timbercrest Companies, Inc., an Oklahoma Corporation, ("Timbercrest"), being the owner of the following described land in Tulsa County, State of Oklahoma to-wit:

A part of the North ½ of Section 1, Township 18 North, Range 14 East of the Indian Base and Meridian according to the U.S. Government Survey thereof, and being more particularly described as follows, to-wit:
Commencing at the Southeast corner of said North ½, Section 1, and running thence N 89°-54'-21" W along the South line of said North ½, Section 1, a distance of 2,395.00 feet to THE POINT OF BEGINNING, thence N 00°-00'-13" W a distance of 1,320.66 feet to a point, thence N 89°-55'-02" W a distance of 1567.42 feet to the Southeast corner of Lot 4, Section 1, thence N 89°-55'-02" W a distance of 528.00 feet to a point, thence S 00°-00'-49" W a distance of 1,320.25 feet to a point in the South line of said North ½, Section 1, thence S 89°-54'-21" E along said South line a distance of 2,095.82 feet to THE POINT OF BEGINNING, said described tract containing 63.471 acres, more-or-less.

Timbercrest has caused the above described real property to be surveyed and platted into a residential subdivision, henceforth known as "WESTWIND", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof. Moreover, in futherance of the orderly development and beneficial public use of "WESTWIND", Timbercrest does hereby grant and dedicate to the public and all future owners of the lots in "WESTWIND", and for public use all streets, easements for the installation and maintenance of utilities and drainage facilities, together with rights of ingress and egress to and upon said easements for the purpose of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities as may be placed thereon, the parcels designated, Lots 29 and 30, Block 8, and Lot 6, Block 7, shall be reserved for use as a natural storm water drainage course and easement upon the aforesaid plat, and such dedication shall be perpetual in longevity and absolute in character. No structures, plantings (other than sod) or other materials shall be placed, stored, erected or permitted to remain upon or within any easement as may be deemed to damage or interfere with the installation, maintenance and repair of a given utility or utilities or with the natural flow of water as would normally and usually occur within drainage easements. Easements within each lot of "WESTWIND" are to be maintained by the owner of that lot.

RESTRICTIVE COVENANTS

Timbercrest has established a general plan for the improvement and development of the above described premises, and does hereby establish the following covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations, and restrictions is and are for the benefit of each owner of land in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lots, and shall run with the land and shall be binding on all parties and all persons claiming by, through and under them until January 1, 2000, at which time the same shall be automatically extended for successive periods of twenty (20) years thereafter; PROVIDED, however, upon not less than ten (10) days notice, by written ballot and vote of not less than two-thirds (2/3) of all of the property owners in "WESTWIND", said covenants, conditions, reservations, and restrictions may be amended or modified, in whole or in part, at any time such amendment for modification shall be deemed necessary and shall become effective when due evidence of such vote on the given amendment or modification, and the applicable amendment or modification shall be filed of record in the depository for land records in Tulsa County, State of Oklahoma. In the event Timbercrest, its successors and assigns, or any future owner of any lot or lots within "WESTWIND", shall violate or attempt the violation of any of the covenants, conditions, reservations and restrictions hereby imposed, then, in such event, any other person or persons owning any lot or lots within "WESTWIND", shall be entitled to prosecute an action or proceeding at law or in equity against the person or persons violating or attempting to violate the same, and either enjoin such violation or attempted violation, or recover damages therefor, to-wit:

1. All lots in the subdivision shall be restricted to residential single-family dwellings. No lot may be subdivided to accomodate two or more separate owners and/or dwellings.

2. No buildings, nor parts thereof, except open porches and terraces shall be constructed and maintained on said lots nearer to the front property lines than the building set back lines shown on the accompanying plat. All lots designated for single-family residential use have one side yard of not less than ten (10) feet and one side yard of not less than five (5) feet, and no building shall be permitted within a required side yard, or encroach on the easement lines shown. No structure shall be placed, altered or permitted to remain on any lot which exceeds two (2) stories in height.

3. No dwelling shall be started in this subdivision without prior approval of the plans and specifications by the Building Committee ("Committee"). The first Committee shall be appointed by the Developer at such time as it is determined by them that sufficient lots are sold to warrant same. Three members shall be appointed to this Committee. One member shall be appointed for one year, the second member for two years, and the third member for three years. After this initial appointment, the Committee shall appoint each year a new member to serve for three years, and the third member for three years. After this initial appointment, the Committee shall appoint each year a new member to serve for three years. The Committee shall consist of three members and a majority of these members shall be required for approval or disapproval of plans and specifications. Should plans and specifications be submitted and no action taken within 30 days of submission of same, said plans will be deemed approved. Two working sets of drawings and specifications shall be submitted, one for approval and one for file.

4. No single-story dwelling shall be erected in this subdivision which has a living space of less than 1200 square feet. Two-story, including split-level dwellings, shall have a minimum of 850 square feet at the lower level. Living space means exclusive of garages, carports and porches.

5. The exterior of the structures erected on any lot in this Addition shall be constructed of not less than 450square feet of brick, stone or stucco.

6. All dwellings shall have attached garages suitable for accommodating a minimum of two standard size automobiles. All servant quarters, tool shed, hobby room, etc., shall be attached to the house. A portecochere will be permitted when approved by the Committee. No detached garages or other outbuildings shall be located on any lot unless approved in writing by the Committee.

7. Walks, driveways and patios must be shown on plot plan accompanying house plans when submitted to the Committee prior to start of construction. No white chat walks or driveways will be permitted. Driveway materials shall be concrete.

8. Asphalt composition shingles will be permitted. Certain now existing and future types of synthetic or natural roofing materials may be used upon approval of the Committee. Other roofing shall be restricted to cedar shingles, slate or built up roof. Tar and gravel will be permitted on contemporary style residences.

9. Boats, trailers, pick-up campers, race cars, dune buggies and commercial vehicles shall not be parked or stored on any lot except inside the garage or in the back yard. All repair work shall be performed inside the garage or [illegible] parking shall be restricted to the prepared driveway and will not be allowed on [illegible].

10. No steel posts, hog or barb wire fences will be allowed. No fences more than six (6) feet in height will be permitted on any homesite. Standard chain link fencing is allowed. 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 lines shown on the plat.

11. No tree over 3" in diameter may be cut unless under house pad or within 8 feet of house eaves, or unless approved by the Committee.

12. No mobile home, new or used, nor any used dwelling shall be moved into this subdivision.

13. No trailer, basement, tent, shack, garage, barn or other out building erected or placed in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

14. No noxious or offensive trade, activity or business enterprise shall be carried on upon any lot, nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.

15. No outside storage of building materials, old cars, or other salvage shall be permitted. Building materials may be stored for a period of 30 days prior to the start of construction. Construction shall be completed in nine (9) months.

16. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the sale or rent of said property, or signs used by the builder to advertise the property during construction and sales periods, unless approved in writing by the Committee.

17. No animals, livestock or poultry of any kind shall be raised, bred, kept or maintained on any lot except for dogs, cats and other household pets, provided that they are kept fenced and are not kept, bred or maintained for any commercial purpose.

18. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in a sanitary container and all incinerators or other equipment for the storage of waste material, or its disposal, and all lots shall be kept in a clean and orderly manner.

19. No outside toilets shall be allowed on the property hereon described and all sanitary facilities must comply with local and state health requirements.

20. All radio or television transmitting or receiving antennas shall be erected in the attic or other places concealed from public or private view unless approved by the Committee.

21. So long as mail deliveries are made at the curb in the addition, all mail boxes including their standards shall be approved by the Committee.

22. In connection with the installation of underground services, all lots in this Addition are subject to the following provisions, which are enforceable by Public Service, Cable Television, General Telephone, to-wit:

a. Overhead pole lines for the supply of electric or telephone service may be located along the South, North, West and East boundaries of this Addition. Street light poles or standard will be served by underground cable and elsewhere in said Addition. All supply lines shall be located underground, in the easement-ways reserved for general services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages may be located also in said easement-ways.

b. 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 as determined by the location and construction of such house as may be located upon each lot: provided that upon 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, telephone or cable tv service through its proper agents and employees, shall at all times have right of access to and upon 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 cable tv, electric facilities so installed by it.

d. The owner of each lot shall be responsible for the protection of the underground cable tv, electric or telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electrical facilities. The Company will be responsible for ordinary maintenance of underground electric, telephone, and cable tv facilities, but the owner will pay for the 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, telephone, and cable tv facilities shall be enforceable by the supplier of electrical and telephone service, and the owner of each lot agrees to be bound thereby.

23. Should a court of competent jurisdiction by final order, judgment or decree determine that any covenant, or part thereof, herein made and contained expressly or by reference, be invalid, null, void or otherwise unenforceable, such determination shall not void, invalidate, adversely affect, or otherwise vitiate any of the remaining covenants, or parts thereof, not so found, which shall remain in full force and effect.

UNOFFICIAL COPY

IN WITNESS WHEREOF, Timbercrest has set its hand and seal this 22ND day of MARCH, 1982.

BY THE TIMBERCREST COMPANIES, INC.,
a corporation, as general partner
of Timbercrest Venture 80-1

BY: [signature] President ATTEST: [signature] Secretary (Corporate Seal)

and by

TIMBERCREST ASSOCIATES LIMITED, a
limited partnership, as a general
partner of Timbercrest Venture 80-1

By Timbercrest Development, Ltd., a
corporation, general partner of
Timbercrest Associates Limited

BY: [signature] President ATTEST: [signature] Secretary (Corporate Seal)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of March, 1982 personally appeared Doug L. Day Jr., to me known to be the identical person who subscribed the name of the maker thereof to the above and foregoing instrument as President of The Timbercrest Companies, Inc. as a general partner of Timbercrest Venture 80-1, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission expires: 5-20-85 Linda Lukow
Notary Public

Before me, the undersigned, a Notary Public, in and for said County and State, on this 22nd day of March, 1982 personally appeared Doug L. Day Jr., to me known to be the identical person who subscribed the name of the maker thereof to the above and foregoing instrument as President of Timbercrest Development, Ltd., the general partner of Timbercrest Associates, a general partner of Timbercrest Venture 80-1, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My Commission expires: 5-20-85 Linda Lukow
Notary Public

ENGINEERING CONSULTANTS, INC., an Oklahoma Corporation, does hereby certify that it has, 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 22ND day of MAR., 1982.

ENGINEERING CONSULTANTS, INC. ATTEST:

BY: [signature] Lynden L. Burrow, Vice President L.S. No. 1077 Secretary (Corporate Seal)

LYNDEN L. BURROW 1077 REGISTERED LAND SURVEYOR OKLAHOMA

Before me, the undersigned Notary Public in and for said County and State, on this 22nd day of MAR, 1982, personally appeared Lynden L. Burrow to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and acknowledged to me that he did the same as his free and voluntary act and deed of such corporation 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 1, 1984 Becky Sheram
Notary Public

Tulsa County Clerk - EARLENE WILSON
Doc# 03007355 Pgs 1 B/P 6916/1774-1774
Receipt # 631057 01/16/03 11:45:07
Fee 30.00
#0006310570001#

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 $ 296.00 per trust receipt no. 4187 to be applied to 20 03 taxes. This certificate is NOT to be construed as payment of 20 03 taxes in full but is given in order that this plat may be filed on record. 20 03 taxes may exceed the amount of the security deposit.

Dated January 16, 2003 20 03

Dennis Semler
Tulsa County Treasurer
By _____ Deputy

APPROVED 1-8-03 by the City Council of the City of Broken Arrow, Oklahoma.
Mayor James C Reynolds
Attest: City Clerk Brenda Ray 1-9-03

North

0 50 100 150
Scale: 1"=100'

ACC = ACCESS PERMITTED
LNA = LIMITS OF NO ACCESS
B/L = BUILDING LINE
U/E = UTILITY EASEMENT
MAE = MUTUAL ACCESS EASEMENT
ESMT = EASEMENT
ODE = OVERLAND DRAINAGE ESMT
(BK___ PG___)= BOOK & PAGE
● = IRON PIN SET

S 76°38'48" E
351.91'
N 88°47'01" E
813.39'
Reserve "E"
17.5' UTILITY ESMT BY SEPARATE INSTRUMENT (BOOK 6554, PAGE 2682)
826.35'
729.00'
N 88°47'01" E
1005.74'
17.5' UTILITY ESMT BY SEPARATE INSTRUMENT (BOOK 6554, PAGE 2682)
Reserve "D"
285.00'
1260.74'
100.00' S 1°16'59" E
100.14'
100.0'
125.0'
ODE
369.99'
17.5' U/E
15' U/E
50' B/L
67.34'
10.0'
20.0'
30' MAE
30' SANITARY SEWER EASEMENT (BOOK 5904, PAGE 1858)
578.50'
Reserve "F"
Lot 3
Block 3
Lot 2
665.20'
N 1°16'59" W
20' MAE & U/E
35' B/L
14' B/L
THE BASIS OF BEARINGS FOR THE SURVEY SHOWN HEREON IS 1992 STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLANS, JOB NO. 7954(08), BROKEN ARROW EXPRESSWAY (S.H. 51), TULSA COUNTY.
Lot 1
Block 3
80.00'
N 16°23'06" E
1800
NORTHERLY LINE SE/4 SE/4
N 88°47'01" E
1320.75'
164.46'
20.00'
29.00'
286.52'
N 88°36'30" E
699.00'
20.00'
90°
44.50'
208.02'
20' WATERLINE ESMT.
340.83'
N 1°16'59" W
30' MAE
30' B/L & U/E
487.61'
60.0' R/W
40' ACC.
1981.33' S 1°19'04" E
E. Oakland St.
387.94' LNA
24.75' STATUTORY R/W
453.03'
635.05'
50' B/L
17.5' U/E
407.36'
N 74°04'27" W
406.10'
East Madison St.
229.54'
R=1290.00'
Δ=10°11'42"
151.66'
R=1280.00'
Δ=6°47'10"
Δ=16°55'52"
R=1210.00'
357.56'
1801
1900
2300
35.36'
N 43°40'57" E
106.67'
N 88°40'57" E
441.36'
R=1000.02'
Δ=25°17'16"
Reserve "C"
(SEE DETAIL C)
1037'
Reserve "G"
642.73'
30' SANITARY SEWER EASEMENT (BOOK 5904, PAGE 1858)
Lot 1
Block 2
Street
639.09'
R=1160.00'
Δ=31°33'39"
Δ=27°00'53"
R=1240.00'
584.55'
1901
2200
B/L & U/E
337.80'
N 88°41'01" E
564.77'
R=1160.00'
Δ=27°53'44"
Δ=24°00'53"
R=1240.00'
519.73'
61.57'
Madison St. East
N 63°23'41" E
169.91'
Δ=25°17'16"
R=680.00'
300.12'
N 88°40'57" E
209.19'
35.36'
S 46°19'03" E
2301
Lot 1
Block 1
325.37'
DEED OF DEDICATION FOR EASEMENT & RIGHT-OF-WAY (BOOK 6106, PAGE 639)
North 23rd Street (S. 193rd E. Ave.)
280.47' LNA
103' ACCESS
Reserve "A"
(SEE DETAIL A)
64.96'
S 34°40'46" E
16'
15'
38.67'
ODE
95.32'
15' U/E
40' ODE
20' WATERLINE ESMT (BOOK 5425, PAGE 650)
2001
L=99.10'
R=81.00'
Δ=70°05'49"
2101
L=63.47'
R=35.00'
Δ=103°54'24"
15' STORM SEWER EASEMENT BY SEPARATE INSTRUMENT (BK 6097, PG 2526)
STORM SEWER EASEMENT
377.50'
135.0'
15.0'
11.0'
11' U/E
800.57'
60.0' R/W
155.89'
N 87°02'05" W
360.55'
N 87°02'05" W
507.18'
S 88°44'40" W
R 14 E
T 18 N
ALBANY (E. 61ST ST. S.)
N. 9TH (S. 177TH E. AVE)
N. 23RD (S. 193RD E. AVE)
KENOSHA (E. 71ST ST. S.)
UNPLATTED
BIXBY HIGH SCHOOL
WESTWIND
WOODSTOCK
B.A. EXPRESSWAY
WAL-MART CENTER
Location Map
SCALE: 1"=2000'
SUBDIVISION CONTAINS
FIVE(5) LOTS IN THREE(3) BLOCKS AND SEVEN(7) RESERVES
GROSS SUBDIVISION AREA: 109.447 ACRES
Benchmark
BRASS CAP AT THE INTERSECTION OF EAST 71st STREET SOUTH AND SOUTH 193rd EAST AVENUE.
ELEVATION= 734.90 (NGVD)
571.26'
N 80°29'50" W
B.A. Expwy (SH 51)
40' ODE
Lot 1
STORM SEWER EASEMENT
15'
15' U/E
WESTERLY LINE SE/4 SE/4
704.40'
1100
1101
North 20th Street
Δ=40°27'45"
R=280.00'
Δ=50°35'35"
R=360.00'
Δ=43°58'21"
R=310.00'
235.14'
138.37'
204.36'
17.5' U/E
50' B/L
11' U/E
587.55'
S 1°16'48" E
660.57'
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.
LOT 1, BLOCK 1
Wal-Mart Center
LOT 2
LOT 3
11' U/E BY PLAT NO. 4613
20' U/E BY PLAT NO. 4613
50' BUILDING & SIGN SETBACK LINE BY PLAT NO. 4613
191.21'
N 8°53'44" W
Reserve "B"
(SEE DETAIL B)
103'
N 1°13'03" W
174.53'
34.37'
N 45°21'10" E
36.34'
N 44°35'56" W
WATER LINE ESMT (BOOK 5429, PAGE 201)
50' WATERLINE ESMT. (BOOK 3625, PAGE 119)
152.61'
155.17'
138.66'
R=1327.39'
Δ=5°59'07"
29.23'
S 89°07'57" W
30.00'
N 1°18'59" W
98.97'
460.94'
N 87°58'48" W
East Kenosha Street (East 71st Street South)
65.0' R/W
860.57'
S 88°48'37" W
860.62'
SOUTHWEST CORNER SE/4 SE/4 SECTION 1, T-18-N, R-14-E
RIGHT-OF-WAY PREVIOUSLY DEDICATED (BOOK 4411, PAGE 1801 & BOOK 5428, PAGE 2673)
SOUTHERLY LINE SECTION 1 1320.78' S 88°46'57" W
24.75' STATUTORY RIGHT-OF-WAY
SOUTHEAST CORNER SECTION 1, T-18-N, R-14-E
177.16' LNA
103' ACCESS
159.88' LNA
20' ACCESS

Amended Plat of
The Park
AT ADAM'S CREEK - PHASE 1

PART OF THE S/2 OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 14 EAST
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

OWNERS:

KAISER-FRANCIS OIL COMPANY, A DELAWARE CORPORATION; BARBARA A. BROWN KIMBROUGH AND JAMES D. KIMBROUGH, TRUSTEES OF THE REVOCABLE INTER VIVOS TRUST OF BARBARA A. BROWN KIMBROUGH; CITIZENS SECURITY BANK & TRUST CO. AND WANDA M. BROWN, TRUSTEES OF THE REVOCABLE INTER VIVOS TRUST OF GEORGE L. BROWN AND WANDA M. BROWN; JAMES DOUGLAS KIMBROUGH AND CARLA S. KIMBROUGH, HUSBAND AND WIFE; SALLY KIMBROUGH WILTON AND THOMAS WILTON, WIFE AND HUSBAND; KELLEY KIMBROUGH RASH, A SINGLE PERSON; GEORGEANNA BROWN THOMAS AND ROGER THOMAS, WIFE AND HUSBAND; AND LOWE'S HOME CENTERS, INC., A NORTH CAROLINA CORPORATION

7080 SOUTH YALE AVENUE, SUITE 605
TULSA, OKLAHOMA 74136
PHONE: (918) 488-7300

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S.
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918)745-9929

PLAT No.
5663

Amended Plat of
The Park at Adam's Creek - Phase I
SHEET 1 OF 4

CASE NO. (PT02-124) DEVELOPMENT NO. (02-198)

P:\2002\22050\22050PP-AMENDED.DWG, PLAT, 12/19/2002 10:42:23 AM, CEVERETT, 1:100, TANNER CONSULTING, LLC (OK CA No. 2661 Exp. 6/30/03; TX Reg# F-00439)

Amended Plat of
The Park
AT ADAM'S CREEK - PHASE 1

PART OF THE S/2 OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 14 EAST
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

THE BASIS OF BEARINGS FOR THE SURVEY SHOWN HEREON IS 1992 STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLANS, JOB NO. 7954(08), BROKEN ARROW EXPRESSWAY (S.H. 51), TULSA COUNTY.

APPROVED 1-21-03 by the City Council of the City of Broken Arrow, Oklahoma.
Mayor Brenda Ray
Attest: City Clerk 1-9-03

Scale: Varies

ACC = ACCESS PERMITTED
LNA = LIMITS OF NO ACCESS
B/L = BUILDING LINE
U/E = UTILITY EASEMENT
MAE = MUTUAL ACCESS EASEMENT
ESMT = EASEMENT
ODE = OVERLAND DRAINAGE ESMT
(BK___, PG___)= BOOK & PAGE
● = IRON PIN SET

Amended Plat of
The Park at Adam's Creek – Phase I
SHEET 2 OF 4

CASE NO. (PT02-124) DEVELOPMENT NO. (02-198)

P:\2002\2205\0\2205PP-AMEND1.DWG, PLAT2, 12/19/2002 10:42:44 AM, CEVERTZ, 1:100, TANNER CONSULTING, LLC (OK CA NO. 2601 EXP. 6/30/03, TX REG# F-00439)

Amended Plat of

The Park

AT ADAM'S CREEK - PHASE 1

PART OF THE S/2 OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 14 EAST
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

APPROVED 11-21-02 by the City Council of the City of Broken Arrow, Oklahoma.
James T. Reynolds
Mayor
Brenda Rey
Attest: City Clerk 1-9-03

Deed of Dedication

KNOW ALL MEN BY THESE PRESENTS:

KAISER-FRANCIS OIL COMPANY, A DELAWARE CORPORATION; BARBARA A. BROWN KIMBROUGH AND JAMES D. KIMBROUGH, TRUSTEES OF THE REVOCABLE INTER VIVOS TRUST OF BARBARA A. BROWN KIMBROUGH UNDER AGREEMENT DATED OCTOBER 29, 1997; CITIZENS SECURITY BANK & TRUST CO. AND WANDA M. BROWN, TRUSTEES OF THE REVOCABLE INTER VIVOS TRUST OF GEORGE L. BROWN AND WANDA M. BROWN, DATED DECEMBER 8, 1983; JAMES DOUGLAS KIMBROUGH AND CARLA S. KIMBROUGH, HUSBAND AND WIFE; SALLY KIMBROUGH WILTON AND THOMAS WILTON, WIFE AND HUSBAND; KELLEY KIMBROUGH RASH, A SINGLE PERSON; GEORGEANNA BROWN THOMAS AND ROGER THOMAS, WIFE AND HUSBAND; AND LOWE'S HOME CENTERS, INC., A NORTH CAROLINA CORPORATION, (HEREINAFTER THE "OWNER/DEVELOPERS"), ARE THE OWNERS OF THE FOLLOWING-DESCRIBED REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

KAISER-FRANCIS OIL COMPANY PROPERTY ("KAISER-FRANCIS PARCEL"):

A TRACT OF LAND BEING PART OF THE SOUTH HALF OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID S/2; THENCE SOUTH 88°46'57" WEST AND ALONG THE SOUTHERLY LINE OF THE S/2, FOR A DISTANCE OF 1320.78 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION 1; THENCE NORTH 1°18'59" WEST ALONG THE WESTERLY LINE OF SAID SE/4 SE/4, FOR A DISTANCE OF 128.97 FEET TO A POINT OF INTERSECTION WITH THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 51, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING SIX(6) COURSES: SOUTH 89°07'57" WEST FOR A DISTANCE OF 29.23 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A 1,327.39 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 5°56'07", FOR AN ARC DISTANCE OF 138.66 FEET TO A POINT; THENCE NORTH 8°55'44" WEST FOR A DISTANCE OF 191.21 FEET TO A POINT; THENCE NORTH 60°29'50" WEST FOR A DISTANCE OF 571.26 FEET TO A POINT; THENCE SOUTH 86°44'40" WEST FOR A DISTANCE OF 507.18 FEET TO A POINT; THENCE NORTH 87°02'05" WEST FOR A DISTANCE OF 360.55 FEET TO A POINT; THENCE NORTH 16°23'08" EAST FOR A DISTANCE OF 1,301.23 FEET TO A POINT; THENCE SOUTH 76°38'48" EAST FOR A DISTANCE OF 369.99 FEET TO A POINT; THENCE NORTH 88°47'01" EAST AND PARALLEL WITH THE NORTHERLY LINE OF THE S/2, FOR A DISTANCE OF 2,117.08 FEET TO A POINT ON THE EASTERLY LINE THEREOF; THENCE SOUTH 1°19'04" EAST AND ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 453.03 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER SAID SE/4 SE/4; THENCE SOUTH 88°47'01" WEST AND ALONG THE NORTHERLY LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 1320.75 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER THEREOF; THENCE SOUTH 1°18'59" EAST AND ALONG THE WESTERLY LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 1192.01 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT A TRACT OF LAND BEING PART OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID W/2 SE/4, SAID CORNER BEING SOUTH 88°46'57" WEST A DISTANCE OF 1320.78 FEET FROM THE SOUTHEAST CORNER OF SAID SE/4; THENCE NORTH 1°18'59" WEST ALONG THE EASTERLY LINE OF THE W/2 SE/4, FOR A DISTANCE OF 833.37 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY AND NORTHWESTERLY ALONG A 1160.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 88°42'35" WEST, A CENTRAL ANGLE OF 31°33'59", FOR AN ARC DISTANCE OF 639.09 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING NORTHWESTERLY ALONG A 1290.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 6°44'10", FOR AN ARC DISTANCE OF 151.86 FEET TO A POINT; THENCE NORTH 1°18'59" WEST AND PARALLEL WITH SAID EASTERLY LINE, FOR A DISTANCE OF 665.20 FEET TO A POINT; THENCE NORTH 88°47'01" EAST FOR A DISTANCE OF 729.00 FEET TO A POINT ON SAID EASTERLY LINE; THENCE SOUTH 1°18'59" EAST ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 940.63 FEET TO THE POINT OF BEGINNING;

SAID TRACT PRESENTLY KNOWN AS LOT TWO (2), BLOCK THREE (3), THE PARK AT ADAMS CREEK – PHASE 1, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5542).

SAID TRACT CONTAINING 1,752,849 SQUARE FEET, OR 40.240 ACRES.

AND A TRACT OF LAND THAT IS PART OF THE SOUTH HALF (S/2) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID S/2; THENCE SOUTH 88°47'04" WEST ALONG THE NORTHERLY LINE OF THE S/2, FOR A DISTANCE OF 2227.80 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 16°23'08" WEST FOR A DISTANCE OF 1391.45 FEET; THENCE NORTH 7°4'04'27" WEST FOR A DISTANCE OF 60.46 FEET TO A POINT OF CURVATURE; THENCE ALONG A 1160.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 14°09'00", FOR AN ARC DISTANCE OF 286.48 FEET; THENCE NORTH 30°04'32" EAST FOR A DISTANCE OF 146.82 FEET; THENCE NORTH 16°18'06" WEST FOR A DISTANCE OF 196.76 FEET; THENCE NORTH 33°19'23" EAST FOR A DISTANCE OF 154.22 FEET; THENCE NORTH 11°36'05" WEST FOR A DISTANCE OF 151.83 FEET; THENCE NORTH 41°30'35" WEST FOR A DISTANCE OF 308.09 FEET; THENCE NORTH 22°58'51" WEST FOR A DISTANCE OF 122.19 FEET; THENCE NORTH 1°12'56" WEST FOR A DISTANCE OF 250.99 FEET TO A POINT ON THE NORTHERLY LINE OF THE S/2; THENCE NORTH 88°47'04" EAST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 898.58 FEET TO THE POINT OF BEGINNING.

AND A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH 88°46'57" WEST ALONG THE SOUTHERLY LINE OF SECTION 1, FOR A DISTANCE OF 2641.56 FEET TO THE SOUTHEAST CORNER OF SAID SW/4; THENCE NORTH 1°18'54" WEST ALONG THE EASTERLY LINE OF THE SW/4, FOR A DISTANCE OF 610.04 FEET TO A POINT ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF THE BROKEN ARROW EXPRESSWAY (STATE HIGHWAY 51); THENCE NORTH 87°02'05" WEST ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 229.81 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 87°02'05" WEST ALONG THE RIGHT-OF-WAY LINE, FOR A DISTANCE OF 155.89 FEET; THENCE NORTH 69°48'56" WEST AND CONTINUING ALONG THE RIGHT-OF-WAY LINE, FOR A DISTANCE OF 238.87 FEET; THENCE NORTH 6°15'22" EAST FOR A DISTANCE OF 523.18 FEET; THENCE NORTH 32°55'54" EAST FOR A DISTANCE OF 207.48 FEET; THENCE ALONG A 1240.00 FOOT RADIUS CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 57°04'06" EAST, A CENTRAL ANGLE OF 17°00'21", FOR AN ARC DISTANCE OF 368.04 FEET TO A POINT OF TANGENCY; THENCE SOUTH 74°04'27" EAST FOR A DISTANCE OF 59.81 FEET; THENCE SOUTH 16°23'08" WEST FOR A DISTANCE OF 642.73 FEET TO THE POINT OF BEGINNING.

AND A 100.00 FOOT WIDE STRIP OF LAND THAT IS PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE NORTH 1°19'04" WEST ALONG THE EASTERLY LINE OF THE SE/4, FOR A DISTANCE OF 1773.99 FEET; THENCE SOUTH 88°47'01" WEST AND PARALLEL WITH THE SOUTHERLY LINE OF THE N/2 SE/4, FOR A DISTANCE 1290.74 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°47'01" WEST AND PARALLEL WITH SAID SOUTHERLY LINE, FOR A DISTANCE OF 826.35 FEET; THENCE NORTH 76°38'48" WEST FOR A DISTANCE OF 368.99 FEET; THENCE NORTH 16°23'08" EAST FOR A DISTANCE OF 100.14 FEET; THENCE SOUTH 76°38'48" EAST FOR A DISTANCE OF 351.91 FEET; THENCE NORTH 88°47'01" EAST AND PARALLEL WITH THE SOUTHERLY LINE, FOR A DISTANCE OF 813.39 FEET; THENCE SOUTH 1°18'59" EAST FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

AND A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE/4 SE/4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NE/4 SE/4; THENCE SOUTH 1°19'04" EAST AND ALONG THE EASTERLY LINE OF THE NE/4 SE/4, FOR A DISTANCE OF 867.92 FEET; THENCE SOUTH 88°47'01" WEST AND PARALLEL WITH THE SOUTHERLY LINE OF THE NORTH HALF (N/2) OF SAID SE/4, FOR A DISTANCE OF 285.00 FEET; THENCE NORTH 1°19'04" WEST AND PARALLEL WITH SAID EASTERLY LINE, FOR A DISTANCE OF 400.00 FEET; THENCE NORTH 88°47'01" EAST AND PARALLEL WITH SAID SOUTHERLY LINE, FOR A DISTANCE OF 225.00 FEET; THENCE NORTH 1°19'04" WEST AND PARALLEL WITH THE EASTERLY LINE, FOR A DISTANCE OF 467.92 FEET TO A POINT ON THE NORTHERLY LINE OF THE NE/4 SE/4; THENCE NORTH 88°47'04" EAST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

BARBARA A. BROWN KIMBROUGH AND JAMES D. KIMBROUGH, TRUSTEES OF THE REVOCABLE INTER VIVOS TRUST OF BARBARA A. BROWN KIMBROUGH UNDER AGREEMENT DATED OCTOBER 29, 1997; CITIZENS SECURITY BANK AND TRUST CO. AND WANDA M. BROWN, TRUSTEES OF THE REVOCABLE INTER VIVOS TRUST OF GEORGE L. BROWN AND WANDA M. BROWN, DATED DECEMBER 8, 1983; JAMES DOUGLAS KIMBROUGH AND CARLA S. KIMBROUGH, HUSBAND AND WIFE; SALLY KIMBROUGH WILTON AND THOMAS WILTON, WIFE AND HUSBAND; KELLEY KIMBROUGH RASH, A SINGLE PERSON; AND GEORGEANNA BROWN THOMAS AND ROGER THOMAS, WIFE AND HUSBAND, PROPERTY ("KIMBROUGH PARCEL"):

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SE/4 SE/4; THENCE NORTH 1°18'59" WEST ALONG THE WESTERLY LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 98.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1°18'59" WEST ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 1222.01 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE SE/4 SE/4; THENCE NORTH 88°47'01" EAST ALONG THE NORTHERLY LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 1320.75 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID SE/4 SE/4; THENCE SOUTH 1°19'04" EAST ALONG THE EASTERLY LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 860.38 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EASTERLY LINE WITH THE EXTENSION OF THE NORTHERLY LINE OF LOT ONE (1) BLOCK ONE (1), "WAL-MART CENTER", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4613); THENCE SOUTH 88°46'37" WEST ALONG SAID NORTHERLY LINE AND EXTENSION THEREOF, FOR A DISTANCE OF 860.57 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID BLOCK ONE (1); THENCE SOUTH 1°18'48" EAST ALONG THE WESTERLY LINE OF BLOCK ONE (1), FOR A DISTANCE OF 587.55 FEET TO A POINT ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 460.94 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,136,674 SQUARE FEET, OR 26.094 ACRES.

LOWE'S HOME CENTERS, INC. PROPERTY ("LOWE'S PARCEL"):

A TRACT OF LAND BEING PART OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4) OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID W/2 SE/4, SAID CORNER BEING SOUTH 88°46'57" WEST A DISTANCE OF 1320.78 FEET FROM THE SOUTHEAST CORNER OF SAID SE/4; THENCE NORTH 1°18'59" WEST ALONG THE EASTERLY LINE OF THE W/2 SE/4, FOR A DISTANCE OF 833.37 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY AND NORTHWESTERLY ALONG A 1160.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 88°42'35" WEST, A CENTRAL ANGLE OF 31°33'59", FOR AN ARC DISTANCE OF 639.09 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING NORTHWESTERLY ALONG A 1290.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 6°44'10", FOR AN ARC DISTANCE OF 151.86 FEET TO A POINT; THENCE NORTH 1°18'59" WEST AND PARALLEL WITH SAID EASTERLY LINE, FOR A DISTANCE OF 665.20 FEET TO A POINT; THENCE NORTH 88°47'01" EAST FOR A DISTANCE OF 729.00 FEET TO A POINT ON SAID EASTERLY LINE; THENCE SOUTH 1°18'59" EAST ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 940.63 FEET TO THE POINT OF BEGINNING;

SAID TRACT PRESENTLY KNOWN AS LOT TWO (2), BLOCK THREE (3), THE PARK AT ADAMS CREEK – PHASE 1, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5542).

SAID TRACT CONTAINING 613,853 SQUARE FEET, OR 14.092 ACRES;

THE KAISER-FRANCIS PARCEL, THE KIMBROUGH PARCEL AND THE LOWE'S PARCEL COMBINE TO CONSTITUTE A PARCEL DESCRIBED AS FOLLOWS ("SUBDIVISION PARCEL"):

A TRACT OF LAND BEING PART OF THE SOUTH HALF OF SECTION ONE (1), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID S/2; THENCE NORTH 1°19'04" WEST ALONG THE EASTERLY LINE OF THE S/2, FOR A DISTANCE OF 860.57 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF SAID EASTERLY LINE WITH THE EXTENSION OF THE NORTHERLY LINE OF LOT ONE (1), BLOCK ONE (1), WAL-MART CENTER, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 4613); THENCE SOUTH 88°46'37" WEST ALONG SAID EXTENSION AND SAID NORTHERLY LINE, FOR A DISTANCE OF 860.57 FEET TO A POINT; SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 1°18'48" EAST AND ALONG THE WESTERLY LINE OF LOT 1, FOR A DISTANCE OF 587.55 FEET TO A POINT ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF KENOSHA STREET; THENCE NORTH 87°58'48" WEST AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 460.94 FEET TO A POINT OF INTERSECTION WITH THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 51; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING NINE (9) COURSES: NORTH 1°18'59" WEST FOR A DISTANCE OF 29.25 FEET TO A POINT; THENCE SOUTH 89°07'57" WEST FOR A DISTANCE OF 29.23 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A 1,327.39 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 5°59'07", FOR AN ARC DISTANCE OF 138.66 FEET TO A POINT; THENCE NORTH 8°55'44" WEST FOR A DISTANCE OF 191.21 FEET TO A POINT; THENCE NORTH 60°29'50" WEST FOR A DISTANCE OF 571.26 FEET TO A POINT; THENCE SOUTH 86°44'40" WEST FOR A DISTANCE OF 507.18 FEET TO A POINT; THENCE NORTH 87°02'05" WEST FOR A DISTANCE OF 360.55 FEET TO A POINT; THENCE CONTINUING NORTH 87°02'05" WEST FOR A DISTANCE OF 155.89 FEET TO A POINT; THENCE NORTH 69°48'56" WEST FOR A DISTANCE OF 238.87 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 6°15'22" EAST, FOR A DISTANCE OF 523.18 FEET TO A POINT; THENCE NORTH 32°55'54" EAST FOR A DISTANCE OF 207.48 FEET; THENCE SOUTHEASTERLY ALONG A 1240.00 FOOT RADIUS CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 57°04'06" EAST, A CENTRAL ANGLE OF 17°00'21", FOR AN ARC DISTANCE OF 368.04 FEET TO A POINT OF TANGENCY; THENCE SOUTH 74°04'27" EAST FOR A DISTANCE OF 59.81 FEET TO A POINT; THENCE NORTH 16°23'08" EAST FOR A DISTANCE OF 80.00 FEET TO A POINT; THENCE NORTH 74°04'27" WEST FOR A DISTANCE OF 60.46 FEET TO A POINT OF CURVATURE; THENCE ALONG A 1160.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 14°09'00", FOR AN ARC DISTANCE OF 286.48 FEET TO A POINT; THENCE NORTH 30°04'32" EAST FOR A DISTANCE OF 146.82 FEET TO A POINT; THENCE NORTH 16°18'08" WEST FOR A DISTANCE OF 196.76 FEET TO A POINT; THENCE NORTH 33°19'23" EAST FOR A DISTANCE OF 154.22 FEET TO A POINT; THENCE NORTH 11°36'05" WEST FOR A DISTANCE OF 151.83 FEET TO A POINT; THENCE NORTH 41°30'35" WEST FOR A DISTANCE OF 308.09 FEET TO A POINT; THENCE NORTH 22°58'51" WEST FOR A DISTANCE OF 122.19 FEET TO A POINT; THENCE NORTH 1°12'56" WEST FOR A DISTANCE OF 250.99 FEET TO A POINT ON THE NORTHERLY LINE OF SAID S/2 OF SECTION 1; THENCE NORTH 88°47'04" EAST AND ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 898.58 FEET TO A POINT; THENCE SOUTH 16°23'08" WEST FOR A DISTANCE OF 712.80 FEET TO A POINT; THENCE SOUTH 76°38'48" EAST FOR A DISTANCE OF 351.91 FEET TO A POINT; THENCE NORTH 88°47'01" EAST AND PARALLEL WITH THE NORTHERLY LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (S/2 SE/4) OF SAID SECTION 1, FOR A DISTANCE OF 813.39 FEET TO A POINT; THENCE SOUTH 1°18'59" EAST FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 88°47'01" EAST AND PARALLEL WITH SAID NORTHERLY LINE OF THE SOUTH HALF OF THE S/2 SE/4, FOR A DISTANCE OF 1005.74 FEET TO A POINT; THENCE NORTH 1°19'04" WEST AND PARALLEL WITH THE EASTERLY LINE OF SAID S/2 OF SECTION 1, FOR A DISTANCE OF 400.00 FEET TO A POINT; THENCE NORTH 88°47'01" EAST AND PARALLEL WITH THE NORTHERLY LINE OF THE SE/4 SE/4 FOR A DISTANCE OF 225.00 FEET TO A POINT; THENCE NORTH 1°19'04" WEST AND PARALLEL WITH SAID EASTERLY LINE, FOR A DISTANCE OF 467.92 FEET TO A POINT ON THE NORTHERLY LINE OF THE S/2 OF SECTION 1; THENCE NORTH 88°47'04" EAST ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 60.00 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE S/2; THENCE SOUTH 1°19'04" EAST AND ALONG THE EASTERLY LINE, FOR A DISTANCE OF 1961.33 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 4,767,504 SQUARE FEET, OR 109.447 ACRES.

THE OWNER/DEVELOPERS HAVE CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVES AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "THE AMENDED PLAT OF THE PARK AT ADAM'S CREEK - PHASE 1", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "THE PARK AT ADAM'S CREEK - PHASE 1"), FOR THE PURPOSES OF AMENDING THE PLAT OF THE PARK AT ADAM'S CREEK – PHASE 1", RECORDED IN THE RECORDS OF THE TULSA COUNTY CLERK AS PLAT NO. 5542, TO INCLUDE IN SAID PLAT THOSE AREAS DESIGNATED HEREON AS RESERVES "D", "E", "F" AND "G" AND TO DEDICATE TO THE PUBLIC ADDITIONAL RIGHT-OF-WAY FOR NORTH 23RD STREET.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS.

THE OWNER/DEVELOPERS DO HEREBY DEDICATE FOR PUBLIC USE, THE STREETS AS DEPICTED ON THE PLAT, AND DOES FURTHER DEDICATE FOR THE PUBLIC USE THE GENERAL UTILITY EASEMENTS AS DEPICTED ON THE PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTION, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION LINES, TOGETHER WITH ALL VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER/DEVELOPERS HEREBY RESERVE THE RIGHT TO CONSTRUCT AND MAINTAIN WATER LINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICETO AREAS WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER/DEVELOPERS FURTHER RESERVE THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS, PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS AND OTHER NONOBSTRUCTING UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE.

B. IMPROVEMENTS.

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICE MAY BE LOCATED ALONG THE NORTH AND WEST PERIMETER BOUNDARIES OF BLOCK THREE (3) OF THE SUBDIVISION AND THE WEST PERIMETER BOUNDARY OF BLOCK TWO (2) OF THE SUBDIVISION AND THE EAST PERIMETER BOUNDARY OF BLOCK ONE (1) OF THE SUBDIVISION ADJACENT TO BLOCK ONE (1), "WAL-MART CENTER", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, IF LOCATED WITHIN THE PUBLIC STREET AND UTILITY EASEMENTS. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. AND ELSEWHERE THROUGHOUT THE SUBDIVISION ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND PUBLIC STREETS, AS DEPICTED ON THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN EASEMENT-WAYS.

2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF THE STRUCTURE AS MAY BE LOCATED UPON A LOT PERMITTED. PROVIDED, THE INSTALLATION OF SUCH A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT COVERING A 5-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 THE STRUCTURE.

3. THE SUPPLIER OF SERVICE, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL THE EASEMENT-WAYS DEPICTED ON THE PLAT OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND ELECTRIC OR COMMUNICATION FACILITIES INSTALLED BY THE SUPPLIER OF THE SERVICE.

4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH ELECTRIC, NATURAL GAS, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE SUPPLIER OR SERVICE AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE.

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON THE LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER AND SEWER MAINS, SHALL BE PROHIBITED, WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER OR SEWER MAIN, ALL GROUND LEVEL APERTURE, INCLUDING VALVE BOXES, FIRE HYDRANTS AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR AT ITS ELECTION, THE CITY OF BROKEN ARROW, OKLAHOMA MAY MAKE SUCH ADJUSTMENT AT THE LOT OWNER'S EXPENSE.

3. THE CITY OF BROKEN ARROW

Amended Plat of

The Park

AT ADAM'S CREEK - PHASE 1

PART OF THE S/2 OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 14 EAST
AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

APPROVED 11-21-02 by the City Council of the City of Broken Arrow, Oklahoma.
Mayor James C. Reynolds
Attest: City Clerk Brenda Rorie 1-9-03

3. THE MAINTENANCE OBLIGATIONS IMPOSED BY THIS SUBSECTION G UPON THE PARK AT ADAM'S CREEK PROPERTY OWNER'S ASSOCIATION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER OR BY THE CITY OF BROKEN ARROW. IN THE EVENT THE PARK AT ADAM'S CREEK PROPERTY OWNERS ASSOCIATION SHOULD FAIL TO ADEQUATELY AND PROPERLY MAINTAIN SAID RESERVE AREAS AND FACILITIES, THE CITY OF BROKEN ARROW OR ITS DESIGNATED CONTRACTOR MAY ENTER UPON SAID RESERVE AREAS, PERFORM SAID MAINTENANCE, AND THE COST OF PERFORMING SAID MAINTENANCE SHALL BE PAID BY THE OWNERS OF LOTS WITHIN THE SUBDIVISION PROPORTIONATELY ON THE BASIS OF THE LAND AREA OF EACH OWNERS' LOT COMPARED TO THE SUM OF THE LAND AREA OF ALL LOTS WITHIN THE SUBDIVISION. IN THE EVENT SAID LOT OWNERS FAIL TO PAY THE COST OF SAID MAINTENANCE OR ANY PART THEREOF WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SAID MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER, SAID COST SHALL BE A LIEN AGAINST ALL LOTS WITHIN THE SUBDIVISION FOR WHICH PROPORTIONATE PAYMENT HAS NOT BEEN MADE, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW.

H. SURFACE DRAINAGE.

EACH LOT, IN ACCORDANCE WITH THE FINISH GRADING PLAN, SHALL RECEIVE AND DRAIN IN AN UNOBSTRUCTABLE MANNER THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR RESPECTIVE LOT. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION H SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER OR BY THE CITY OF BROKEN ARROW.

I. OVERLAND DRAINAGE EASEMENT

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPERS HEREBY DEDICATE TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "ODE" OR "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS SHALL BE IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN SUCH EASEMENT AREAS UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT LESS THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF BROKEN ARROW, OKLAHOMA.

4. THE OVERLAND DRAINAGE EASEMENT AREAS AND FACILITIES LOCATED WITHIN THE SUBDIVISION SHALL BE MAINTAINED BY THE OWNER OF THE LOT UPON WHICH THE DRAINAGE EASEMENT IS LOCATED AT THE OWNER'S COST, IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT OVER WHICH AN OVERLAND DRAINAGE EASEMENT IS LOCATED SHOULD FAIL TO PROPERLY MAINTAIN SUCH OVERLAND DRAINAGE EASEMENT AREA AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH OVERLAND DRAINAGE EASEMENT AREAS, OR THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW OR ITS DESIGNATED CONTRACTOR MAY ENTER SUCH OVERLAND DRAINAGE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTIONS OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF THE LOT. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE WITHIN THIRTY (30) DAYS AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OF THE OWNER. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

J. PAVING AND LANDSCAPING WITHIN EASEMENTS.

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, ELECTRIC, NATURAL GAS AND COMMUNICATION FACILITIES AS DEPICTED UPON THE PLAT CAUSED OR NECESSITATED BY THE ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS, PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL IN ALL EVENTS USE REASONABLE CARE IN THE PERFORMANCE OF SUCH MAINTENANCE ACTIVITIES.

K. RIGHTS OF INGRESS AND EGRESS.

THE OWNER HEREBY RELINQUISHES RIGHTS OF INGRESS AND EGRESS TO AND FROM THE ABOVE-DESCRIBED PROPERTY TO AND FROM EAST KENOSHA STREET AND NORTH 23RD STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" OR "L.N.A." ON THE PLAT, EXCEPT AS MAY HEREINAFTER BE RELEASED, ALTERED OR AMENDED BY THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, OR AS IS OTHERWISE PROVIDED BY THE STATUTES OR LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.

SECTION II. PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF OWNERS' ASSOCIATION.

THE OWNER/DEVELOPERS HAVE FORMED THE PARK AT ADAM'S CREEK PROPERTY OWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE "ASSOCIATION"), A NON-PROFIT ENTITY ESTABLISHED OR TO BE ESTABLISHED PURSUANT TO THE GENERAL CORPORATION ACT OF THE STATE OF OKLAHOMA, AND FORMED FOR THE GENERAL PURPOSE OF MAINTAINING RESERVE AREAS "A", "B", "C", "D", "E", "F" AND "G" AND OTHER COMMON AREAS WITHIN THE SUBDIVISION.

B. MEMBERSHIP.

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL AUTOMATICALLY BECOME A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT IN THE SUBDIVISION SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION AS OF THE DATE OF RECORDING OF THE DEED.

C. COVENANT FOR ASSESSMENTS.

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT IN THE SUBDIVISION, BY ACCEPTANCE OF A DEED THEREFOR, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION ANNUAL ASSESSMENTS AND SPECIAL ASSESSMENTS FOR THE MANAGEMENT, IMPROVEMENT, REPAIR, REPLACEMENT, CONSTRUCTION, RECONSTRUCTION AND MAINTENANCE OF THE RESERVE AREAS "A", "B", "C", "D", "E", "F" AND "G" AND OTHER COMMON AREAS IN THE SUBDIVISION AND FOR SUCH OTHER PURPOSES AS MAY BE SPECIFIED HEREIN OR AS THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL, FROM TIME TO TIME, DETERMINE. THE AMOUNT OF THE ANNUAL ASSESSMENT EACH YEAR SHALL BE DETERMINED BY MAJORITY VOTE OF THE BOARD OF DIRECTORS OF THE ASSOCIATION UNLESS OTHERWISE PROVIDED BY THE BYLAWS OF THE ASSOCIATION AS ESTABLISHED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION. EACH LOT IN THE SUBDIVISION SHALL BEAR ITS SHARE OF THESE ANNUAL ASSESSMENTS AND SPECIAL ASSESSMENTS AND SUCH SHARE, IF NOT PAID WITHIN 30 DAYS AFTER THE DUE DATE THEREFOR, TOGETHER WITH INTEREST, COSTS AND REASONABLE ATTORNEYS' FEES, SHALL BE A CONTINUING LIEN ON SUCH LOT AND THE PERSONAL OBLIGATION OF THE OWNER(S) AT THE TIME OF ANY SUCH ASSESSMENT. THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. FURTHER CONDITIONS, RESTRICTIONS AND COVENANTS.

IN ADDITION TO THE CONDITIONS, RESTRICTIONS AND COVENANTS SET FORTH IN THIS DEED OF DEDICATION, EVERY PERSON OR ENTITY WHO IS OR WHO BECOMES A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL ALSO BE SUBJECT TO THE TERMS, CONDITIONS, RESTRICTIONS AND COVENANTS CONTAINED IN THE "AMENDED AND RESTATED DECLARATION" DATED THE 5TH DAY OF DECEMBER, 2002, FILED ON THE 10TH DAY OF JANUARY, 2003, IN BOOK 6705, AT PAGE 1524, OF THE RECORDS OF THE TULSA COUNTY CLERK, AND UPON ACCEPTANCE OF A DEED FOR ANY LOT WITHIN THE SUBDIVISION, SUCH PERSON OR ENTITY IS DEEMED TO FURTHER COVENANT AND AGREE AS SET FORTH IN SAID "AMENDED AND RESTATED DECLARATION". TO THE EXTENT THAT THIS DEED OF DEDICATION IS IN CONFLICT WITH ANY PROVISION OF SAID "AMENDED AND RESTATED DECLARATION", OR ANY FURTHER AMENDMENT THERETO, THE PROVISIONS OF SAID "AMENDED AND RESTATED DECLARATION", AS MAY BE SUBSEQUENTLY AMENDED, SHALL CONTROL.

SECTION III. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT.

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

B. DURATION.

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT.

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

KAISER-FRANCIS OIL COMPANY,
A DELAWARE CORPORATION

BY: Steven R. Berlin
NAME: STEVEN R. BERLIN
TITLE: VICE PRESIDENT AND ~~CHIEF FINANCIAL OFFICER~~

CITIZENS SECURITY BANK & TRUST CO., SUCCESSOR CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF GEORGE L. BROWN AND WANDA M. BROWN DATED DECEMBER 8, 1983.

BY: _____
JAMES W. ALLISON, EXECUTIVE VICE PRESIDENT, CASHIER & C.F.O.

Wanda M. Brown
WANDA M. BROWN, CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF GEORGE L. BROWN AND WANDA M. BROWN DATED DECEMBER 8, 1983.

Barbara Brown Kimbrough
BARBARA A. BROWN KIMBROUGH, CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF BARBARA A. BROWN KIMBROUGH U/A DATED OCTOBER 29, 1997

J.D.K.
JAMES D. KIMBROUGH, CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF BARBARA A. BROWN KIMBROUGH U/A DATED OCTOBER 29, 1997

J.D.K.
JAMES DOUGLAS KIMBROUGH

Carla S. Kimbrough
CARLA S. KIMBROUGH

SALLY KIMBROUGH WILTON

THOMAS WILTON

Kelley Kimbrough Rash
KELLEY KIMBROUGH RASH

Georgeanna Brown Thomas
GEORGEANNA BROWN THOMAS

Roger Thomas
ROGER THOMAS

LOWE'S HOME CENTERS, INC.,
A NORTH CAROLINA CORPORATION

BY: David E. Shelton
NAME: _____
TITLE: _____

JTB

ACKNOWLEDGMENTS

STATE OF Oklahoma)
) SS.
COUNTY OF Tulsa)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 31, 2002, BY Steven R. Berlin AS Vice President OF KAISER-FRANCIS OIL COMPANY, A DELAWARE CORPORATION.

Barbara K. Hamblin
NOTARY PUBLIC

MY COMMISSION EXPIRES:
May 4, 2005
COMMISSION NO. 01007556

STATE OF Oklahoma)
) SS.
COUNTY OF Tulsa)

Notary Public Oklahoma
OFFICIAL SEAL
SANDRA K. TIMBLE
Tulsa County
Commission Expires 5/4/2005

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 19, 2002, BY JAMES W. ALLISON, AS EXECUTIVE VICE PRESIDENT, CASHIER AND C.F.O. OF CITIZENS SECURITY BANK & TRUST CO., AS SUCCESSOR CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF GEORGE L. BROWN AND WANDA M. BROWN DATED DECEMBER 8, 1983.

Gina Parker
NOTARY PUBLIC

MY COMMISSION EXPIRES:
10-3-2005
COMMISSION NO. 01014938

STATE OF Oklahoma)
) SS.
COUNTY OF Tulsa)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 19, 2002, BY WANDA M. BROWN AS CO-TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF GEORGE L. BROWN AND WANDA M. BROWN DATED DECEMBER 8, 1983.

Gina Parker
NOTARY PUBLIC

MY COMMISSION EXPIRES:
10-3-2005
COMMISSION NO. 01014938

STATE OF Oklahoma)
) SS.
COUNTY OF Tulsa)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 19, 2002, BY BARBARA A. BROWN KIMBROUGH AND JAMES D. KIMBROUGH AS CO-TRUSTEES OF THE REVOCABLE INTER VIVOS TRUST OF BARBARA A. BROWN KIMBROUGH U/A DATED OCTOBER 29, 1997.

Gina Parker
NOTARY PUBLIC

MY COMMISSION EXPIRES:
10-3-2005
COMMISSION NO. 01014938

STATE OF Oklahoma)
) SS.
COUNTY OF Tulsa)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 19, 2002, BY JAMES DOUGLAS KIMBROUGH, SPOUSE OF CARLA S. KIMBROUGH.

Gina Parker
NOTARY PUBLIC

MY COMMISSION EXPIRES:
10-3-2005
COMMISSION NO. 01014938

STATE OF Oklahoma)
) SS.
COUNTY OF Tulsa)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON January 13, 2002, BY CARLA S. KIMBROUGH, SPOUSE OF JAMES DOUGLAS KIMBROUGH.

Notary Public Oklahoma
OFFICIAL SEAL
GLORIA J. MITCHELL
Tulsa County
MY COMMISSION EXPIRES 5/13/2006

Gloria J. Mitchell
NOTARY PUBLIC

COMMISSION NO. 02008339

STATE OF Oklahoma)
) SS.
COUNTY OF Tulsa)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON January 6th, 2002, BY SALLY KIMBROUGH WILTON AND THOMAS WILTON, HUSBAND AND WIFE.

Notary Public Oklahoma
OFFICIAL SEAL
GLORIA J. MITCHELL
Tulsa County
MY COMMISSION EXPIRES 5/13/2006

Gloria J. Mitchell
NOTARY PUBLIC

COMMISSION NO. 02008339

STATE OF Oklahoma)
) SS.
COUNTY OF Tulsa)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 19, 2002, BY KELLEY KIMBROUGH RASH, A SINGLE PERSON.

Gina Parker
NOTARY PUBLIC

MY COMMISSION EXPIRES:
10-3-2005
COMMISSION NO.: 01014938

STATE OF Oklahoma)
) SS.
COUNTY OF Tulsa)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 19, 2002, BY GEORGEANNA BROWN THOMAS AND ROGER THOMAS, WIFE AND HUSBAND.

Gina Parker
NOTARY PUBLIC

MY COMMISSION EXPIRES:
10-3-2005
COMMISSION NO.: 01014938

STATE OF North Carolina)
) SS.
COUNTY OF Wilkes)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON December 30th, 2002, BY David E. Shelton, AS Senior Vice President OF LOWE'S HOME CENTERS, INC., A NORTH CAROLINA CORPORATION.

Bonita Jennings
NOTARY PUBLIC

MY COMMISSION EXPIRES:
October 10, 2006
COMMISSION NO. N/A

OFFICIAL SEAL
BONITA JENNINGS
NOTARY PUBLIC-NORTH CAROLINA
COUNTY OF WILKES
My Commission Expires 10/10/06

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, I THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED AVOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "THE PARK AT ADAM'S CREEK - PHASE 1", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS 6TH DAY OF JAN, 20 03

BY: _____
DAN E. TANNER
REGISTERED LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME THIS 10TH DAY OF JANUARY, 2003, BY DAN E. TANNER

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE.

5/13/06
MY COMMISSION EXPIRES:

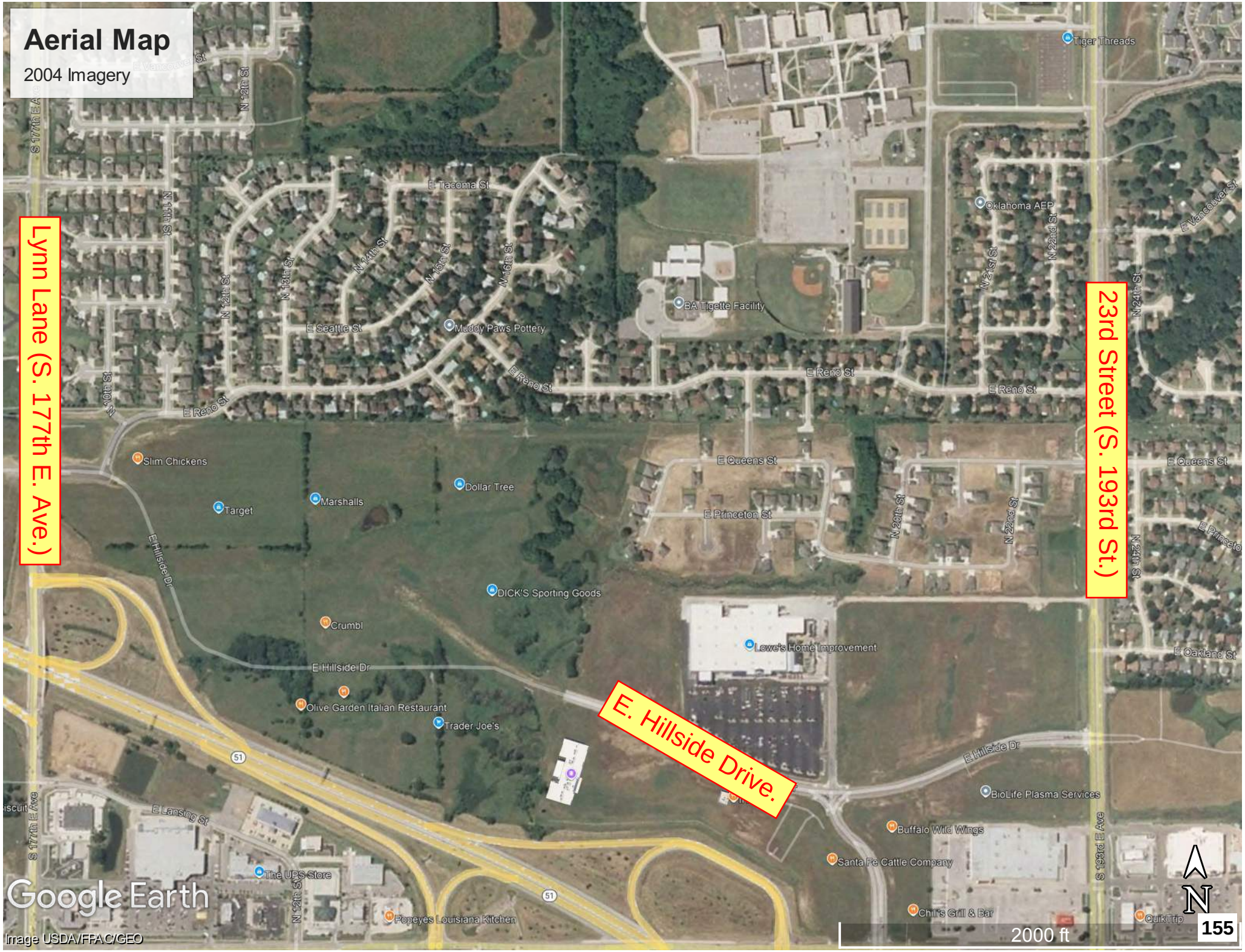
Carolyn B. Nelson
NOTARY PUBLIC

COMMISSION NO. 02008339

Amended Plat of
The Park at Adam's Creek - Phase I
SHEET 4 OF 4

CASE NO. (PT02-124) DEVELOPMENT NO. (02-198)

P:\2002\220501\220501PP-AMEND2.DWG, MODEL, 12/9/2002 11:32:08 AM, CEVERTZ, \\100, TANNER CONSULTING, LLC (OK CA No. 2661 Exp. 6/30/03, TX Reg# F-00439)


Aerial Map
2004 Imagery
Lynn Lane (S. 177th E. Ave.)
23rd Street (S. 193rd St.)
E. Hillside Drive.
E Tacoma St
E Seattle St
E Reno St
E Queens St
E Princeton St
E Hillside Dr
E Lansing St
E Oakland St
N 12th St
N 13th St
N 14th St
N 15th St
N 16th St
N 20th St
N 22nd St
N 24th St
S 177th E Ave
S 193rd E Ave
Tiger Threads
Oklahoma AEP
BA Tigette Facility
Muddy Paws Pottery
Slim Chickens
Target
Marshalls
Dollar Tree
DICK'S Sporting Goods
Crumbl
Lowe's Home Improvement
Olive Garden Italian Restaurant
Trader Joe's
BioLife Plasma Services
Buffalo Wild Wings
Santa Fe Cattle Company
Chili's Grill & Bar
Quiktrip
The UPS Store
Popeyes Louisiana Kitchen
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Google Earth
Image USDA/FFAC/GEO
2000 ft
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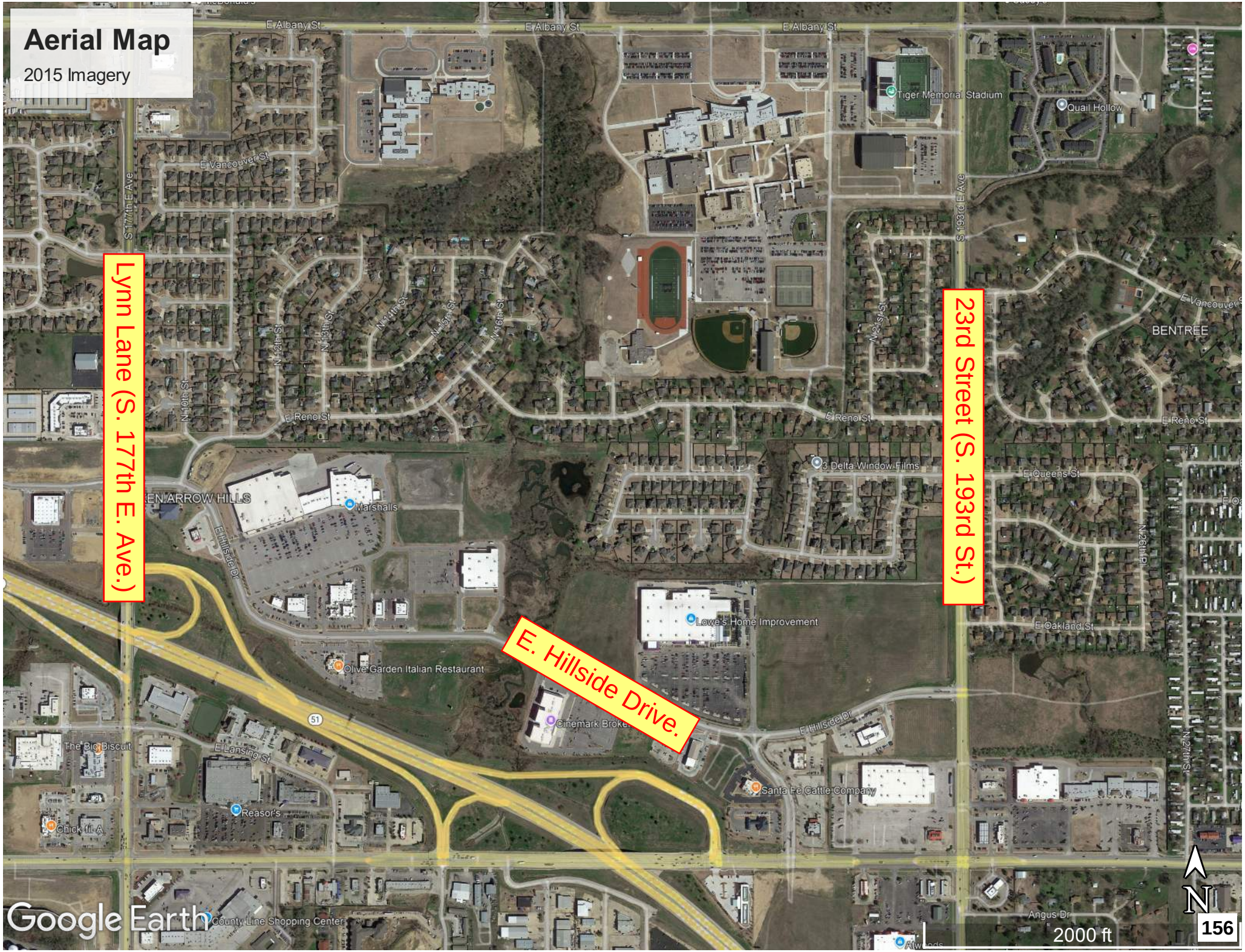
Aerial Map
2015 Imagery
Lynn Lane (S. 177th E. Ave.)
23rd Street (S. 193rd St.)
E. Hillside Drive.
E Albany St
E Vancouver St
E Reno St
E Hillside Dr
E Lansing St
E Queens St
E Oakland St
Tiger Memorial Stadium
Quail Hollow
BENTREE
Marshalls
Lowe's Home Improvement
Olive Garden Italian Restaurant
Santa Fe Cattle Company
Reasor's
Chick-fil-A
The Big Biscuit
County Line Shopping Center
Google Earth
2000 ft
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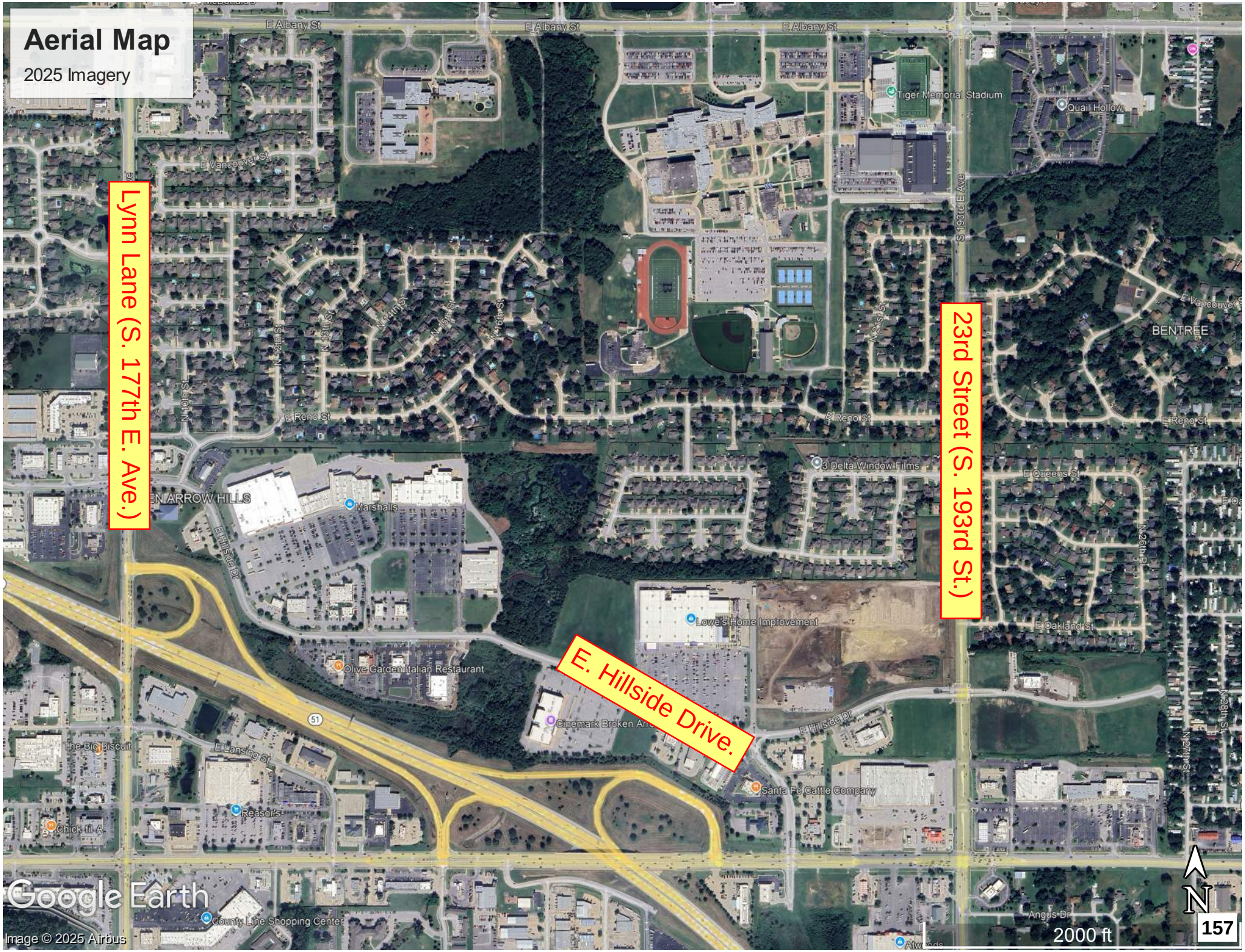
Aerial Map
2025 Imagery
Lynn Lane (S. 177th E. Ave.)
23rd Street (S. 193rd St.)
E. Hillside Drive.
E Albany St
E Albany St
E Albany St
Tiger Memorial Stadium
Quail Hollow
E Vancouver St
S 193rd E Ave
BENTREE
E Reno St
E Reno St
E Reno St
3 Delta Window Films
E Queens St
N ARROW HILLS
Marshalls
E Hillside Dr
Love's Home Improvement
E Oakland St
Olive Garden Italian Restaurant
Cinemark Broken Arr
E Hillside Dr
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the Big Biscuit
E Lansing St
Santa Fe Cattle Company
Reasor's
Chick-fil-A
Google Earth
County Line Shopping Center
Angus Dr
Image © 2025 Airbus
2000 ft
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City of Broken Arrow

Request for Action

File #: 26-363, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Acceptance of the Drainage Advisory Committee's recommendation to approve the reallocation of 2018 General Obligation Bond funds from design to construction funds for drainage improvements in the South Fork Estates subdivision

Background:
The proposed project is around 6304 S. 5th Ave. in the Southfork Estates subdivision in Broken Arrow.

The Southfork Estates subdivision was platted in 1992. Approximately 5 acres of offsite flow drains from the neighboring property without any drainage system in place to pick up the offsite flow. The flow currently is concentrated sheet flow and makes its way to the existing storm inlets in the cul-de-sac through the yard at 6304 S. 5th Ave. The Southfork Estates subdivision was designed and constructed prior to Broken Arrow establishing stormwater criteria in 1994.

A new development to the west, Spring Creek Crossing, is currently in the earth change stage of development. The development has reduced the overall drainage area to the property to approximately 2 acres. The offsite flow still drains through the Southfork Estates subdivision. While the property to the west is being developed, this is an opportunity to address the pre-existing drainage problem.

This drainage concern was taken to the Drainage Advisory Committee on April 23rd, 2025 for expenditure of design funds (Case No. 25-010) and approved at the July 14th, 2025 City Council meeting.

The original request was $25,000.00 for design improvements. Since that time, the developer and engineer have paid for the design of the improvements. Staff is requesting the reallocation of $25,000.00 of the 2018 GO Bond, Proposition 6 funds from design to construction funds. All parties are still in negotiations about proceeding with the project.

This area flows to Broken Arrow Creek.

Cost: $25,000.00

Funding Source: 2018 GO Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:
Accept the Drainage Advisory Committee's recommendation to approve the reallocation of 2018 General Obligation Bond funds from design to construction funds for drainage improvements in the South Fork Estates

subdivision

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	February 18, 2026
NAME	City of Broken Arrow on behalf of property owner
ADDRESS / LOCATION	6304 S. 5th Ave.
WATERSHED	Broken Arrow Creek
ESTIMATE	$25,000.00
CASE NO.	26-004

DESCRIPTION

The proposed project is around 6304 S. 5th Ave. in the Southfork Estates subdivision in Broken Arrow.

The Southfork Estates subdivision was platted in 1992. Approximately 5 acres of offsite flow drains from the neighboring property without any drainage system in place to pick up the offsite flow. The flow currently is concentrated sheet flow and makes its way to the existing storm inlets in the cul-de-sac through the yard at 6304 S. 5th Ave. The Southfork Estates subdivision was designed and constructed prior to Broken Arrow establishing stormwater criteria in 1994.

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The original request was $25,000.00 for design improvements. Since that time, the developer and engineer have paid for the design of the improvements. Staff is requesting the reallocation of $25,000.00 of the 2018 GO Bond, Proposition 6 funds from design costs to provide drainage improvements

Case No. 26-004

BENEFIT

The potential benefit would be to address a pre-existing drainage concern from prior to the 1994 ordinance.

RECOMMENDATION

Staff recommend approval to reallocate $25,000.00 from design funds to construction funds for drainage improvements.

COMPLETED BY: Sarah Walters **DATE: 02/18/2026**

City of Broken Arrow

Drainage Advisory Committee

APPLICATION

DATE:	4-25-2025
OWNER NAME:	City of Broken Arrow on behalf of property owner
PHONE NUMBER:	
EMAIL ADDRESS:	
OWNER MAILING ADDRESS:	6304 S. 5th Ave.
ADDRESS OF PROPERTY WITH DRAINAGE PROBLEM:	6304 S. 5th Ave.
LOCATION OF DRAINAGE ISSUE ON PROPERTY:	Backyard of 6304 S. 5th Ave.

DESCRIPTION OF PROBLEM: (*PHOTOS SHOULD ACCOMPANY APPLICATION)

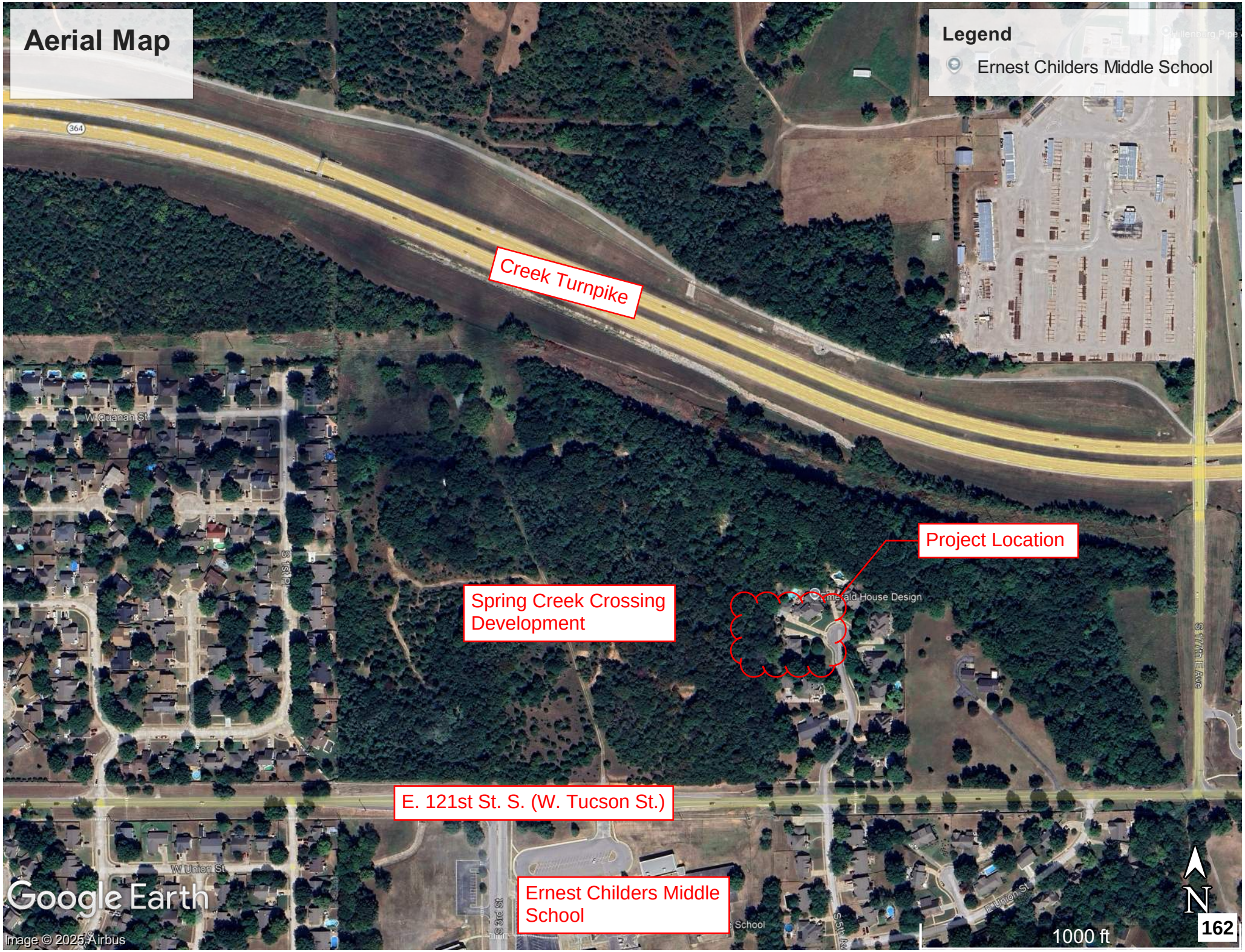
Offsite flow from neighboring property was not accounted for when the Southfork Estates Subdivision was developed in 1992. This subdivision was designed and constructed prior to Broken Arrow establishing stormwater criteria in 1994.

The property to the west is being developed. The drainage area draining onto 6304 S. 5th Ave. is reduced from approximately 5 acres to 2 acres. The offsite flow still drains through the property before getting into a designated storm sewer system.

This drainage concern was brought to City Council on April 15th, 2025. Staff went out on Monday, April 21st, 2025 to take a look at the area of concern.

Signature: Sarah Walters, P.E., CFM – City of Broken Arrow

RETURN TO STORMWATER DIVISION MANAGER'S OFFICE, PO BOX 610 Broken Arrow, OK 74013


Aerial Map
Legend
Ernest Childers Middle School
Creek Turnpike
Project Location
Spring Creek Crossing Development
E. 121st St. S. (W. Tucson St.)
Ernest Childers Middle School
W Quanah St
W Union St
S 15th E Ave
S 177th E Ave
S 3rd St
E Union St
S 5th Ave
364
Google Earth
Image © 2025 Airbus
1000 ft
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162

Stormwater Utility Map

4/25/2025 12:53 PM

Parcels
Sections (PLSS)
FEMA Water Lines
Address Points
Contours_1ft_Bridge
Detention Pond

Culvert
Unknown
Pipe Culvert
Pipe Arch Culvert
Box Culvert
Arch Culvert
Bridge Culvert

Linear Drain
Unknown
Trench Drain
Slotted Drain

Open Channel
Unknown

Aquaduct Channel
Spillway Channel
Natural Channel
Ditch Channel
Roadside Gutter

Pipe
Unknown
Gravity
Force Main
Perforated

BMP Inlet
Unknown
Apron Inlet
Pipe Inlet
Channel Inlet

BMP Point
Unknown
Detention
Dry Basin
Treatment
Wet Basin
Bed Filter

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

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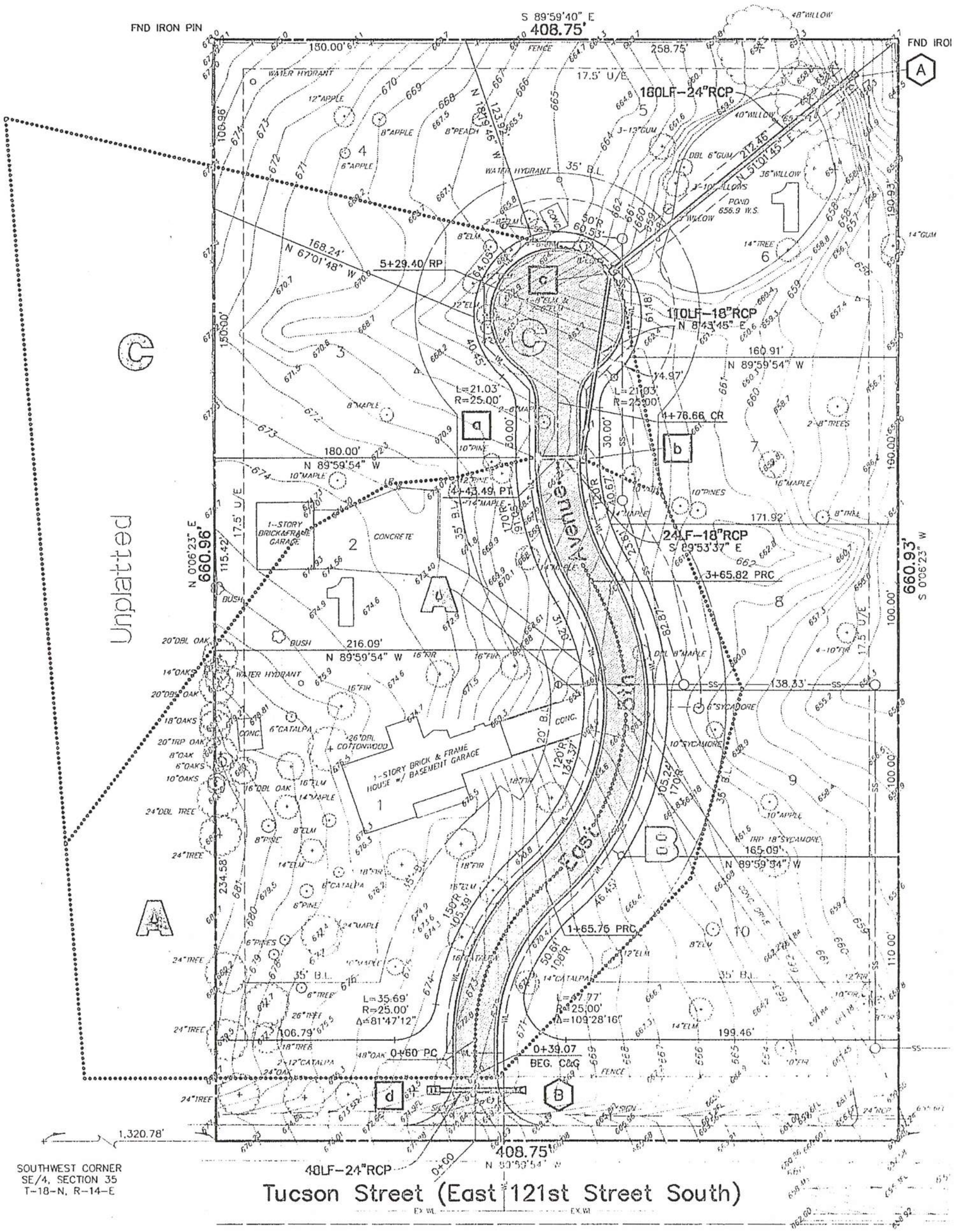
Copyright nearmap 2015, City of Tulsa, US Census Bureau, INCOG, & unknown, Esri Community Maps Contributors, City of Tulsa, Texas Parks & Wildlife, © OpenStreetMap,


FND IRON PIN
S 89°59'40" E
408.75'
FND IRON
150.00'
258.75'
FENCE
17.5' U/E
WATER HYDRANT
160LF-24"RCP
12"APPLE
8"APPLE
8"PEACH
8"APPLE
6"APPLE
35' B.L.
3-12"GUM
DBL 6"GUM
212.46'
N 5°01'45" E
40"WILLOW
36"WILLOW
3-10"ELMS
POND
656.9 W.S.
WILLOW
50'R
60.53'
14"TREE
14"GUM
168.24'
N 67°01'48" W
5+29.40 RP
8"ELM
12"ELM
110LF-18"RCP
N 8°43'45" E
160.91'
N 89°59'54" W
14.97'
L=21.03'
R=25.00'
1+76.66 CR
2-8"TREES
8"MAPLE
10"PINE
10"PINES
16"MAPLE
180.00'
N 89°59'54" W
4+43.49 PT
14"MAPLE
1-STORY BRICK & FRAME GARAGE
CONCRETE
24LF-18"RCP
S 89°53'37" E
171.92'
3+65.82 PRC
660.96'
N 0°06'23" E
660.93'
S 0°06'23" W
115.42'
BUSH
20"DBL OAK
216.09'
N 89°59'54" W
16"FIR
14"OAK
WATER HYDRANT
18"OAKS
6"CATALPA
26"DBL COTTONWOOD
1-STORY BRICK & FRAME HOUSE w/ BASEMENT GARAGE
138.33'
6"SYCAMORE
10"SYCAMORE
IRR 18"SYCAMORE
165.09'
N 89°59'54" W
1+65.75 PRC
234.58'
24"DBL TREE
24"TREE
8"ELM
8"PINE
14"ELM
18"FIR
6"PINES
L=35.69'
R=25.00'
Δ=81°47'12"
L=47.77'
R=25.00'
Δ=109°28'16"
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199.46'
0+60 PC
0+39.07
BEG. C&G
1,320.78'
SOUTHWEST CORNER
SE/4, SECTION 35
T-18-N, R-14-E
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Tucson Street (East 121st Street South)
Unplatted
Avenue
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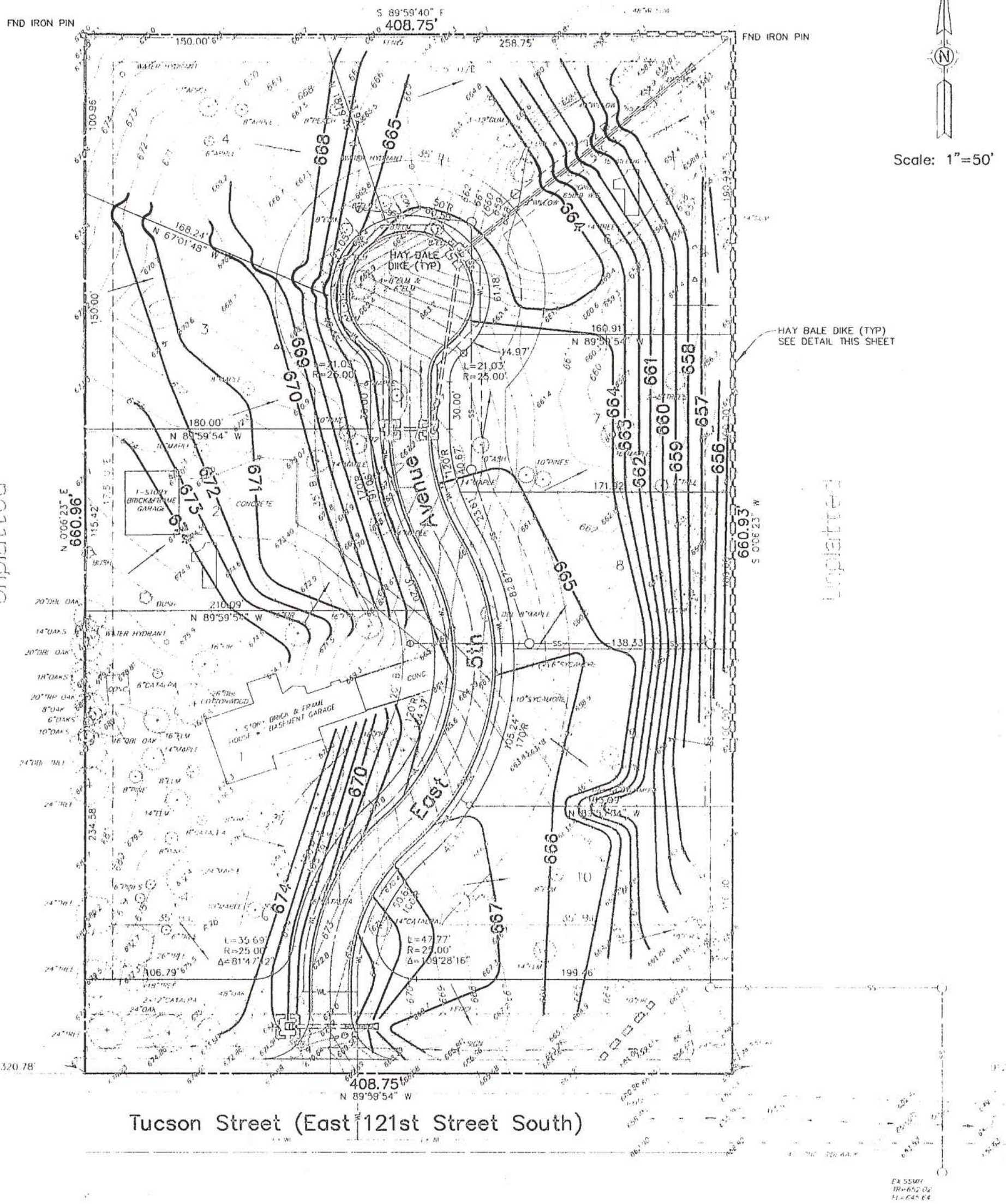
FND IRON PIN
S 89°59'40" E
408.75'
FND IRON PIN
150.00'
258.75'
100.96'
HAY BALE DIKE (TYP)
SEE DETAIL THIS SHEET
N 67°01'48" W
168.24'
150.00'
L=21.05'
R=25.00'
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East 5th Avenue
L=35.69'
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Δ=109°28'16"
199.26'
234.58'
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408.75'
N 89°59'54" W
SOUTHWEST CORNER
SE/4, SECTION 35
T-18-N, R-14-E
Tucson Street (East 121st Street South)
1-STORY BRICK&FRAME GARAGE
1-STORY BRICK & FRAME HOUSE & BASEMENT GARAGE
WATER HYDRANT
CONCRETE
CONC.
HAY BALE DIKE (TYP)
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City of Broken Arrow

Request for Action

File #: 26-364, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Acceptance of the Drainage Advisory Committee's recommendation to reject the expenditure of 2018 General Obligation Bond funds for drainage improvements in the Westwind Subdivision

Background:
A citizen is experiencing stormwater runoff and ponding in their yard in the Westwind Subdivision at 1304 E. Tacoma St. The applicant states that the City has expended funds on the property in the past by installing area drains on the applicant's property and the property adjacent to the applicant in an effort to improve the runoff coming into the applicant's backyard. The exact year of installation is unknown as staff has been unable to find records of when the private storm system was installed.

There is a platted 10 ft. drainage easement along the north side of the property.

Staff estimates a cost of $10,000.00 to install additional inlets to mitigate the flow affecting 1304 E. Tacoma St. There does not appear to be a public benefit for this project and therefore, staff recommends rejecting the applicant's request for expending funds for additional storm inlets.

This is in the Adams Creek Watershed.

Cost: $0.00

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 reject the expenditure of 2018 General Obligation Bond funds for drainage improvements in the Westwind Subdivision

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	January 7, 2026
NAME	Barbara and David Olsen
ADDRESS / LOCATION	1304 E. Tacoma St.
WATERSHED	Adams Creek
ESTIMATE	$0.00
CASE NO.	26-001

DESCRIPTION

The applicant lives in the Westwind Subdivision located east of 9th Street and south of E. Albany St. The Westwind subdivision was platted in May of 1982, prior to any City stormwater criteria and the 4-lot drainage rule that City currently has in our criteria manual.

The applicant states they built their house in 1992 and the property to the north of them was an open field at the time. In February of 2000, that property was platted as Charleston I and a Reserve with a detention pond was built north of the applicant's property. The applicant states that is when the flooding started on her property.

In 2006, the Reserve was replatted as Charleston II, the pond was removed, and houses were built where the pond used to be. City staff believes the detention pond was allowed to be redeveloped due to the Regional Detention Ponds north of Broken Arrow High School. Charleston II lot drainage is split. The north half drains away from the applicant to the street. The back half of the property drains toward the applicants lot line where an Overland Drainage Easement is present.

The City has previously spent funds on this applicant's property and the property to the north west of them by adding several surface drains to address the ponding water in the applicant's yard. These are considered a private storm system and is the responsibility of the homeowner to maintain and remove any obstructions.

The applicant also states they receive water from the cul-de-sac to the west of their house and water runs into their backyard. The existing topography of the cul-de-sac shows that the cul-de-sac drains south down N. 12th St. It appears the runoff is coming from the neighbor to the northwest of the applicant. The pictures provided are from the Spring rains of 2025, the City's wettest year on record.

The city estimates a cost of $10,000 for additional inlets in the applicant's yard, however, there does not appear to be a public benefit for this project.

BENEFIT
No public benefit was identified for this application.
RECOMMENDATION
Staff recommends denial of this application for expenditure of 2018 GO Prop 6 funds.
COMPLETED BY: Sarah Walters **DATE: 01/09/2026**

Walters, Sarah

From: Wilson, Patrick
Sent: Thursday, July 24, 2025 4:30 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, July 14, 2025 8:28 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 #:	4187206
IP Address:	98.179.231.73
Submission Date:	07/14/2025 8:28
Survey Time:	31 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

David and Barbara Olsen

Phone

(918) 960-1274

Email

Owner Mailing Address

1304 E Tacoma St
Broken Arrow, OK 74012

Address of Property with Drainage Problem

1304 E Tacoma St
Broken Arrow, OK

Location of Drainage Issue on Property

Along back north fence and yard and west side fence and west side yard

Description of Problem

We built this house in 1992. There was open field behind us. Approximately 13 years later, a retention pond was built in back of our property and the rim of the retention pond was about 3-4 feet higher than our property. That's when the flooding started in our backyard. We made many complaints to the city. Several years later the retention pond was filled in and houses were built on top and a neighborhood was developed. Several years ago, the city put in a few surface drains that lead to the creek after many neighbors complained. The drains have domes on top that catch all the dried grass, debris, leaves and dirt and cover the dome and clog it constantly. Our backyard also receives water from the cul-de-sac to the west of our house and water runs straight into our backyard. We have an overwhelming amount of water in our yard. Since this water issue began with the city approving that retention pond we don't feel it's should be our expense to fix this drainage issue.

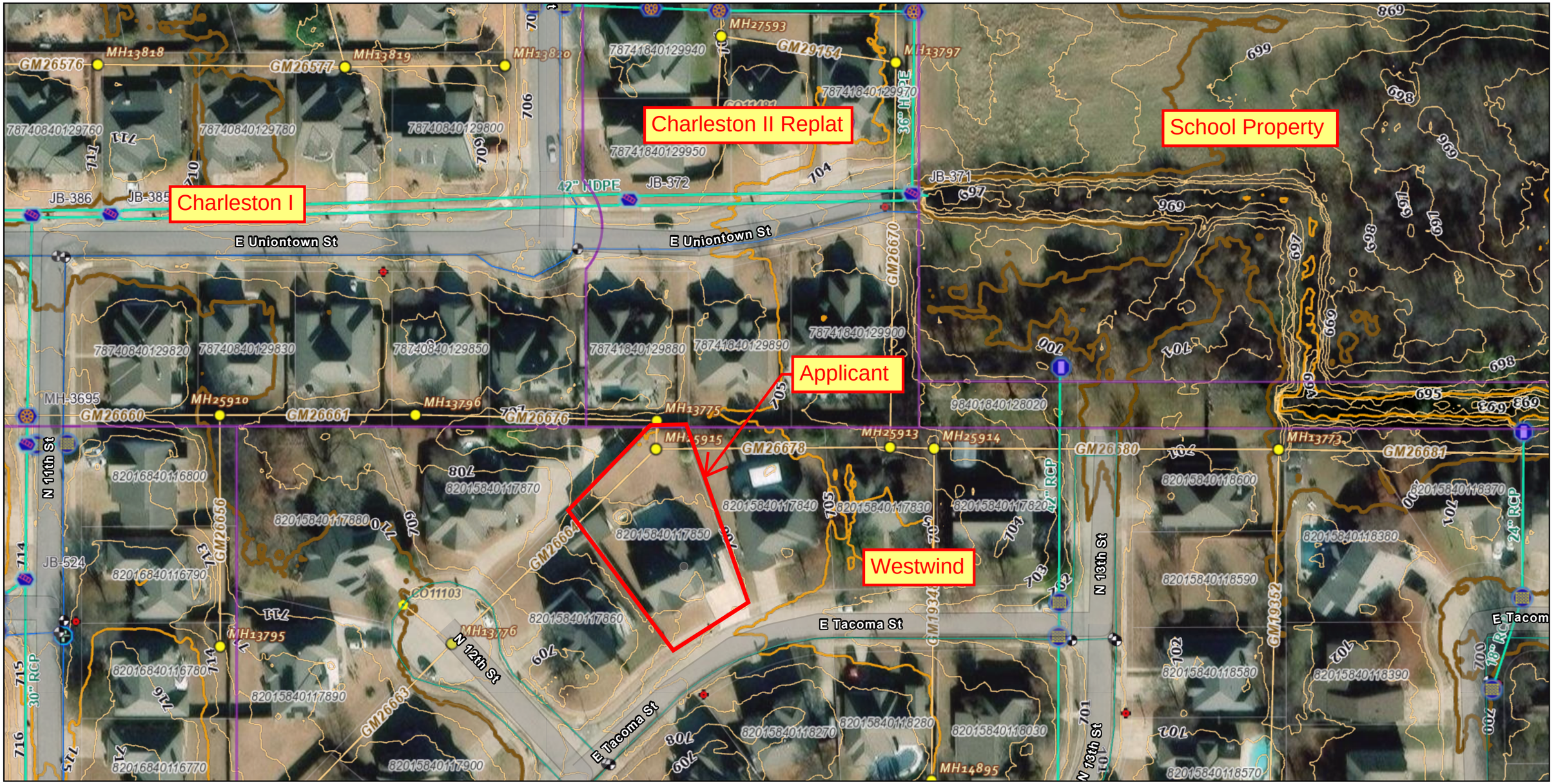
Please attach photos depicting the Drainage Issue

IMG_9327.png
Thank you,
City of Broken Arrow

This is an automated message generated by Granicus. Please do not reply directly to this email.

Aerial Map
E. Albany Street (E. 61st St.)
Broken Arrow High School
Applicant's Property
Adams Creek
Lynn Lane (N. 9th Street)
E Albany St
CVS
Inspire Dental
Good Shepherd Veterinary Hospital
Arvest Bank
Creekwood Early Childhood Center
1304 E Tacoma St
E Tacoma St
Daughtry's Custom Woodworking and
N 11th St
N 12th St
N 13th St
N 14th St
N 15th St
N 16th St
E Seattle St
Muddy Paws Pottery
BA Tigette Facilit
E Reno St
N 10th St
Elephant in The Room of Broken
Slim Chickens
Google Earth
Image © 2025 Airbus
1000 ft
N
171

Stormwater Utility Map



1/9/2026 2:31 PM

BA_Contours_2017

Type
- 1 FT
- 5 FT
- 10 FT
- Creeks
- City Owned Detention Ponds
- Private Detention Ponds
- Fenceline
- City Limits

- Streams
- SubDivisions
- Parcels (INCOG)

Culvert
- Unknown
- Pipe Culvert
- Pipe Arch Culvert
- Box Culvert
- Arch Culvert
- Bridge Culvert

Linear Drain
- Unknown
- Trench Drain
- Slotted Drain

Open Channel
- Unknown
- Aquaduct Channel
- Spillway Channel
- Natural Channel

- Ditch Channel
- Roadside Gutter

Pipe
- Unknown
- Gravity
- Force Main
- Perforated

BMP Inlet
- Unknown
- Apron
- 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

Microsoft, Vantor, Esri Community Maps Contributors, City of Tulsa, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

WESTWIND

4212

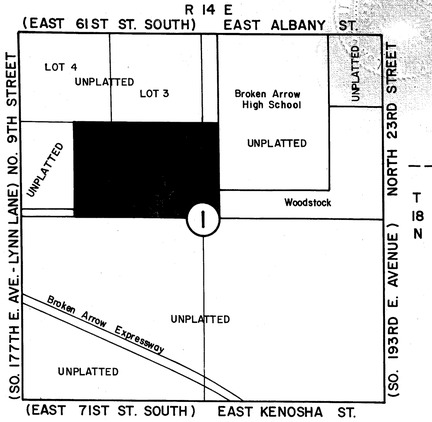
92500 Plat 4212

51140

WESTWIND

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA
A SUBDIVISION OF A PART OF THE N1/2 OF SECTION 1, T-18-N, R-14-E

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
1982 MAY 14 PM 2 28
ANITA MCGRITT
COUNTY CLERK



LOT 4 LOT 3 LOT 2

1320.81' 246.61'

528.00' N 89°55'02"W 1567.42' N 89°55'02"W

SE Corner of Lot 3

0.38 ac

OVERLAND DRAINAGE EASEMENT

E. TACOMA STREET

NO. 12TH ST.

NO. 13TH STREET

NO. 14TH STREET

NO. 15TH STREET

NO. 16TH STREET

E. TACOMA CT.

E. SEATTLE CT.

NO. 17TH ST.

EAST SEATTLE STREET

EAST RENO STREET

NO. 12TH STREET

NO. 13TH STREET

NO. 15TH ST.

WOODSTOCK

UNPLATTED

UNPLATTED

UNPLATTED

Lot 30

Lot 29

Lot 6

1320.25' S 00°00'49"W

1320.66' N 00°00'19"W

792.93' N 89°54'21"W

792.94' S 89°54'21"E

8095.82' S 89°54'21"E

60' Ingress and Egress Esmt. by Separate Instrument

SW Corner of the SW¼ of the NW¼ of Sec. 1

SE Corner of the SE¼ of the NW¼ of Sec. 1

N 89°54'21"W 2639.00'

246.88'

N.P.O.B.

OWNER:

TIMBERCREST VENTURE 80-1

DEVELOPER:

THE TIMBERCREST COMPANIES, INC.
5550 SOUTH LEWIS AVENUE
TULSA, OKLAHOMA 74105
1-918-749-7905

ENGINEERS:

ENGINEERING CONSULTANTS, INC.
5550 SOUTH LEWIS AVENUE
TULSA, OKLAHOMA 74105
1-918-749-7968

N
W E
S

0 50 100 200
SCALE: 1"=100'

R/W
Section Line
(E. 61 ST. S.)
E. ALBANY ST.
N. 9TH ST.
E. 177TH E. AVE.

ADDITION:
63.471 ACRES GROSS
190 RESIDENTIAL LOTS

APPROVED 3-15-82 by the City Council of the City of Broken Arrow, Oklahoma

Mayor Tige Lead Jr.

Attest: City Clerk Amy Spurlock

CERTIFICATE

As provided in Title 11, Chapter 13, Section 3-5 of the Oklahoma Statutes, I hereby certify that no ad valorem taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 3-5, has been provided in the amount of $ 404.45 per treas receipts no. 2398 to be applied in 19 82 taxes not as yet certified to me.

This certification is NOT to be construed as payment of 19 82 taxes in full but is given in order that this plat may be filed of record.

19 82 taxes could exceed the amount of the security posted.

TULSA COUNTY CLERK - JOAN HASTINGS RECPT#423667 02/23/00 14:22:17
DOC # 00017527 PGS 1 B/P 6329/2192-2192 FEE 25.00

CHARLESTON

A SUBDIVISION TO THE CITY OF BROKEN ARROW, SITUATED IN LOT 4 OF SECTION 1, T-18-N, R-14-E, TULSA COUNTY, OKLAHOMA.

1-5420

APPROVED 5-17-99 by the City Council of the City of Broken Arrow, Oklahoma.
Mayor Joanna S. Reynolds
Attest: City Clerk Brenda Ray

OWNER:
CHARLES SANDERS HOMES, INC.
1100 E. RENO
BROKEN ARROW, OK. 74012
918-455-1111

ENGINEER:
JOE E. DONELSON
17440 SO. 89th E. AVE.
BIXBY, OKLAHOMA 74008
918-366-3413

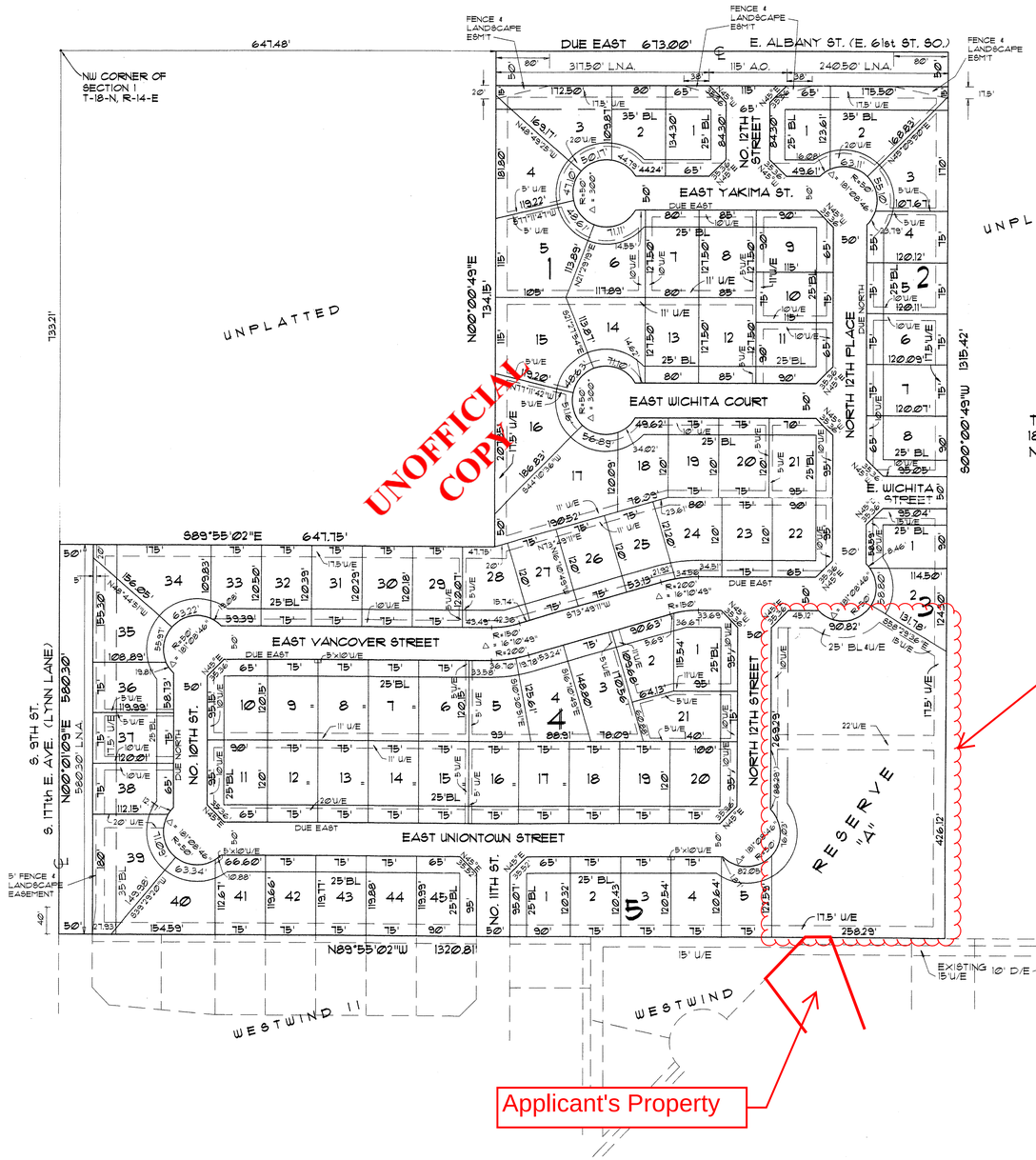
ADDRESSES

LOT	BLOCK	ADDRESS	LOT	BLOCK	ADDRESS
1	1	2300 NO. 12th ST.	1	2	2301 NO. 12th ST.
1	1	1212 E. YAKIMA ST.	1	2	1300 E. YAKIMA ST.
2	1	1208 E. YAKIMA ST.	2	2	1304 E. YAKIMA ST.
3	1	1204 E. YAKIMA ST.	3	2	2221 NO. 12th PL.
4	1	1200 E. YAKIMA ST.	4	2	2217 NO. 12th PL.
5	1	1201 E. YAKIMA ST.	5	2	2213 NO. 12th PL.
6	1	1205 E. YAKIMA ST.	6	2	2209 NO. 12th PL.
7	1	1209 E. YAKIMA ST.	7	2	2205 NO. 12th PL.
8	1	1213 E. YAKIMA ST.	8	2	2201 NO. 12th PL.
9	1	1217 E. YAKIMA ST.	8	2	1300 E. WICHITA ST.
9	1	2214 NO. 12th PL.	1	3	1301 E. WICHITA ST.
10	1	2212 NO. 12th PL.	1	3	2105 NO. 12th PL.
11	1	2208 NO. 12th PL.	2	3	2101 NO. 12th PL.
11	1	1216 E. WICHITA CT.	1	4	2008 NO. 12th ST.
12	1	1212 E. WICHITA CT.	1	4	1213 E. VANCOVER ST.
13	1	1208 E. WICHITA CT.	2	4	1209 E. VANCOVER ST.
14	1	1204 E. WICHITA CT.	3	4	1205 E. VANCOVER ST.
15	1	1200 E. WICHITA CT.	4	4	1201 E. VANCOVER ST.
16	1	1201 E. WICHITA CT.	5	4	1109 E. VANCOVER ST.
17	1	1205 E. WICHITA CT.	6	4	1105 E. VANCOVER ST.
18	1	1209 E. WICHITA CT.	7	4	1101 E. VANCOVER ST.
19	1	1213 E. WICHITA CT.	8	4	1009 E. VANCOVER ST.
20	1	1217 E. WICHITA CT.	9	4	1005 E. VANCOVER ST.
21	1	1221 E. WICHITA CT.	10	4	2009 N. 10th ST.
21	1	2104 NO. 12TH PL.	11	4	2005 N. 10th ST.
22	1	2100 NO. 12TH PL.	11	4	1004 E. UNIONTOWN ST.
22	1	1220 E. VANCOVER ST.	12	4	1008 E. UNIONTOWN ST.
23	1	1216 E. VANCOVER ST.	13	4	1100 E. UNIONTOWN ST.
24	1	1212 E. VANCOVER ST.	14	4	1104 E. UNIONTOWN ST.
25	1	1208 E. VANCOVER ST.	15	4	1108 E. UNIONTOWN ST.
26	1	1204 E. VANCOVER ST.	16	4	1112 E. UNIONTOWN ST.
27	1	1200 E. VANCOVER ST.	17	4	1200 E. UNIONTOWN ST.
28	1	1108 E. VANCOVER ST.	18	4	1204 E. UNIONTOWN ST.
29	1	1104 E. VANCOVER ST.	19	4	1208 E. UNIONTOWN ST.
30	1	1100 E. VANCOVER ST.	20	4	1212 E. UNIONTOWN ST.
31	1	1012 E. VANCOVER ST.	20	4	2000 N. 12th ST.
32	1	1008 E. VANCOVER ST.	21	4	2004 N. 12th ST.
33	1	1004 E. VANCOVER ST.	1	5	1909 N. 11th ST.
34	1	1000 E. VANCOVER ST.	1	5	1201 E. UNIONTOWN ST.
35	1	2016 NO. 10th ST.	2	5	1205 E. UNIONTOWN ST.
36	1	2012 NO. 10th ST.	3	5	1209 E. UNIONTOWN ST.
37	1	2008 NO. 10th ST.	4	5	1213 E. UNIONTOWN ST.
38	1	2004 NO. 10th ST.	5	5	1217 E. UNIONTOWN ST.
39	1	2000 NO. 10th ST.	RESERVE	"A"	1221 E. VANCOVER ST.
40	1	1001 E. UNIONTOWN ST.	RESERVE	"A"	2005 N. 12th ST.
41	1	1005 E. UNIONTOWN ST.	RESERVE	"A"	2001 N. 12th ST.
42	1	1009 E. UNIONTOWN ST.			
43	1	1101 E. UNIONTOWN ST.			
44	1	1105 E. UNIONTOWN ST.			
45	1	1109 E. UNIONTOWN ST.			
45	1	1908 NO. 11th ST.			

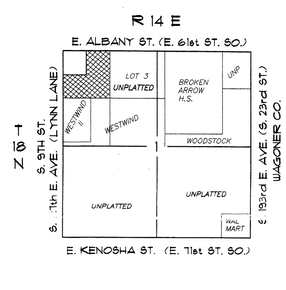
ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BROKEN ARROW PLANNING DEPARTMENT AND ARE ACCURATE AT THE TIME THE PLAT WAS FILED. AND THE ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NOT BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

LEGEND

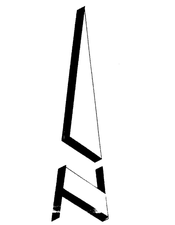
A.O.	ACCESS OPENING
L.N.A.	LIMITS OF NO ACCESS
B.L.	BUILDING LINE
I.P.	IRON PIN
C.L.	CENTER LINE
U/E	UTILITY EASEMENT
ESM'T	EASEMENT



UNOFFICIAL COPY



TULSA COUNTY



NO. LOTS 81
TOTAL ACRES = 28.9454
APRIL 4, 1999
JOB NO.: WESTW3.DWG

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estates taxes invalved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided in the amount of $ 146.00 per trust receipt no. 87
February 23 to be applied to ~~1999~~ 2000 taxes not as yet certified to me.

This certificate is NOT to be construed as payment of ~~1999~~ 2000 taxes in full but is given in order that this plat may be filed of record.

~~1999~~ 2000 taxes could exceed the amount of the security deposit.

Dated February 23, ~~1999~~ 2000

J. DENNIS SEMLER
TULSA COUNTY TREASURER
By: Jeannie Darra
DEPUTY

Tulsa County Clerk - EARLENE WILSON
Doc # 2006091047 Pages 1
Receipt # 877312 08/08/06 14:46:36
Fee 30.00

0008773120001

Plat No.
6022

STATE OF OKLAHOMA } SS
COUNTY OF TULSA }

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

Dated the _____ day of _____, 2006.

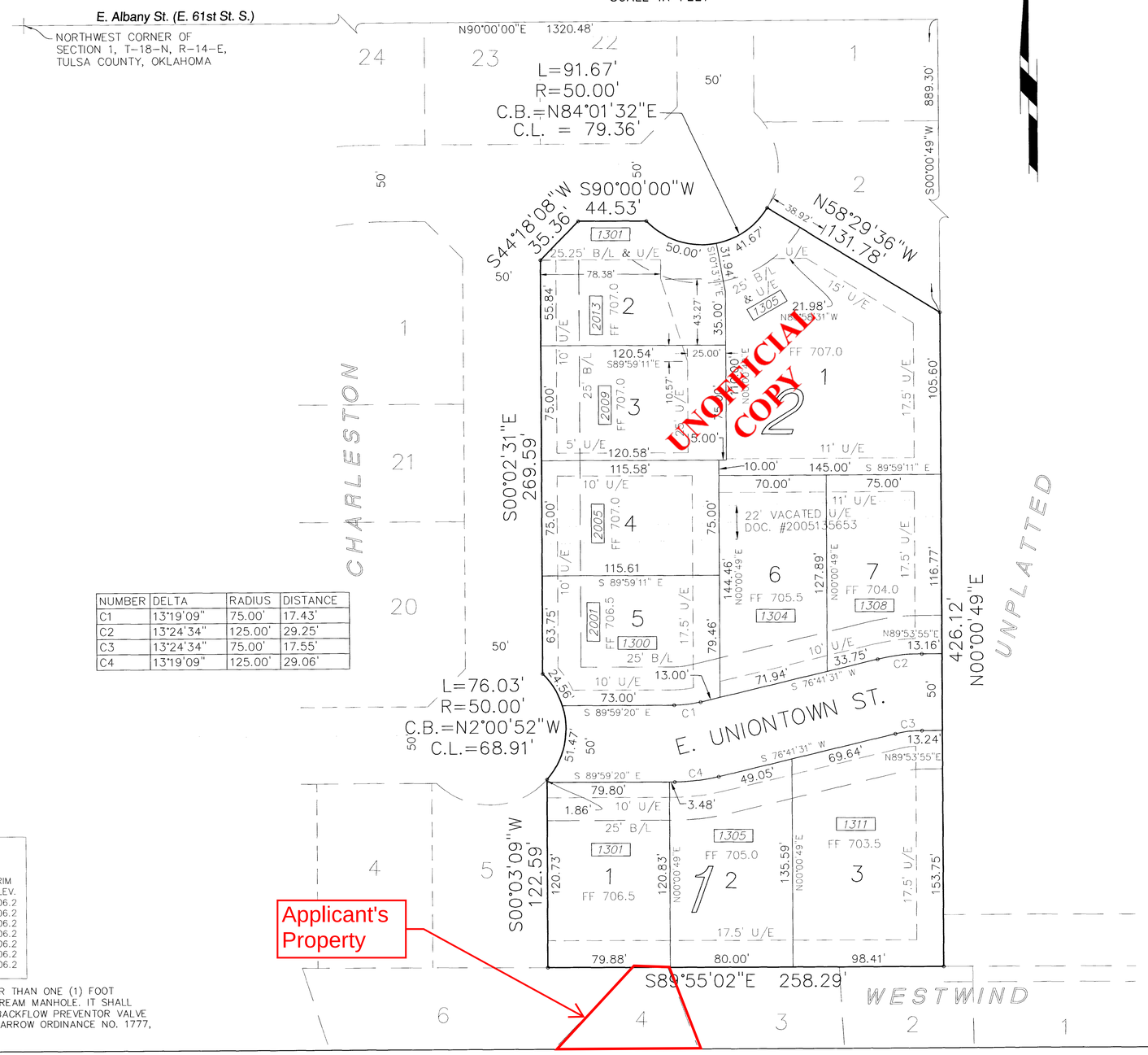
EARLENE WILSON, Tulsa County Clerk

_____
Deputy

Final Plat
CHARLESTON II

A replat of Reserve "A" in Charleston, a subdivision in the NW/4 of Section 1, T-18-N, R-14-E, City of Broken Arrow, Tulsa County, Oklahoma

40 20 0 40 80 120
SCALE IN FEET



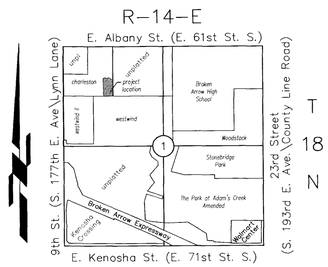
Applicant's Property

NUMBER	DELTA	RADIUS	DISTANCE
C1	13°19'09"	75.00'	17.43'
C2	13°24'34"	125.00'	29.25'
C3	13°24'34"	75.00'	17.55'
C4	13°19'09"	125.00'	29.06'

THE FOLLOWING LOTS MUST HAVE A BACKFLOW PREVENTOR:

BLOCK:	LOT:	PROPOSED F.F. ELEV.	UPSTREAM MH	RIM ELEV.
2	1	707.0	A2	706.2
	2	707.0	A3	706.2
	3	707.0	A3	706.2
	4	707.0	b1	706.2
	5	706.5	b1	706.2
	6	705.5	A2	706.2
	7	704.0	A2	706.2

IF THE ACTUAL FINISH FLOOR ELEVATION IS LOWER THAN ONE (1) FOOT ABOVE THE TOP OF RIM ELEVATION OF THE UPSTREAM MANHOLE, IT SHALL BE THE BUILDERS RESPONSIBILITY TO INSTALL A BACKFLOW PREVENTOR VALVE NEAR THE BUILDING ACCORDING TO THE BROKEN ARROW ORDINANCE NO. 1777, SECTION 24-100, ADOPTED MAY 17, 1993.



LOCATION MAP
10 Lots - 2.80 Acres
Tulsa County

ENGINEER/SURVEYOR
Cook & Associates Engineering, Inc.
Certificate of Authorization #4479
Expires 06-30-08
121 East College Street
Broken Arrow, Oklahoma 74012
Phone: (918) 258-9442

OWNER/DEVELOPER:
CHARLES SANDERS HOMES, INC.
2308 East Queens
Broken Arrow, Oklahoma 74012
918-455-1111

Monument Notes

A 5/8" x 18" deformed bar with a orange plastic cap stamped "CA4479" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a orange plastic cap stamped "CA4479" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a orange plastic cap stamped "CA4479" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Lot Addresses

Addresses shown on this Plat provided by the City of Broken Arrow Planning Department are accurate at the time the plat was filed, and the addresses are subject to change and should not be relied on in place of the legal description.

Benchmark

3" Aluminum CAP-FLUSH-SET in Concrete-Stamped "BA 37". Set Northwest of 61st, and 193rd East Avenue, Tulsa County, State of Oklahoma.

ELEVATION = 698.373 (N.A.V.D. 1988)

Basis of Bearings

The non-astronomic bearings for this plat are based on an assumed bearing of S00°00'49"W along the East line of "Charleston", a subdivision in the NW/4 of Section 1, T-18-N, R-14-E of the Indian Base & Meridian, Tulsa County, State of Oklahoma.

Legend

B/L	= Building Line	C.B.	= Chord Bearing
LNA	= Limits of No Access	C.L.	= Chord Length
L/E	= Landscape Easement	1805	= Address
U/E	= Utility Easement		

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 $ 4.00 per trust receipt no. 7938 to be applied to 20 06 taxes. This certificate is NOT to be construed as payment of 20 06 taxes in full but is given in order that this plat may be filed on record. 20 06 taxes could not exceed the amount of the security deposit.

Dated 08-Aug-06
Dennis Semler
Tulsa County Treasurer
By: _____
Deputy

APPROVED 8-14-06 by the City Council of the City of Broken Arrow, Oklahoma.

Richard Carter 8-4-06
Mayor

Attest: City Clerk 8-4-06

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 $ _____ per trust receipt no. _____ to applied to 20_____ taxes.

This certificate is NOT to be construed as payment of 20_____ taxes in full but is given in order that this plat may be filed on record 20_____ taxes could exceed the amount of the security deposit.

Dated _____, 2006
Dennis Semler
Tulsa County Treasurer

by _____
Deputy

Case No. PT05-118
Dev. # DN05-169

CHARLESTON II

Sheet 1 of 2

N 12th St Cul-de-sac
Legend
Runoff contained in street
Google Earth
© 2026 Google
5.74 ft
N
176

Pella

City of Broken Arrow

Request for Action

File #: 26-365, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-26

Title:
Acceptance of the Drainage Advisory Committee recommendation to close project Woodcreek II Improvements and return the $40,000.00 of the 2018 General Obligation Bond funds to the appropriate basin. Original Agenda Item Number 23-1366

Background:
The project in Woodcreek II Subdivision was to Design a mitigation plan to address ground water seeping through driveways and sidewalks in the Woodcreek II Subdivision. $40,000.00 was authorized by council for these repairs. Non-Responsiveness from the property owners involved in this project has resulted in the project being closed.

Cost: $0.00

Funding Source: 2018 GO Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: Project Close Out Form

Recommendation:
Accept the Drainage Advisory Committee recommendation to close the project Woodcreek II Improvements and return the $40,000.00 of the 2018 General Obligation funds to the appropriate Basin. Original Agenda Item number 23-1366

To:	**City of Broken Arrow Drainage Advisory Committee**
From:	**Patrick P. Wilson, P.E., CFM, Stormwater Division Manager**
Project Name:	**Woodcreek II Improvements**
Project Number:	**SW24030**
DAC Case Number:	**23-008**
DAC Agenda Number:	**23-1366**
Allocated Funds:	**$40,000.00**
Basin:	**Haikey Creek**
Funds Spent:	**$0.00**
Funds Remaining:	**$40,000.00**

Description: Citizens in the Woodcreek II subdivision applied to the Drainage Advisory Committee for assistance with mitigation of ground water seeping through driveways and sidewalks. The DAC recommended expenditure of $40,000.00 to design and install a possible solution. Communication with the citizens who applied for the assistance has ceased.

City has possible mitigation plan, upon contacting applicant and neighbors, received no response. Therefore, the project will be closed.

If the citizens wish to reapply for DAC funding in the future, they are welcome to, and the project can be revisited at that time.

Recommendation: Close the project and transfer the remaining funds back to the Haikey Creek Basin fund.

Patrick P. Wilson 10/17/2025
Patrick P. Wilson, P.E. CFM
City of Broken Arrow
Stormwater Division Manager

Tara Kilpatrick 12/17/2025
Tara Kilpatrick
City of Broken Arrow
Budget Officer

City of Broken Arrow

Request for Action

File #: 26-366, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-26

Title:
Acceptance of the Drainage Advisory Committee recommendation to close project Zogg Channel and return the $28,400.00 of the 2018 General Obligation Bond funds to the appropriate basin. Original Agenda Item Number 24-561

Background:
The project Zogg Channel was for the clearing and repair of a channel in the Oak Crest third Addition subdivision. $30,000.00 was authorized by council for this repair and clearing. City Staff cleaned a portion of the channel and contracted with a tree service for additional work in the channel for $1,600.00.

Cost: $0.00

Funding Source: 2018 GO Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: Project Close Out Form

Recommendation:
Accept the Drainage Advisory Committee recommendation to close the project Zogg Channel and return the $28,400.00 of the 2018 General Obligation funds to the appropriate Basin. Original Agenda Item number 24-561

To:	**City of Broken Arrow Drainage Advisory Committee**
From:	**Patrick P. Wilson, P.E., CFM, Stormwater Division Manager**
Project Name:	**Zogg Channel**
Project Number:	**SW24100**
DAC Case Number:	**24-004**
DAC Agenda Number:	**24-561**
Allocated Funds:	**$30,000.00**
Basin:	**Broken Arrow Creek**
Funds Spent:	**$1,600.00**
Funds Remaining:	**$28,400.00**

Description: Citizens in the Oak Crest third Addition subdivision applied to the Drainage Advisory Committee to receive assistance, from the City, with the cleaning and repair of a drainage channel that flows through their back yards. The Drainage Advisory Committee recommended the expenditure of $30,000.00 to clean and repair the channel and reestablish the drainage path that conveys stormwater flows to the Arrowhead Park detention basin.

The City of Broken Arrow hired a tree service to clear the channel for $1,600.00.

See Page 2 for photographs.

Recommendation: Close the project and transfer the remaining funds back to the Broken Arrow Creek Basin fund.

Patrick P. Wilson 1/20/2026
Patrick P. Wilson, P.E. CFM
City of Broken Arrow
Stormwater Division Manager

Tara Kilpatrick 1/21/2026
Tara Kilpatrick
City of Broken Arrow
Budget Officer

Photos:

City of Broken Arrow

Request for Action

File #: 26-417, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Approval of and authorization to execute Change Order No. 1 with Cherokee Pride Construction, Inc. for the College Addition Phase 1 (ST24170)

Background:
The College Addition Phase 1 Residential Streets Asphalt Repair and Resurfacing project is to rehabilitate the streets in the old town part of the Rose district in Broken Arrow.

Change Order #1 addresses the following additions/deletions/changes to the contract:

- The overage and underrun bid items identified demonstrate that the final quantity change order is base on the actual quantities placed in the field. Additional curb and gutter were added on 3rd street between E. Freeport Street and E. Elgin Street, as there was no existing curb on either side of the roadway from the alley to the north. This work also included construction of two alley drive approaches and full-depth roadway patches measuring 24 feet by 30 feet and 12 feet by 30 feet due to roadway base failures.

Total time added to contract is:

- 0 Days

The total cost for Change Order #1 amounts to $7,939.42

The additional cost associated with these changes is as follows:

Previous Change Orders:	$0
This Change Order(s):	$7,939.42
Total Cost of Change Orders:	$7,939.42
Original Contract Amount:	$573,292.00
Revised Contract Amount:	$581,231.42
Percent Change in Contract:	1.38% (Max 15%)
Applicable to Comp. Bid Act:	0.0%

Cost: $7,939.42

Funding Source: 2018 GO Bond, CDBG

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

Approved By: City Manager's Office

Attachments: Change Order 1 College Addition Final Change Order

Recommendation:

Approval of and authorization to execute Change Order #1 with Cherokee Pride Construction. INC for the College Addition Phase 1 (ST24170)

[redacted]

Public Contract Application for Contractual Changes

Contract Change Order

FINAL

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

Project Name: RESIDENTIAL STREETS ASPHALT REPAIR & RESURFACING COLLEGE ADDITION PHASE I

Project Number: ST24170

PO Number: 9759117

Date of Application: Friday, January 16, 26

Contractor: CHEROKEE PRICDE CONSTRUCTION, INC.

Submitted By: Joe Vardasco

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) The overage and underrun bid items identified below demonstrate that the final quantity change order is based on the actual quantities placed in the field. Additional curb and gutter were added on 3rd Street between E. Freeport Street and E. Elgin Street, as there was no existing curb on either side of the roadway from the alley to the north. This work also included construction of two alley drive approaches and full-depth roadway patches measuring 24 feet by 30 feet and 12 feet by 30 feet due to roadway base failure.

Change in Contractual Project Time:

2) No change to contract time

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
101	202(A)	Unclassified Excavation	CY	$ 40.00	18	$ 720.00
105	303(A)	Aggregate Base Type A	CY	$ 60.00	18	$ 1,080.00
108	409(A)	Fabric Reinforcement	SY	$ 7.00	-5891	$ (41,237.00)
109	411(B)	Superpave, Type S3 (PG 64-22 OK)	TON	$ 98.00	-56.27	$ (5,514.46)
110	411(C)	Superpave, Type S4 (PG 64-22 OK)	TON	$ 112.00	389.74	$ 43,650.88
111	411 (E)	Superpave, Type S6 (PG 64-22 OK)	TON	$ 122.00	-330	$ (40,260.00)
113	609 (B)	Combined Curb & Gutter (6" Barrier)	LF	$ 50.00	400	$ 20,000.00
114	610 (A)	4" Concrete Sidewalk	SY	$ 100.00	99	$ 9,900.00
126	SP 2.0	Type 1 Patch Asphalt (Complete in Place)	SY	$ 300.00	72	$ 21,600.00
127	Special	Flowable	CY	$ 200.00	-10	$ (2,000.00)
					Total Change Cost:	$ 7,939.42

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 573,292.00
Current Change Order:	$ 7,939.42	Amended Contract Amount:	$ 581,231.42
Total Cost of Change Orders:	$ 7,939.42	Percent Change in Contract:	1.38%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 1 in the sum of: $ 7,939.42 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Harlan E. Yochum II		
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	2/4/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	2/18/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	3/10/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

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

or

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

Council Agenda Number: _____

City Clerk: _____

City of Broken Arrow

Request for Action

File #: 26-394, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:

Approval of and authorization to execute Change Order No. 7, final reconciliatory, with Becco Contractors, Inc., for Oklahoma Department of Transportation project # STP-272F (367)IG, JP# 33955(04) (City of Broken Arrow project # ST1411, Albany Street Widening from 9th Street to 23rd Street)

Background:
STP-272F(367)IG or City of Broken Arrow project # ST1411, Albany Street Widening from 9th Street to 23rd Street includes construction of approximately 5,800 feet of roadway widening as well as sidewalk, stormwater, miscellaneous appurtenances, signal and intersection improvements extending from approximately 400 feet east of 9th Street through 23rd Street. The project includes Federal Surface Transportation Block Grant (STBG) funds and was bid, awarded and is being administered through the Oklahoma Department of Transportation (ODOT).

During completion of construction, several issues have arose which required change orders. The change order is described as follows:

Change Order #7 addresses the following additions /deletions/changes to the contract:

- Miscellaneous overruns and underruns of bid items necessary for final completion of the project.
- Miscellaneous overruns and underruns of previous change order items necessary for final completion of the project.

The total cost for Change Order # 7 amounts to $-34,323.63

At ODOT's request, change Order #8 was approved by the City at the January 6th, 2026 meeting and was required prior to this final quantity, or reconciliatory, Change Order #7. As detailed in the January 6th. This Change Order will complete all financial obligations to Becco Contractors, Inc. under the ODOT construction contract.

The additional cost associated with these changes is as follows:

Previous Change Orders:	$375,268.42
This Change Order(s):	$-34,323.63
Total Cost of Change Orders:	$340,944.79
Original Contract Amount:	$8,067,000.00

Revised Contract Amount:	$8,407,944.79
Percent Change in Contract:	4.23%
Applicable to Comp. Bid Act:	7.12% ($574,605.53)

Cost: $-34,323.63

Funding Source: 2014 General Obligation Bond

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

Approved By: City Manager's Office

Attachments: STP-272F(367)IG, JP# 33955(04) (City of Broken Arrow project # ST1411 - Change Order # 7, final reconciliatory)

Recommendation:
Approve and authorize execution of Change Order # 7, final reconciliatory, with Becco Contractors, Inc., for Oklahoma Department of Transportation project # STP-272F(367)IG, JP# 33955(04) (City of Broken Arrow project # ST1411, Albany Street Widening from 9th Street to 23rd Street).

P.O. Box 9159 / Tulsa, Oklahoma 74157-0159 Phone 918-445-2684 Fax 918-445-4936

March 6, 2026

Mr. Lucas Reed, RE
AtkinsRealis.
3158 S. 108th St. / Suite 255
Tulsa, Oklahoma 74146

Re: Return of Signed Change Order No. 007 / Final Quantity Change Order
STP-272F(367)IG / Albany (61st) & 23rd St (193rd E. Ave) Improvements / Tulsa-Wagoner County

Dear Mr. Reed,

Please find enclosed; 2 copies of the signed Change Order No. 007; the Final Quantity Change Order for the above referenced project. If anything, further is needed for processing; please advise.

Respectfully,

Aaron J. Wilcox
Chief Estimator

Cc: Shawn Warden, CM AtkinsRealis
Ryan Fransisco, PM BECCO
Email to AtkinsRealis team.
698 Close-out File

Oklahoma Department of Transportation

Final Quantity Change Order

Contract ID	220326	**Primary County**	TULSA	**Primary PCN**	33955(04)
Change Order Nbr	007	**Project**	STP-272F(367)IG		
Contract Description	WIDEN RESURFACE AND BRIDGE CITY STREETS (ALBANY STREET (61ST ST S) /23RD ST (193RD E AVE/COUNTY LINE RD): ALBANY ST FROM THE INTERSECTION OF 9TH ST (177TH E AVE/LYNN LANE) EXTEND EAST IN BROKEN ARROW. 23RD ST FROM ALBANY STREET EXTEND NORTH IN BROKEN ARROW. PROJECT LENGTH = 1.244 MILES				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO	**Status**	Pending		

General Change Order Description(s): This change order establishes the final quantity for each item on the original contract and for those items added by change order during the course of the construction work. Associated with each item is a justification for those items which deviated from the original plan quantity or from the quantity established by a previous change. The information presented in this final quantity change order addresses contract pay items only. Penalties, disincentives, or other adjustments associated with this contract will be identified on the final estimate.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0010	0100	202(A)2200	CY	$36.00	15,202.00	15,202.00	0.00	15,202.00	
	Item Description:		UNCLASSIFIED EXCAVATION						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$547,272.00
	Supplemental Description 2:								**Final Amount:**	$547,272.00
									Bid Contract:	$547,272.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0020	0100	221(B)2300	LF	$2.00	7,500.00	7,500.00	-361.00	7,139.00	
	Item Description:		TEMPORARY SILT FENCE						**This Change:**	$-722.00
	Supplemental Description 1:								**Prev Revised:**	$15,000.00
	Supplemental Description 2:								**Final Amount:**	$14,278.00
									Bid Contract:	$15,000.00
									Net Change:	$-722.00
									PCT Change:	-4.81 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0030	0100	221(C)2400	EA	$220.00	140.00	140.00	-140.00	0.00	
	Item Description:		TEMPORARY SEDIMENT FILTER						**This Change:**	$-30,800.00
	Supplemental Description 1:								**Prev Revised:**	$30,800.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$30,800.00
									Net Change:	$-30,800.00
									PCT Change:	-100 %
	Explanations:		This item was not necessary for erosion control measures, and was not used.							
33955(04)	0040	0100	221(G)2800	LF	$5.50	100.00	100.00	238.00	338.00	
	Item Description:		TEMPORARY FIBER LOG						**This Change:**	$1,309.00
	Supplemental Description 1:								**Prev Revised:**	$550.00
	Supplemental Description 2:								**Final Amount:**	$1,859.00
									Bid Contract:	$550.00
									Net Change:	$1,309.00
									PCT Change:	238.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0050	0100	230(A)7200	SY	$3.00	7,085.00	7,085.00	11,224.45	18,309.45	
	Item Description:		SOLID SLAB SODDING						**This Change:**	$33,673.35
	Supplemental Description 1:								**Prev Revised:**	$21,255.00
	Supplemental Description 2:								**Final Amount:**	$54,928.35
									Bid Contract:	$21,255.00
									Net Change:	$33,673.35
									PCT Change:	158.42 %
	Explanations:		Additional quantities of this item were necessary for coverage of exposed areas not adequately covered by native vegetation growth, resulting in this overrun.							
33955(04)	0060	0100	233(A)0200	AC	$700.00	5.00	5.00	-5.00	0.00	
	Item Description:		VEGETATIVE MULCHING						**This Change:**	$-3,500.00
	Supplemental Description 1:								**Prev Revised:**	$3,500.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$3,500.00
									Net Change:	$-3,500.00
									PCT Change:	-100 %
	Explanations:		This item was not necessary for erosion control measures, and was not used.							
33955(04)	0070	0100	303(A)1200	CY	$60.00	7,890.00	7,890.00	-1,476.94	6,413.06	
	Item Description:		AGGREGATE BASE TYPE A						**This Change:**	$-88,616.40
	Supplemental Description 1:								**Prev Revised:**	$473,400.00
	Supplemental Description 2:								**Final Amount:**	$384,783.60
									Bid Contract:	$473,400.00
									Net Change:	$-88,616.40
									PCT Change:	-18.71 %
	Explanations:		Underrun due to reduction in full depth reconstruction. Multiple areas only required mill and overlay.							
33955(04)	0080	0100	310(B)5300	SY	$1.50	38,323.00	38,323.00	-14,907.67	23,415.33	
	Item Description:		SUBGRADE, METHOD B						**This Change:**	$-22,361.50
	Supplemental Description 1:								**Prev Revised:**	$57,484.50
	Supplemental Description 2:								**Final Amount:**	$35,122.99
									Bid Contract:	$57,484.50
									Net Change:	$-22,361.50
									PCT Change:	-38.90 %
	Explanations:		Underrun due to reduction in full depth reconstruction. Multiple areas only required mill and overlay.							
33955(04)	0090	0100	325 0100	SY	$1.50	40,175.00	40,175.00	-14,601.87	25,573.13	
	Item Description:		SEPARATOR FABRIC						**This Change:**	$-21,902.80
	Supplemental Description 1:								**Prev Revised:**	$60,262.50
	Supplemental Description 2:								**Final Amount:**	$38,359.69
									Bid Contract:	$60,262.50
									Net Change:	$-21,902.80
									PCT Change:	-36.34 %
	Explanations:		Underrun due to reduction in full depth reconstruction. Multiple areas only required mill and overlay.							
33955(04)	0100	0100	411(B)1330	TON	$85.00	13,198.00	13,198.00	-2,463.80	10,734.20	
	Item Description:		SUPERPAVE, TYPE S3(PG 64-22 OK)						**This Change:**	$-209,423.00
	Supplemental Description 1:								**Prev Revised:**	$1,121,830.00
	Supplemental Description 2:								**Final Amount:**	$912,407.00
									Bid Contract:	$1,121,830.00
									Net Change:	$-209,423.00
									PCT Change:	-18.66 %
	Explanations:		Underrun due to reduction in full depth reconstruction. Multiple areas only required mill and overlay.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0110	0100	411(C)1420	TON	$95.00	3,495.00	3,495.00	460.94	3,955.94	
	Item Description:		SUPERPAVE, TYPE S4(PG 70-28 OK)						**This Change:**	$43,789.30
	Supplemental Description 1:								**Prev Revised:**	$332,025.00
	Supplemental Description 2:								**Final Amount:**	$375,814.30
									Bid Contract:	$332,025.00
									Net Change:	$43,789.30
									PCT Change:	13.18 %
	Explanations:		Additional material required due to tie-in areas and change in typical section.							
33955(04)	0120	0100	412 3100	SY	$5.00	5,643.00	5,643.00	12,776.28	18,419.28	
	Item Description:		COLD MILLING PAVEMENT						**This Change:**	$63,881.40
	Supplemental Description 1:								**Prev Revised:**	$28,215.00
	Supplemental Description 2:								**Final Amount:**	$92,096.40
									Bid Contract:	$28,215.00
									Net Change:	$63,881.40
									PCT Change:	226.40 %
	Explanations:		Overrun due to reduction of full depth reconstruction. Multiple areas profile-milled instead of full depth removal.							
33955(04)	0130	0100	414(B)5300	SY	$45.00	7,900.00	7,900.00	124.52	8,024.52	
	Item Description:		DOWEL JOINTED P.C.C.PAVT.(PLACEMENT)						**This Change:**	$5,603.40
	Supplemental Description 1:								**Prev Revised:**	$355,500.00
	Supplemental Description 2:								**Final Amount:**	$361,103.40
									Bid Contract:	$355,500.00
									Net Change:	$5,603.40
									PCT Change:	1.57 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0140	0100	414(G)5800	CY	$180.00	2,100.00	2,100.00	129.03	2,229.03	
	Item Description:		P.C. CONCRETE FOR PAVEMENT						**This Change:**	$23,225.40
	Supplemental Description 1:								**Prev Revised:**	$378,000.00
	Supplemental Description 2:								**Final Amount:**	$401,225.40
									Bid Contract:	$378,000.00
									Net Change:	$23,225.40
									PCT Change:	6.14 %
	Explanations:		Overruns due to widening of tie-ins at intersection and field mitigated typical section modifications.							
33955(04)	0150	0100	509(B)0300	CY	$1,000.00	167.00	140.00	-71.25	68.75	
	Item Description:		CLASS A CONCRETE						**This Change:**	$-71,250.00
	Supplemental Description 1:								**Prev Revised:**	$140,000.00
	Supplemental Description 2:								**Final Amount:**	$68,750.00
									Bid Contract:	$167,000.00
									Net Change:	$-98,250.00
									PCT Change:	-58.83 %
	Explanations:		Quantity decrease resulting from reduced RCB length associated with changes made on CO 003.							
33955(04)	0160	0100	511(A)2200	LB	$1.50	15,510.00	24,895.00	-8,377.00	16,518.00	
	Item Description:		REINFORCING STEEL						**This Change:**	$-12,565.50
	Supplemental Description 1:								**Prev Revised:**	$37,342.50
	Supplemental Description 2:								**Final Amount:**	$24,777.00
									Bid Contract:	$23,265.00
									Net Change:	$1,512.00
									PCT Change:	6.49 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0170	0100	601(B)1220	TON	$80.00	290.00	290.00	-11.25	278.75	
	Item Description:		TYPE I-A PLAIN RIPRAP						**This Change:**	$-900.00
	Supplemental Description 1:								**Prev Revised:**	$23,200.00
	Supplemental Description 2:								**Final Amount:**	$22,300.00
									Bid Contract:	$23,200.00
									Net Change:	$-900.00
									PCT Change:	-3.87 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0180	0100	609(A)4230	LF	$5.00	1,788.00	1,788.00	-1,666.00	122.00	
	Item Description:		CONC.CURB(6" BARRIER-INTEGRAL)						**This Change:**	$-8,330.00
	Supplemental Description 1:								**Prev Revised:**	$8,940.00
	Supplemental Description 2:								**Final Amount:**	$610.00
									Bid Contract:	$8,940.00
									Net Change:	$-8,330.00
									PCT Change:	-93.17 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0190	0100	609(B)4310	LF	$37.00	6,981.00	6,981.00	474.66	7,455.66	
	Item Description:		COMBINED CURB & GUTTER(6" BARRIER)						**This Change:**	$17,562.42
	Supplemental Description 1:								**Prev Revised:**	$258,297.00
	Supplemental Description 2:								**Final Amount:**	$275,859.42
									Bid Contract:	$258,297.00
									Net Change:	$17,562.42
									PCT Change:	6.79 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0200	0100	610(A)5200	SY	$70.00	3,025.00	3,025.00	-234.75	2,790.25	
	Item Description:		4" CONCRETE SIDEWALK						**This Change:**	$-16,432.50
	Supplemental Description 1:								**Prev Revised:**	$211,750.00
	Supplemental Description 2:								**Final Amount:**	$195,317.50
									Bid Contract:	$211,750.00
									Net Change:	$-16,432.50
									PCT Change:	-7.76 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0210	0100	610(B)5320	SY	$100.00	1,320.00	1,320.00	294.51	1,614.51	
	Item Description:		8" CONCRETE DRIVEWAY						**This Change:**	$29,451.00
	Supplemental Description 1:								**Prev Revised:**	$132,000.00
	Supplemental Description 2:								**Final Amount:**	$161,451.00
									Bid Contract:	$132,000.00
									Net Change:	$29,451.00
									PCT Change:	22.31 %
	Explanations:		Additional drives added at STA 16+15 and 27+00, RT.							
33955(04)	0220	0100	610(I)6000	SF	$40.00	16.00	16.00	88.00	104.00	
	Item Description:		TACTILE WARNING DEVICE-NEW						**This Change:**	$3,520.00
	Supplemental Description 1:								**Prev Revised:**	$640.00
	Supplemental Description 2:								**Final Amount:**	$4,160.00
									Bid Contract:	$640.00
									Net Change:	$3,520.00
									PCT Change:	550.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0230	0100	611(A)7220	EA	$8,500.00	1.00	1.00	3.00	4.00	
	Item Description:		MANHOLE (6' DIA.)						**This Change:**	$25,500.00
	Supplemental Description 1:								**Prev Revised:**	$8,500.00
	Supplemental Description 2:								**Final Amount:**	$34,000.00
									Bid Contract:	$8,500.00
									Net Change:	$25,500.00
									PCT Change:	300.00 %
	Explanations:		Plan error, Str 6 was mislabeled on plans, also Strs. (additional 2) and (additional 4) were added.							
33955(04)	0240	0100	611(A)7230	EA	$11,500.00	1.00	1.00	0.00	1.00	
	Item Description:		MANHOLE (8' DIA.)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$11,500.00
	Supplemental Description 2:								**Final Amount:**	$11,500.00
									Bid Contract:	$11,500.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0250	0100	611(C)7300	EA	$1,100.00	2.00	2.00	-2.00	0.00	
	Item Description:		REPLACEMENT OF MANHOLE FRAME & COVER						**This Change:**	$-2,200.00
	Supplemental Description 1:								**Prev Revised:**	$2,200.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$2,200.00
									Net Change:	$-2,200.00
									PCT Change:	-100 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0260	0100	611(G)0148	EA	$12,000.00	5.00	6.00	-1.00	5.00	
	Item Description:		INLET W/LRG. JCT. BOX, CI, DES.2(B)						**This Change:**	$-12,000.00
	Supplemental Description 1:								**Prev Revised:**	$72,000.00
	Supplemental Description 2:								**Final Amount:**	$60,000.00
									Bid Contract:	$60,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0270	0100	611(G)0268	EA	$9,500.00	3.00	3.00	1.00	4.00	
	Item Description:		INLET W/SMALL JCT. BOX, CI, DES.2(B)						**This Change:**	$9,500.00
	Supplemental Description 1:								**Prev Revised:**	$28,500.00
	Supplemental Description 2:								**Final Amount:**	$38,000.00
									Bid Contract:	$28,500.00
									Net Change:	$9,500.00
									PCT Change:	33.33 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0280	0100	611(G)0350	EA	$6,500.00	1.00	1.00	-1.00	0.00	
	Item Description:		INLET (SMD-TYPE 1)						**This Change:**	$-6,500.00
	Supplemental Description 1:								**Prev Revised:**	$6,500.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$6,500.00
									Net Change:	$-6,500.00
									PCT Change:	-100 %
	Explanations:		Location for this item was not found on the project plans, item was not used.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0290	0100	611(G)7700	EA	$6,000.00	8.00	14.00	-2.00	12.00	
	Item Description:		SPECIAL INLET DRAIN						**This Change:**	$-12,000.00
	Supplemental Description 1:								**Prev Revised:**	$84,000.00
	Supplemental Description 2:								**Final Amount:**	$72,000.00
									Bid Contract:	$48,000.00
									Net Change:	$24,000.00
									PCT Change:	50.00 %
	Explanations:		Structures 20 & 21 were deleted due to plan revisions.							
33955(04)	0300	0100	611(G)7758	EA	$9,000.00	3.00	3.00	-2.00	1.00	
	Item Description:		INLET CI DES. 2 (B)						**This Change:**	$-18,000.00
	Supplemental Description 1:								**Prev Revised:**	$27,000.00
	Supplemental Description 2:								**Final Amount:**	$9,000.00
									Bid Contract:	$27,000.00
									Net Change:	$-18,000.00
									PCT Change:	-66.66 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0310	0100	611(G)7762	EA	$8,500.00	1.00	1.00	-1.00	0.00	
	Item Description:		INLET CI DES. 2 (C)						**This Change:**	$-8,500.00
	Supplemental Description 1:								**Prev Revised:**	$8,500.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$8,500.00
									Net Change:	$-8,500.00
									PCT Change:	-100 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0320	0100	611(G)9016	EA	$11,500.00	1.00	1.00	9.00	10.00	
	Item Description:		INLET CDI RCP DES. 5						**This Change:**	$103,500.00
	Supplemental Description 1:								**Prev Revised:**	$11,500.00
	Supplemental Description 2:								**Final Amount:**	$115,000.00
									Bid Contract:	$11,500.00
									Net Change:	$103,500.00
									PCT Change:	900.00 %
	Explanations:		Plans were revised after letting, with additional items indicated.							
33955(04)	0330	0100	611(G)9024	EA	$15,500.00	1.00	1.00	0.00	1.00	
	Item Description:		INLET CDI RCP DES. 7						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$15,500.00
	Supplemental Description 2:								**Final Amount:**	$15,500.00
									Bid Contract:	$15,500.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0340	0100	612(A)3200	EA	$2,500.00	2.00	2.00	3.00	5.00	
	Item Description:		MANHOLES ADJUST TO GRADE						**This Change:**	$7,500.00
	Supplemental Description 1:								**Prev Revised:**	$5,000.00
	Supplemental Description 2:								**Final Amount:**	$12,500.00
									Bid Contract:	$5,000.00
									Net Change:	$7,500.00
									PCT Change:	150.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0350	0100	612(E)3600	EA	$500.00	3.00	3.00	8.00	11.00	
	Item Description:		VALVE BOXES ADJUST TO GRADE						**This Change:**	$4,000.00
	Supplemental Description 1:								**Prev Revised:**	$1,500.00
	Supplemental Description 2:								**Final Amount:**	$5,500.00
									Bid Contract:	$1,500.00
									Net Change:	$4,000.00
									PCT Change:	266.66 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0360	0100	613(A)5448	LF	$400.00	340.00	0.00	0.00	0.00	
	Item Description:		51" X 31" R.C.PIPE ARCH CLASS A-IV						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$0.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$136,000.00
									Net Change:	$-136,000.00
									PCT Change:	-100 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0370	0100	613(EE)5964	LF	$70.00	30.00	30.00	29.00	59.00	
	Item Description:		(SP) 15" CORRUGATED POLYPROPYLENE PIPE						**This Change:**	$2,030.00
	Supplemental Description 1:								**Prev Revised:**	$2,100.00
	Supplemental Description 2:								**Final Amount:**	$4,130.00
									Bid Contract:	$2,100.00
									Net Change:	$2,030.00
									PCT Change:	96.66 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0380	0100	613(EE)5968	LF	$80.00	129.00	129.00	199.00	328.00	
	Item Description:		(SP) 18" CORRUGATED POLYPROPYLENE PIPE						**This Change:**	$15,920.00
	Supplemental Description 1:								**Prev Revised:**	$10,320.00
	Supplemental Description 2:								**Final Amount:**	$26,240.00
									Bid Contract:	$10,320.00
									Net Change:	$15,920.00
									PCT Change:	154.26 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0390	0100	613(EE)5972	LF	$95.00	620.00	620.00	230.00	850.00	
	Item Description:		(SP) 24" CORRUGATED POLYPROPYLENE PIPE						**This Change:**	$21,850.00
	Supplemental Description 1:								**Prev Revised:**	$58,900.00
	Supplemental Description 2:								**Final Amount:**	$80,750.00
									Bid Contract:	$58,900.00
									Net Change:	$21,850.00
									PCT Change:	37.09 %
	Explanations:		Additional from appox. 13+90 to 15+80, also additional length added at Manhole Str 4.							
33955(04)	0400	0100	613(EE)5976	LF	$105.00	1,510.00	2,190.00	434.00	2,624.00	
	Item Description:		(SP) 30" CORRUGATED POLYPROPYLENE PIPE						**This Change:**	$45,570.00
	Supplemental Description 1:								**Prev Revised:**	$229,950.00
	Supplemental Description 2:								**Final Amount:**	$275,520.00
									Bid Contract:	$158,550.00
									Net Change:	$116,970.00
									PCT Change:	73.77 %
	Explanations:		Additional placed at Str based on conditions encountered in the field.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0410	0100	613(EE)5984	LF	$145.00	1,784.00	2,961.00	-5.00	2,956.00	
	Item Description:		(SP) 42" CORRUGATED POLYPROPYLENE PIPE						**This Change:**	$-725.00
	Supplemental Description 1:								**Prev Revised:**	$429,345.00
	Supplemental Description 2:								**Final Amount:**	$428,620.00
									Bid Contract:	$258,680.00
									Net Change:	$169,940.00
									PCT Change:	65.69 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0420	0100	613(L)6708	EA	$800.00	1.00	1.00	0.00	1.00	
	Item Description:		18" PREFAB. CULVERT END SEC., ROUND						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$800.00
	Supplemental Description 2:								**Final Amount:**	$800.00
									Bid Contract:	$800.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0430	0100	613(L)6716	EA	$1,100.00	1.00	1.00	-1.00	0.00	
	Item Description:		24" PREFAB. CULVERT END SEC., ROUND						**This Change:**	$-1,100.00
	Supplemental Description 1:								**Prev Revised:**	$1,100.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$1,100.00
									Net Change:	$-1,100.00
									PCT Change:	-100 %
	Explanations:		Item not used, 30" PCES placed instead.							
33955(04)	0440	0100	613(L)6724	EA	$1,300.00	1.00	1.00	1.00	2.00	
	Item Description:		30" PREFAB. CULVERT END SEC., ROUND						**This Change:**	$1,300.00
	Supplemental Description 1:								**Prev Revised:**	$1,300.00
	Supplemental Description 2:								**Final Amount:**	$2,600.00
									Bid Contract:	$1,300.00
									Net Change:	$1,300.00
									PCT Change:	100.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0450	0100	613(R)7600	CY	$40.00	3,500.00	3,500.00	1,329.39	4,829.39	
	Item Description:		STANDARD BEDDING MATERIAL, CLASS A						**This Change:**	$53,175.60
	Supplemental Description 1:								**Prev Revised:**	$140,000.00
	Supplemental Description 2:								**Final Amount:**	$193,175.60
									Bid Contract:	$140,000.00
									Net Change:	$53,175.60
									PCT Change:	37.98 %
	Explanations:		Additional material required due to additions of structures, pipe.							
33955(04)	0460	0100	619(A)6200	LSUM	$57,642.00	1.00	1.00	0.00	1.00	
	Item Description:		REMOVAL OF STRUCTURES & OBSTRUCTIONS						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$57,642.00
	Supplemental Description 2:								**Final Amount:**	$57,642.00
									Bid Contract:	$57,642.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0470	0100	619(B)6356	LF	$5.00	7,710.00	7,710.00	-455.00	7,255.00	
	Item Description:		REMOVAL OF CURB AND GUTTER						**This Change:**	$-2,275.00
	Supplemental Description 1:								**Prev Revised:**	$38,550.00
	Supplemental Description 2:								**Final Amount:**	$36,275.00
									Bid Contract:	$38,550.00
									Net Change:	$-2,275.00
									PCT Change:	-5.90 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0480	0100	619(B)6364	SY	$5.00	18,605.00	18,605.00	-4,155.12	14,449.88	
	Item Description:		REMOVAL OF ASPHALT PAVEMENT						**This Change:**	$-20,775.60
	Supplemental Description 1:								**Prev Revised:**	$93,025.00
	Supplemental Description 2:								**Final Amount:**	$72,249.40
									Bid Contract:	$93,025.00
									Net Change:	$-20,775.60
									PCT Change:	-22.33 %
	Explanations:		Underrun due to use of cold-milling in place of asphalt removal. Multiple areas did not require full depth asphalt removal.							
33955(04)	0490	0100	625(B)4300	LF	$35.00	400.00	400.00	8.00	408.00	
	Item Description:		REMOVE AND RECONSTRUCT FENCE						**This Change:**	$280.00
	Supplemental Description 1:								**Prev Revised:**	$14,000.00
	Supplemental Description 2:								**Final Amount:**	$14,280.00
									Bid Contract:	$14,000.00
									Net Change:	$280.00
									PCT Change:	2.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0500	0101	613(U)7910	LF	$800.00	280.00	0.00	0.00	0.00	
	Item Description:		BORE & JACK 24" STEEL CASING						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$0.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$224,000.00
									Net Change:	$-224,000.00
									PCT Change:	-100 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0510	0101	615(A)1228	LF	$175.00	2,765.00	2,765.00	-190.00	2,575.00	
	Item Description:		12" POLYVINYL CHLORIDE (PVC) PIPE						**This Change:**	$-33,250.00
	Supplemental Description 1:								**Prev Revised:**	$483,875.00
	Supplemental Description 2:								**Final Amount:**	$450,625.00
									Bid Contract:	$483,875.00
									Net Change:	$-33,250.00
									PCT Change:	-6.87 %
	Explanations:		Installed as indicated in project plans, this is the field-measured asbuilt quantity.							
33955(04)	0520	0101	616(A)2212	LF	$175.00	190.00	0.00	0.00	0.00	
	Item Description:		8" DUCTILE IRON PIPE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$0.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$33,250.00
									Net Change:	$-33,250.00
									PCT Change:	-100 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0530	0101	616(C)2400	LF	$100.00	40.00	40.00	-40.00	0.00	
	Item Description:		3/4" COPPER WATER SERVICE PIPE						**This Change:**	$-4,000.00
	Supplemental Description 1:								**Prev Revised:**	$4,000.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$4,000.00
									Net Change:	$-4,000.00
									PCT Change:	-100 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0540	0101	616(D)2646	EA	$2,500.00	1.00	1.00	3.00	4.00	
	Item Description:		6" GATE VALVE						**This Change:**	$7,500.00
	Supplemental Description 1:								**Prev Revised:**	$2,500.00
	Supplemental Description 2:								**Final Amount:**	$10,000.00
									Bid Contract:	$2,500.00
									Net Change:	$7,500.00
									PCT Change:	300.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0550	0101	616(D)2650	EA	$3,000.00	3.00	3.00	1.00	4.00	
	Item Description:		8" GATE VALVE						**This Change:**	$3,000.00
	Supplemental Description 1:								**Prev Revised:**	$9,000.00
	Supplemental Description 2:								**Final Amount:**	$12,000.00
									Bid Contract:	$9,000.00
									Net Change:	$3,000.00
									PCT Change:	33.33 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0560	0101	616(D)2658	EA	$5,000.00	8.00	8.00	1.00	9.00	
	Item Description:		12" GATE VALVE						**This Change:**	$5,000.00
	Supplemental Description 1:								**Prev Revised:**	$40,000.00
	Supplemental Description 2:								**Final Amount:**	$45,000.00
									Bid Contract:	$40,000.00
									Net Change:	$5,000.00
									PCT Change:	12.50 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0570	0101	616(E)2900	EA	$150.00	2.00	2.00	-2.00	0.00	
	Item Description:		3/4" CORPORATION STOPS						**This Change:**	$-300.00
	Supplemental Description 1:								**Prev Revised:**	$300.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$300.00
									Net Change:	$-300.00
									PCT Change:	-100 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0580	0101	616(G)3100	EA	$6,000.00	1.00	1.00	1.00	2.00	
	Item Description:		FIRE HYDRANTS						**This Change:**	$6,000.00
	Supplemental Description 1:								**Prev Revised:**	$6,000.00
	Supplemental Description 2:								**Final Amount:**	$12,000.00
									Bid Contract:	$6,000.00
									Net Change:	$6,000.00
									PCT Change:	100.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0590	0101	616(K)3516	EA	$800.00	4.00	4.00	-3.00	1.00	
	Item Description:		8" SOLID SLEEVE						**This Change:**	$-2,400.00
	Supplemental Description 1:								**Prev Revised:**	$3,200.00
	Supplemental Description 2:								**Final Amount:**	$800.00
									Bid Contract:	$3,200.00
									Net Change:	$-2,400.00
									PCT Change:	-75.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0600	0101	616(K)3524	EA	$1,200.00	5.00	5.00	0.00	5.00	
	Item Description:		12" SOLID SLEEVE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$6,000.00
	Supplemental Description 2:								**Final Amount:**	$6,000.00
									Bid Contract:	$6,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0610	0101	616(O)4005	EA	$800.00	2.00	2.00	-2.00	0.00	
	Item Description:		8" 22 1/2 DEGREE FITTING						**This Change:**	$-1,600.00
	Supplemental Description 1:								**Prev Revised:**	$1,600.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$1,600.00
									Net Change:	$-1,600.00
									PCT Change:	-100 %
	Explanations:		Item not used or required due to existing field conditions.							
33955(04)	0620	0101	616(O)4010	EA	$800.00	2.00	2.00	4.00	6.00	
	Item Description:		8" 45 DEGREE FITTING						**This Change:**	$3,200.00
	Supplemental Description 1:								**Prev Revised:**	$1,600.00
	Supplemental Description 2:								**Final Amount:**	$4,800.00
									Bid Contract:	$1,600.00
									Net Change:	$3,200.00
									PCT Change:	200.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0630	0101	616(O)4035	EA	$1,200.00	28.00	28.00	-28.00	0.00	
	Item Description:		12" 11 1/4 DEGREE FITTING						**This Change:**	$-33,600.00
	Supplemental Description 1:								**Prev Revised:**	$33,600.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$33,600.00
									Net Change:	$-33,600.00
									PCT Change:	-100 %
	Explanations:		Item not used or required due to existing field conditions.							
33955(04)	0640	0101	616(O)4040	EA	$1,200.00	1.00	1.00	0.00	1.00	
	Item Description:		12" 22 1/2 DEGREE FITTING						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$1,200.00
	Supplemental Description 2:								**Final Amount:**	$1,200.00
									Bid Contract:	$1,200.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0650	0101	616(O)4045	EA	$1,200.00	10.00	10.00	16.00	26.00	
	Item Description:		12" 45 DEGREE FITTING						**This Change:**	$19,200.00
	Supplemental Description 1:								**Prev Revised:**	$12,000.00
	Supplemental Description 2:								**Final Amount:**	$31,200.00
									Bid Contract:	$12,000.00
									Net Change:	$19,200.00
									PCT Change:	160.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0660	0101	616(O)4050	EA	$1,200.00	1.00	1.00	1.00	2.00	
	Item Description:		12" 90 DEGREE FITTING						**This Change:**	$1,200.00
	Supplemental Description 1:								**Prev Revised:**	$1,200.00
	Supplemental Description 2:								**Final Amount:**	$2,400.00
									Bid Contract:	$1,200.00
									Net Change:	$1,200.00
									PCT Change:	100.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0670	0101	616(R)4344	EA	$1,500.00	1.00	1.00	-1.00	0.00	
	Item Description:		12" X 6" REDUCER						**This Change:**	$-1,500.00
	Supplemental Description 1:								**Prev Revised:**	$1,500.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$1,500.00
									Net Change:	$-1,500.00
									PCT Change:	-100 %
	Explanations:		Item not used or required due to existing field conditions.							
33955(04)	0680	0101	616(T)4595	EA	$1,500.00	1.00	1.00	3.00	4.00	
	Item Description:		12" X 12" X 6" TEE						**This Change:**	$4,500.00
	Supplemental Description 1:								**Prev Revised:**	$1,500.00
	Supplemental Description 2:								**Final Amount:**	$6,000.00
									Bid Contract:	$1,500.00
									Net Change:	$4,500.00
									PCT Change:	300.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0690	0101	616(T)4600	EA	$1,800.00	4.00	4.00	0.00	4.00	
	Item Description:		12" X 12" X 8" TEE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$7,200.00
	Supplemental Description 2:								**Final Amount:**	$7,200.00
									Bid Contract:	$7,200.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0700	0101	616(T)4610	EA	$2,000.00	2.00	2.00	0.00	2.00	
	Item Description:		12" X 12" X 12" TEE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$4,000.00
	Supplemental Description 2:								**Final Amount:**	$4,000.00
									Bid Contract:	$4,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0710	0101	619(B)6504	LSUM	$17,000.00	1.00	1.00	0.00	1.00	
	Item Description:		REMOVE AND RELOCATE UTILITIES						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$17,000.00
	Supplemental Description 2:								**Final Amount:**	$17,000.00
									Bid Contract:	$17,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0720	0200	202(A)2210	CY	$45.00	125.00	50.00	10.45	60.45	
	Item Description:		UNCLASSIFIED EXCAVATION						**This Change:**	$470.25
	Supplemental Description 1:								**Prev Revised:**	$2,250.00
	Supplemental Description 2:								**Final Amount:**	$2,720.25
									Bid Contract:	$5,625.00
									Net Change:	$-2,904.75
									PCT Change:	-51.64 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	0730	0200	303(A)1200	CY	$100.00	40.00	39.15	0.00	39.15	
	Item Description:		AGGREGATE BASE TYPE A						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$3,915.00
	Supplemental Description 2:								**Final Amount:**	$3,915.00
									Bid Contract:	$4,000.00
									Net Change:	$-85.00
									PCT Change:	-2.12 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0740	0200	509(B)0320	CY	$800.00	108.00	32.00	0.00	32.00	
	Item Description:		CLASS A CONCRETE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$25,600.00
	Supplemental Description 2:								**Final Amount:**	$25,600.00
									Bid Contract:	$86,400.00
									Net Change:	$-60,800.00
									PCT Change:	-70.37 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0750	0200	511(A)2210	LB	$1.50	5,690.00	3,092.00	0.00	3,092.00	
	Item Description:		REINFORCING STEEL						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$4,638.00
	Supplemental Description 2:								**Final Amount:**	$4,638.00
									Bid Contract:	$8,535.00
									Net Change:	$-3,897.00
									PCT Change:	-45.65 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0760	0300	802(B)0324	LF	$30.00	170.00	170.00	0.00	170.00	
	Item Description:		2" PVC SCH.40 PLASTIC CONDUIT TRENCHED						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$5,100.00
	Supplemental Description 2:								**Final Amount:**	$5,100.00
									Bid Contract:	$5,100.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0770	0300	802(B)0332	LF	$40.00	255.00	255.00	521.00	776.00	
	Item Description:		3" PVC SCH.40 PLASTIC CONDUIT TRENCHED						**This Change:**	$20,840.00
	Supplemental Description 1:								**Prev Revised:**	$10,200.00
	Supplemental Description 2:								**Final Amount:**	$31,040.00
									Bid Contract:	$10,200.00
									Net Change:	$20,840.00
									PCT Change:	204.31 %
	Explanations:		Field-measured asbuilt quantity. Overrun to trenched conduit offset with underrun to bored pipe due to conditions encountered in the field.							
33955(04)	0780	0300	802(C)0435	LF	$50.00	1,440.00	1,440.00	-664.00	776.00	
	Item Description:		3" HIGH DENSITY PE PIPE - BORED						**This Change:**	$-33,200.00
	Supplemental Description 1:								**Prev Revised:**	$72,000.00
	Supplemental Description 2:								**Final Amount:**	$38,800.00
									Bid Contract:	$72,000.00
									Net Change:	$-33,200.00
									PCT Change:	-46.11 %
	Explanations:		Field-measured asbuilt quantity. Overrun to trenched conduit offset with underrun to bored pipe due to conditions encountered in the field.							
33955(04)	0790	0300	803(A)1210	EA	$1,600.00	6.00	6.00	0.00	6.00	
	Item Description:		PULL BOX(SIZE I)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$9,600.00
	Supplemental Description 2:								**Final Amount:**	$9,600.00
									Bid Contract:	$9,600.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0800	0300	803(A)1220	EA	$2,000.00	2.00	2.00	0.00	2.00	
	Item Description:		PULL BOX(SIZE II)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$4,000.00
	Supplemental Description 2:								**Final Amount:**	$4,000.00
									Bid Contract:	$4,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0810	0300	804(A)2200	CY	$1,200.00	25.90	25.90	0.00	25.90	
	Item Description:		STRUCTURAL CONCRETE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$31,080.00
	Supplemental Description 2:								**Final Amount:**	$31,080.00
									Bid Contract:	$31,080.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0820	0300	804(B)2300	LB	$3.00	3,734.00	3,734.00	-62.00	3,672.00	
	Item Description:		REINFORCING STEEL						**This Change:**	$-186.00
	Supplemental Description 1:								**Prev Revised:**	$11,202.00
	Supplemental Description 2:								**Final Amount:**	$11,016.00
									Bid Contract:	$11,202.00
									Net Change:	$-186.00
									PCT Change:	-1.66 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0830	0300	805(A)3256	LSUM	$15,000.00	1.00	1.00	0.00	1.00	
	Item Description:		(PL)REMOVAL OF TRAFFIC SIGNAL EQUIPMENT						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$15,000.00
	Supplemental Description 2:								**Final Amount:**	$15,000.00
									Bid Contract:	$15,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0840	0300	806(A)4240	EA	$32,000.00	1.00	1.00	0.00	1.00	
	Item Description:		32'MH POLE 25'TS & 10'LMA(G.STL.)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$32,000.00
	Supplemental Description 2:								**Final Amount:**	$32,000.00
									Bid Contract:	$32,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0850	0300	806(A)4248	EA	$35,000.00	1.00	1.00	0.00	1.00	
	Item Description:		32'MH POLE 35'TS & 10'LMA(G.STL.)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$35,000.00
	Supplemental Description 2:								**Final Amount:**	$35,000.00
									Bid Contract:	$35,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0860	0300	806(A)4252	EA	$37,000.00	3.00	3.00	0.00	3.00	
	Item Description:		32'MH POLE 40'TS & 10'LMA(G.STL.)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$111,000.00
	Supplemental Description 2:								**Final Amount:**	$111,000.00
									Bid Contract:	$111,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0870	0300	806(A)4256	EA	$57,000.00	2.00	2.00	0.00	2.00	
	Item Description:		32'MH POLE 45'TS & 10'LMA(G.STL.)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$114,000.00
	Supplemental Description 2:								**Final Amount:**	$114,000.00
									Bid Contract:	$114,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0880	0300	806(A)4332	EA	$55,000.00	1.00	1.00	0.00	1.00	
	Item Description:		POLE & 50' TS MST.ARM(G.STL.)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$55,000.00
	Supplemental Description 2:								**Final Amount:**	$55,000.00
									Bid Contract:	$55,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0890	0300	806(B)4408	EA	$2,500.00	9.00	9.00	0.00	9.00	
	Item Description:		10' MTG.HT.TS PED.POLE(G.STL.)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$22,500.00
	Supplemental Description 2:								**Final Amount:**	$22,500.00
									Bid Contract:	$22,500.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0900	0300	809(A)7200	EA	$600.00	7.00	7.00	0.00	7.00	
	Item Description:		ROADWAY LUMINAIRE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$4,200.00
	Supplemental Description 2:								**Final Amount:**	$4,200.00
									Bid Contract:	$4,200.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0910	0300	810(A)8200	EA	$3,000.00	2.00	2.00	0.00	2.00	
	Item Description:		SERVICE POLE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$6,000.00
	Supplemental Description 2:								**Final Amount:**	$6,000.00
									Bid Contract:	$6,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0920	0300	811 9120	LF	$4.00	400.00	400.00	0.00	400.00	
	Item Description:		1/C NO.6 ELECT.COND.						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$1,600.00
	Supplemental Description 2:								**Final Amount:**	$1,600.00
									Bid Contract:	$1,600.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0930	0300	811 9130	LF	$3.00	2,135.00	2,135.00	0.00	2,135.00	
	Item Description:		1/C NO.10 ELECT.COND.						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$6,405.00
	Supplemental Description 2:								**Final Amount:**	$6,405.00
									Bid Contract:	$6,405.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0940	0300	825 8100	EA	$65,000.00	2.00	2.00	0.00	2.00	
	Item Description:		TRAFFIC SIGNAL CONTROLLER ASSEMBLY						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$130,000.00
	Supplemental Description 2:								**Final Amount:**	$130,000.00
									Bid Contract:	$130,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	0950	0300	828 0100	LSUM	$110,000.00	1.00	1.00	0.00	1.00	
	Item Description:		(PL)DETECTION SYSTEM (VIDEO)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$110,000.00
	Supplemental Description 2:								**Final Amount:**	$110,000.00
									Bid Contract:	$110,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0960	0300	830 2100	EA	$1,500.00	16.00	16.00	0.00	16.00	
	Item Description:		PEDESTRIAN PUSH BUTTON						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$24,000.00
	Supplemental Description 2:								**Final Amount:**	$24,000.00
									Bid Contract:	$24,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0970	0300	831 3116	EA	$1,000.00	16.00	16.00	0.00	16.00	
	Item Description:		1WAY2SEC.ADJ.PED.SIG.HD.S-20						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$16,000.00
	Supplemental Description 2:								**Final Amount:**	$16,000.00
									Bid Contract:	$16,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0980	0300	831 3120	EA	$1,100.00	16.00	16.00	0.00	16.00	
	Item Description:		1WAY3SEC.ADJ.SIG.HD.S-6						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$17,600.00
	Supplemental Description 2:								**Final Amount:**	$17,600.00
									Bid Contract:	$17,600.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	0990	0300	831 3144	EA	$1,500.00	6.00	6.00	0.00	6.00	
	Item Description:		1WAY4SEC.ADJ.SIG.HD.S-13						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$9,000.00
	Supplemental Description 2:								**Final Amount:**	$9,000.00
									Bid Contract:	$9,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	1000	0300	831 3156	EA	$1,800.00	2.00	2.00	0.00	2.00	
	Item Description:		1WAY5SEC.ADJ.SIG.HD.S-19						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$3,600.00
	Supplemental Description 2:								**Final Amount:**	$3,600.00
									Bid Contract:	$3,600.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	1010	0300	833 5100	EA	$500.00	24.00	24.00	0.00	24.00	
	Item Description:		BACKPLATE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$12,000.00
	Supplemental Description 2:								**Final Amount:**	$12,000.00
									Bid Contract:	$12,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	1020	0300	834(A)6205	LF	$5.00	2,135.00	2,135.00	0.00	2,135.00	
	Item Description:		5/C TRAFFIC SIGNAL ELECTRICAL CABLE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$10,675.00
	Supplemental Description 2:								**Final Amount:**	$10,675.00
									Bid Contract:	$10,675.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	1030	0300	834(A)6210	LF	$6.00	475.00	475.00	0.00	475.00	
	Item Description:		7/C TRAFFIC SIGNAL ELECTRICAL CABLE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$2,850.00
	Supplemental Description 2:								**Final Amount:**	$2,850.00
									Bid Contract:	$2,850.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	1040	0300	834(A)6235	LF	$13.00	1,070.00	1,070.00	0.00	1,070.00	
	Item Description:		21/C TRAFFIC SIGNAL ELECTRICAL CABLE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$13,910.00
	Supplemental Description 2:								**Final Amount:**	$13,910.00
									Bid Contract:	$13,910.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	1050	0300	834(B)6300	LF	$5.00	2,225.00	2,225.00	0.00	2,225.00	
	Item Description:		2/C SHIELDED LOOP DETECTOR LEAD-IN CABLE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$11,125.00
	Supplemental Description 2:								**Final Amount:**	$11,125.00
									Bid Contract:	$11,125.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	1060	0300	840(B)0300	EA	$1,500.00	6.00	6.00	0.00	6.00	
	Item Description:		E.P.S. OPTICAL DETECTOR						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$9,000.00
	Supplemental Description 2:								**Final Amount:**	$9,000.00
									Bid Contract:	$9,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	1070	0300	840(C)0400	LF	$5.00	1,100.00	1,100.00	0.00	1,100.00	
	Item Description:		E.P.S. OPTICAL DETECTOR CABLE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$5,500.00
	Supplemental Description 2:								**Final Amount:**	$5,500.00
									Bid Contract:	$5,500.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	1080	0300	840(D)0500	EA	$4,000.00	3.00	3.00	0.00	3.00	
	Item Description:		E.P.S. 2 CHANNEL PHASE SELECTOR						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$12,000.00
	Supplemental Description 2:								**Final Amount:**	$12,000.00
									Bid Contract:	$12,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	1090	0300	850(C)1400	SF	$100.00	95.00	95.00	96.00	191.00	
	Item Description:		MAST ARM MOUNTED SIGNS(ALUM.)						**This Change:**	$9,600.00
	Supplemental Description 1:								**Prev Revised:**	$9,500.00
	Supplemental Description 2:								**Final Amount:**	$19,100.00
									Bid Contract:	$9,500.00
									Net Change:	$9,600.00
									PCT Change:	101.05 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	1100	0300	890 1100	LSUM	$35,000.00	1.00	1.00	0.00	1.00	
	Item Description:		(PL)TRAFFIC ITEMS						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$35,000.00
	Supplemental Description 2:								**Final Amount:**	$35,000.00
									Bid Contract:	$35,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	1110	0301	805(D)3528	EA	$300.00	12.00	12.00	-12.00	0.00	
	Item Description:		(PL)REMOVE & RESET EXISTING SIGNS						**This Change:**	$-3,600.00
	Supplemental Description 1:								**Prev Revised:**	$3,600.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$3,600.00
									Net Change:	$-3,600.00
									PCT Change:	-100 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	1120	0301	836 7100	EA	$10.00	53.00	53.00	-53.00	0.00	
	Item Description:		REGULATORY OR WARNING SIGN ASSEMBLY						**This Change:**	$-530.00
	Supplemental Description 1:								**Prev Revised:**	$530.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$530.00
									Net Change:	$-530.00
									PCT Change:	-100 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	1130	0301	850(A)1200	SF	$30.00	250.00	250.00	-13.21	236.79	
	Item Description:		SHEET ALUMINUM SIGNS						**This Change:**	$-396.30
	Supplemental Description 1:								**Prev Revised:**	$7,500.00
	Supplemental Description 2:								**Final Amount:**	$7,103.70
									Bid Contract:	$7,500.00
									Net Change:	$-396.30
									PCT Change:	-5.28 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	1140	0301	851(C)2405	LF	$15.00	8.00	8.00	-8.00	0.00	
	Item Description:		1 1/2" SQUARE TUBE POST						**This Change:**	$-120.00
	Supplemental Description 1:								**Prev Revised:**	$120.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$120.00
									Net Change:	$-120.00
									PCT Change:	-100 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	1150	0301	851(C)2410	LF	$15.00	326.00	326.00	60.09	386.09	
	Item Description:		1 3/4" SQUARE TUBE POST						**This Change:**	$901.35
	Supplemental Description 1:								**Prev Revised:**	$4,890.00
	Supplemental Description 2:								**Final Amount:**	$5,791.35
									Bid Contract:	$4,890.00
									Net Change:	$901.35
									PCT Change:	18.43 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	1160	0301	851(C)2415	LF	$15.00	93.00	93.00	-10.50	82.50	
	Item Description:		2" SQUARE TUBE POST						**This Change:**	$-157.50
	Supplemental Description 1:								**Prev Revised:**	$1,395.00
	Supplemental Description 2:								**Final Amount:**	$1,237.50
									Bid Contract:	$1,395.00
									Net Change:	$-157.50
									PCT Change:	-11.29 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	1170	0301	855(A)7200	LF	$1.00	26,600.00	7,378.00	767.00	8,145.00	
	Item Description:		TRAFFIC STRIPE(PLASTIC)(4" WIDE)						**This Change:**	$767.00
	Supplemental Description 1:								**Prev Revised:**	$7,378.00
	Supplemental Description 2:								**Final Amount:**	$8,145.00
									Bid Contract:	$26,600.00
									Net Change:	$-18,455.00
									PCT Change:	-69.37 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	1180	0301	855(A)7216	LF	$17.00	490.00	490.00	74.00	564.00	
	Item Description:		TRAFFIC STRIPE(PLASTIC)(24" WIDE)						**This Change:**	$1,258.00
	Supplemental Description 1:								**Prev Revised:**	$8,330.00
	Supplemental Description 2:								**Final Amount:**	$9,588.00
									Bid Contract:	$8,330.00
									Net Change:	$1,258.00
									PCT Change:	15.10 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	1190	0301	855(B)7304	EA	$150.00	59.00	17.00	6.00	23.00	
	Item Description:		TRAFFIC STRIPE(PLASTIC)(ARROWS)						**This Change:**	$900.00
	Supplemental Description 1:								**Prev Revised:**	$2,550.00
	Supplemental Description 2:								**Final Amount:**	$3,450.00
									Bid Contract:	$8,850.00
									Net Change:	$-5,400.00
									PCT Change:	-61.01 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	1200	0302	880(B)6300	SD	$0.50	7,000.00	7,000.00	2,563.00	9,563.00	
	Item Description:		CONSTRUCTION SIGNS 0 TO 6.25 SF						**This Change:**	$1,281.50
	Supplemental Description 1:								**Prev Revised:**	$3,500.00
	Supplemental Description 2:								**Final Amount:**	$4,781.50
									Bid Contract:	$3,500.00
									Net Change:	$1,281.50
									PCT Change:	36.61 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
33955(04)	1210	0302	880(B)6310	SD	$1.00	3,500.00	3,500.00	15,266.00	18,766.00	
	Item Description:		CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF						**This Change:**	$15,266.00
	Supplemental Description 1:								**Prev Revised:**	$3,500.00
	Supplemental Description 2:								**Final Amount:**	$18,766.00
									Bid Contract:	$3,500.00
									Net Change:	$15,266.00
									PCT Change:	436.17 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
33955(04)	1220	0302	880(B)6320	SD	$3.00	500.00	500.00	11,026.00	11,526.00	
	Item Description:		CONSTRUCTION SIGNS 16.0 SF TO 32.99 SF						**This Change:**	$33,078.00
	Supplemental Description 1:								**Prev Revised:**	$1,500.00
	Supplemental Description 2:								**Final Amount:**	$34,578.00
									Bid Contract:	$1,500.00
									Net Change:	$33,078.00
									PCT Change:	2205 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
33955(04)	1230	0302	880(C)6410	SD	$0.40	11,500.00	11,500.00	6,057.00	17,557.00	
	Item Description:		CONSTRUCTION BARRICADES(TYPE III)						**This Change:**	$2,422.80
	Supplemental Description 1:								**Prev Revised:**	$4,600.00
	Supplemental Description 2:								**Final Amount:**	$7,022.80
									Bid Contract:	$4,600.00
									Net Change:	$2,422.80
									PCT Change:	52.66 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
33955(04)	1240	0302	880(E)6600	SD	$0.15	20,000.00	20,000.00	26,229.00	46,229.00	
	Item Description:		WARNING LIGHTS(TYPE A)						**This Change:**	$3,934.35
	Supplemental Description 1:								**Prev Revised:**	$3,000.00
	Supplemental Description 2:								**Final Amount:**	$6,934.35

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
									Bid Contract:	$3,000.00
									Net Change:	$3,934.35
									PCT Change:	131.14 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
33955(04)	1250	0302	880(F)6700	SD	$0.75	15,000.00	15,000.00	-8,306.00	6,694.00	
	Item Description:		DRUMS						**This Change:**	$-6,229.50
	Supplemental Description 1:								**Prev Revised:**	$11,250.00
	Supplemental Description 2:								**Final Amount:**	$5,020.50
									Bid Contract:	$11,250.00
									Net Change:	$-6,229.50
									PCT Change:	-55.37 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
33955(04)	1260	0302	880(G)6800	SD	$0.75	65,000.00	65,000.00	28,819.00	93,819.00	
	Item Description:		TUBE CHANNELIZERS						**This Change:**	$21,614.25
	Supplemental Description 1:								**Prev Revised:**	$48,750.00
	Supplemental Description 2:								**Final Amount:**	$70,364.25
									Bid Contract:	$48,750.00
									Net Change:	$21,614.25
									PCT Change:	44.33 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
33955(04)	1270	0302	880(I)7000	SD	$200.00	100.00	100.00	-30.00	70.00	
	Item Description:		FLAGGER						**This Change:**	$-6,000.00
	Supplemental Description 1:								**Prev Revised:**	$20,000.00
	Supplemental Description 2:								**Final Amount:**	$14,000.00
									Bid Contract:	$20,000.00
									Net Change:	$-6,000.00
									PCT Change:	-30.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
33955(04)	1280	0600	642(B)3300	LSUM	$87,000.00	1.00	1.00	0.00	1.00	
	Item Description:		CONSTRUCTION STAKING LEVEL II						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$87,000.00
	Supplemental Description 2:								**Final Amount:**	$87,000.00
									Bid Contract:	$87,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	1290	0640	220 1100	LSUM	$15,000.00	1.00	1.00	0.00	1.00	
	Item Description:		SWPPP DOCUMENTATION AND MANAGEMENT						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$15,000.00
	Supplemental Description 2:								**Final Amount:**	$15,000.00
									Bid Contract:	$15,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	1300	0640	641 2100	LSUM	$375,000.00	1.00	1.00	0.00	1.00	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
	Item Description:		MOBILIZATION						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$375,000.00
	Supplemental Description 2:								**Final Amount:**	$375,000.00
									Bid Contract:	$375,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8000	0101	104 3140	LF	$618.00	0.00	280.00	0.00	280.00	
	Item Description:		CONSTRUCTION MISCELLANEOUS						**This Change:**	$0.00
	Supplemental Description 1:		Open Cut Installation of Steel Waterline Casings						**Prev Revised:**	$173,040.00
	Supplemental Description 2:								**Final Amount:**	$173,040.00
									Bid Contract:	$0.00
									Net Change:	$173,040.00
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8001	0302	857(A)9200	LF	$0.20	0.00	7,500.00	16,374.00	23,874.00	
	Item Description:		CONSTRUCTION TRAFF.STR.(PAINT)(4" WIDE)						**This Change:**	$3,274.80
	Supplemental Description 1:								**Prev Revised:**	$1,500.00
	Supplemental Description 2:								**Final Amount:**	$4,774.80
									Bid Contract:	$0.00
									Net Change:	$4,774.80
									PCT Change:	100.00 %
	Explanations:		Overrun due to phasing and additional traffic shifts. Construction traffic stripe used in lieu of removable marking tape in multiple phases.							
33955(04)	8002	0302	857(C)9400	LF	$2.04	0.00	7,500.00	-2,879.00	4,621.00	
	Item Description:		REMOVABLE PAVEMENT MARKING TAPE(4" WIDE)						**This Change:**	$-5,873.16
	Supplemental Description 1:								**Prev Revised:**	$15,300.00
	Supplemental Description 2:								**Final Amount:**	$9,426.84
									Bid Contract:	$0.00
									Net Change:	$9,426.84
									PCT Change:	100.00 %
	Explanations:		Underrun due to phasing and the use of construction traffic stripe in lieu of removable marking tape.							
33955(04)	8003	0302	857(F)9700	LF	$0.39	0.00	15,000.00	4,418.00	19,418.00	
	Item Description:		PAVEMENT MRKNG.REMOVAL(TRAF.STRP)						**This Change:**	$1,723.02
	Supplemental Description 1:								**Prev Revised:**	$5,850.00
	Supplemental Description 2:								**Final Amount:**	$7,573.02
									Bid Contract:	$0.00
									Net Change:	$7,573.02
									PCT Change:	100.00 %
	Explanations:		Overrun due to phasing and additional traffic shifts. See explanation on item 8001.							
33955(04)	8004	0302	880(N)7500	LSUM	$176,244.42	0.00	1.00	0.00	1.00	
	Item Description:		(SP) TEMP. TRAFF. SIGNAL SPAN WIRE EQUIP						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$176,244.42
	Supplemental Description 2:								**Final Amount:**	$176,244.42
									Bid Contract:	$0.00
									Net Change:	$176,244.42
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8006	0100	510(C)1420	SY	$650.00	0.00	4.00	0.44	4.44	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
	Item Description:		SLOPE WALL (4")						**This Change:**	$286.00
	Supplemental Description 1:								**Prev Revised:**	$2,600.00
	Supplemental Description 2:								**Final Amount:**	$2,886.00
									Bid Contract:	$0.00
									Net Change:	$2,886.00
									PCT Change:	100.00 %
	Explanations:		Overrun to item due to increased width of wall as required by field conditions.							
33955(04)	8007	0101	616(D)2800	EA	$800.00	0.00	17.00	0.00	17.00	
	Item Description:		STANDARD VALVE BOX						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$13,600.00
	Supplemental Description 2:								**Final Amount:**	$13,600.00
									Bid Contract:	$0.00
									Net Change:	$13,600.00
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8008	0101	615(A)1220	LF	$169.10	0.00	200.00	22.00	222.00	
	Item Description:		8" POLYVINYL CHLORIDE (PVC) PIPE						**This Change:**	$3,720.20
	Supplemental Description 1:								**Prev Revised:**	$33,820.00
	Supplemental Description 2:								**Final Amount:**	$37,540.20
									Bid Contract:	$0.00
									Net Change:	$37,540.20
									PCT Change:	100.00 %
	Explanations:		overrun required to tie into existing waterline at multiple crossings.							
33955(04)	8009	0101	616(I)3327	LF	$255.00	0.00	132.00	0.00	132.00	
	Item Description:		18" STEEL CASING						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$33,660.00
	Supplemental Description 2:								**Final Amount:**	$33,660.00
									Bid Contract:	$0.00
									Net Change:	$33,660.00
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8010	0100	613(EE)5976	LF	$-3.15	0.00	302.50	434.00	736.50	
	Item Description:		(SP) 30" CORRUGATED POLYPROPYLENE PIPE						**This Change:**	$-1,367.10
	Supplemental Description 1:		Revised Amount due to Significant Overrun						**Prev Revised:**	$-952.87
	Supplemental Description 2:								**Final Amount:**	$-2,319.97
									Bid Contract:	$0.00
									Net Change:	$-2,319.97
									PCT Change:	100.00 %
	Explanations:		This item is a price reduction on the quantity over 125% of the original plan quantity, see item 0400.							
33955(04)	8011	0100	613(EE)5984	LF	$-4.35	0.00	731.00	-5.00	726.00	
	Item Description:		(SP) 42" CORRUGATED POLYPROPYLENE PIPE						**This Change:**	$21.75
	Supplemental Description 1:		Revised Amount due to Significant Overrun						**Prev Revised:**	$-3,179.85
	Supplemental Description 2:								**Final Amount:**	$-3,158.10
									Bid Contract:	$0.00
									Net Change:	$-3,158.10
									PCT Change:	100.00 %
	Explanations:		This item is a price reduction on the quantity over 125% of the original plan quantity, see item 0410.							
33955(04)	8012	0100	611(B)7320	VF	$750.00	0.00	2.31	0.00	2.31	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
	Item Description:		ADD'L.DEPTH IN MANHOLE (8' DIA.)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$1,732.50
	Supplemental Description 2:								**Final Amount:**	$1,732.50
									Bid Contract:	$0.00
									Net Change:	$1,732.50
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8013	0100	611(B)7310	VF	$400.00	0.00	3.96	0.00	3.96	
	Item Description:		ADD'L.DEPTH IN MANHOLE (6' DIA.)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$1,584.00
	Supplemental Description 2:								**Final Amount:**	$1,584.00
									Bid Contract:	$0.00
									Net Change:	$1,584.00
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8014	0100	611(H)0400	VF	$350.00	0.00	8.31	0.00	8.31	
	Item Description:		ADDITIONAL DEPTH IN INLET						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$2,908.50
	Supplemental Description 2:								**Final Amount:**	$2,908.50
									Bid Contract:	$0.00
									Net Change:	$2,908.50
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8015	0100	611(H)0824	VF	$700.00	0.00	5.04	0.00	5.04	
	Item Description:		ADD'L DEPTH IN INLET W/LJB, CI, DES 2(B)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$3,528.00
	Supplemental Description 2:								**Final Amount:**	$3,528.00
									Bid Contract:	$0.00
									Net Change:	$3,528.00
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8016	0100	611(H)0696	VF	$800.00	0.00	14.54	0.00	14.54	
	Item Description:		ADD'L DEPTH IN INLET CDI RCP DES. 5						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$11,632.00
	Supplemental Description 2:								**Final Amount:**	$11,632.00
									Bid Contract:	$0.00
									Net Change:	$11,632.00
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8018	0101	616(O)3985	EA	$700.00	0.00	6.00	-2.00	4.00	
	Item Description:		6" 45 DEGREE FITTING						**This Change:**	$-1,400.00
	Supplemental Description 1:								**Prev Revised:**	$4,200.00
	Supplemental Description 2:								**Final Amount:**	$2,800.00
									Bid Contract:	$0.00
									Net Change:	$2,800.00
									PCT Change:	100.00 %
	Explanations:		Waterline elevations did not require the use of additional fittings.							
33955(04)	8019	0101	616(K)3512	EA	$600.00	0.00	2.00	0.00	2.00	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
	Item Description:		6" SOLID SLEEVE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$1,200.00
	Supplemental Description 2:								**Final Amount:**	$1,200.00
									Bid Contract:	$0.00
									Net Change:	$1,200.00
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8020	0101	616(R)4332	EA	$700.00	0.00	1.00	0.00	1.00	
	Item Description:		8" X 6" REDUCER						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$700.00
	Supplemental Description 2:								**Final Amount:**	$700.00
									Bid Contract:	$0.00
									Net Change:	$700.00
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8021	0101	616(N)3800	EA	$1,500.00	0.00	3.00	0.00	3.00	
	Item Description:		SERVICE CONNECTION (SHORT)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$4,500.00
	Supplemental Description 2:								**Final Amount:**	$4,500.00
									Bid Contract:	$0.00
									Net Change:	$4,500.00
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8022	0100	611(H)0416	VF	$650.00	0.00	0.32	0.00	0.32	
	Item Description:		ADD'L DEPTH IN INLET CI DES. 2B						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$208.00
	Supplemental Description 2:								**Final Amount:**	$208.00
									Bid Contract:	$0.00
									Net Change:	$208.00
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8024	0101	616(G)3105	EA	$800.00	0.00	1.00	0.00	1.00	
	Item Description:		FIRE HYDRANT EXTENSION						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$800.00
	Supplemental Description 2:								**Final Amount:**	$800.00
									Bid Contract:	$0.00
									Net Change:	$800.00
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8025	0100	611(H)0924	VF	$700.00	0.00	4.51	0.00	4.51	
	Item Description:		ADD'L DEPTH IN INLET W/SJB, CI, DES 2(B)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$3,157.00
	Supplemental Description 2:								**Final Amount:**	$3,157.00
									Bid Contract:	$0.00
									Net Change:	$3,157.00
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8026	0100	611(H)0704	VF	$850.00	0.00	0.37	0.00	0.37	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
	Item Description:		ADD'L DEPTH IN INLET CDI RCP DES. 7						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$314.50
	Supplemental Description 2:								**Final Amount:**	$314.50
									Bid Contract:	$0.00
									Net Change:	$314.50
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8027	0100	104 3140	LF	$224.02	0.00	50.00	0.00	50.00	
	Item Description:		CONSTRUCTION MISCELLANEOUS						**This Change:**	$0.00
	Supplemental Description 1:		15 inch Trench Grate						**Prev Revised:**	$11,201.00
	Supplemental Description 2:								**Final Amount:**	$11,201.00
									Bid Contract:	$0.00
									Net Change:	$11,201.00
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8028	0100	509(D)0500	CY	$435.00	0.00	6.50	-2.14	4.36	
	Item Description:		CLASS C CONCRETE						**This Change:**	$-930.90
	Supplemental Description 1:		Class C Concrete was originally omitted on contract						**Prev Revised:**	$2,827.50
	Supplemental Description 2:								**Final Amount:**	$1,896.60
									Bid Contract:	$0.00
									Net Change:	$1,896.60
									PCT Change:	100.00 %
	Explanations:		Dimensions required for the concrete flumes at each structure were less than originally expected at the time of the change order.							
33955(04)	8029	0301	856(A)8200	LF	$1.00	0.00	19,222.00	-5,556.00	13,666.00	
	Item Description:		TRAFFIC STRIPE(MULTI-POLY.)(4" WIDE)						**This Change:**	$-5,556.00
	Supplemental Description 1:								**Prev Revised:**	$19,222.00
	Supplemental Description 2:								**Final Amount:**	$13,666.00
									Bid Contract:	$0.00
									Net Change:	$13,666.00
									PCT Change:	100.00 %
	Explanations:		The change order quantity was based off the original plan quantity minus the installed to date quantity of item 1170. The final quantity required was an underrun to the original plan quantity.							
33955(04)	8030	0301	856(A)8216	LF	$17.00	0.00	965.00	-194.00	771.00	
	Item Description:		TRAFFIC STRIPE(MULTI-POLY.)(24" WIDE)						**This Change:**	$-3,298.00
	Supplemental Description 1:								**Prev Revised:**	$16,405.00
	Supplemental Description 2:								**Final Amount:**	$13,107.00
									Bid Contract:	$0.00
									Net Change:	$13,107.00
									PCT Change:	100.00 %
	Explanations:		Anticipated quantities not required at school entrances on the south side of Albany.							
33955(04)	8031	0301	856(B)8304	EA	$150.00	0.00	46.00	-7.00	39.00	
	Item Description:		TRAFFIC STRIPE(MULTI-POLY.)(ARROWS)						**This Change:**	$-1,050.00
	Supplemental Description 1:								**Prev Revised:**	$6,900.00
	Supplemental Description 2:								**Final Amount:**	$5,850.00
									Bid Contract:	$0.00
									Net Change:	$5,850.00
									PCT Change:	100.00 %
	Explanations:		Arrows were not required at South 12th Street. Additionally, the contractor installed extra arrows under Item 1190, which were anticipated at the time of the change order to be included under Item 8031.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
33955(04)	8032	0900	104 3220	LSUM	$28,583.00	0.00	1.00	0.00	1.00	
	Item Description:		CONSTRUCTION MISCELLANEOUS						**This Change:**	$0.00
	Supplemental Description 1:		Compensation for Unused Structures						**Prev Revised:**	$28,583.00
	Supplemental Description 2:								**Final Amount:**	$28,583.00
									Bid Contract:	$0.00
									Net Change:	$28,583.00
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
33955(04)	8033	0100	509(B)0300	CY	$110.00	0.00	71.25	0.00	71.25	
	Item Description:		CLASS A CONCRETE						**This Change:**	$0.00
	Supplemental Description 1:		Cost Adjustment due to significant underrun.						**Prev Revised:**	$7,837.50
	Supplemental Description 2:								**Final Amount:**	$7,837.50
									Bid Contract:	$0.00
									Net Change:	$7,837.50
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							

TOTAL VALUE FOR CHANGE ORDER 007 : $-34,323.63

Contract ID	220326	Primary County	TULSA	Primary PCN	33955(04)
Change Order Nbr	007	Project	STP-272F(367)IG		

Prime Contractor's Section

As the duly authorized representative of BECCO CONTRACTORS, INC., contractor for the above referenced project, I affirm that I have reviewed the above and foregoing prices, quantities and days for the changed or additional work, and I agree that the quantities and prices as are herein listed and the extension of time to perform the change or additional work as shown above will adequately compensate the contractor for the changed or additional work. I understand that the quantities as listed above are estimated and may be subject to revision upon audit of the project. I further understand that the change order/supplemental agreement fully compensates the contractor for the changed or additional work and is in lieu of cost accounting for the work actually performed or submission of a claim as provided by the standard specifications for highway construction and special provisions to the contract.

Carol S. Smith — *Signature*

CAROL S. SMITH — *Name(Printed)*

PRESIDENT — *Company Title*

Subscribed and sworn before me this 6TH day of MARCH year of 2026

My commission expires AUGUST 4, 2026

AARON J WILCOX NOTARY #22010578 EXP. 08/04/2026 PUBLIC STATE OF OKLAHOMA

Notary Public

22010578 — *Commission Number*

Oklahoma Department of Transportation Section

The prices for the additional items have been compared with other contract prices and are a fair amount for the work involved.
Respectfully requested by:

	Department Personnel	Approval Date
Residency Administration(R)	Reed, Lucas Cole	
Field Division Administration(R)	Parks, Trapper	
Construction Administration(R)	Leonard, John B.	
Central Office Administration(R)	Davis, Shawn	

P.E. Seal: LICENSED PROFESSIONAL ENGINEER — LUCAS REED — 24009 — OKLAHOMA

Signature

Contract ID	220326	Primary County	TULSA	Primary PCN	33955(04)
Change Order Nbr	007	Project	STP-272F(367)IG		

Local Government Section

I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.

Michael Spurgeon, City Manager

Date Acknowledged

Curtis Green, City Clerk

3/16/2026

Nathanael Kohl, Construction Division Manager

3/16/2026

Charlie Bright, Director, Engineering & Construction Department

Travis Small, Acting Director signing for Charlie Bright

Kenneth D. Schwab 3-16-26

Kenneth Schwab, Assistant City Manager, Operations

City of Broken Arrow

Request for Action

File #: 26-421, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Approval of and authorization to execute Agreement for Professional Consulting Services with Cross Timbers Consulting for the design of drainage improvement plans in the Tucson Village II Subdivision (Project Number SW26200)

Background:
Citizens along East Winston Street in the Tucson Village Subdivision are experiencing excessive runoff and erosion along their property.

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

Funds for this contract are 2018 General Obligation Bond Proposition 6 funds and were recommended by the Drainage Advisory Committee and approved by Council.

This area flows to the Broken Arrow Creek Watershed.

Cost: $58,930.00

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: 20260317-TucsonVillageAgreement.Legalsigned-SW26200

Recommendation:
Approve and authorize execution of Agreement for Professional Services with Cross Timbers Consulting for the design of drainage improvement plans in the Tucson Village II Subdivision (Project Number SW26200)

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CROSS TIMBERS CONSULTING
FOR
TUCSON VILLAGE DRAINAGE IMPROVEMENTS
PROJECT SW26200

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Cross Timbers Consulting, (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to mitigate stormwater flows from an undeveloped lot that flows onto private property (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

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

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

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

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

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

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

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction

unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

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

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

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

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

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

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

ARTICLE 16 - DELAY IN PERFORMANCE
Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

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

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

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

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

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

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

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

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that they:

24.1.1 Have complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and

Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and

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

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

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

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

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

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

ARTICLE 26 - COMMUNICATIONS

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

OWNER: City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Mr. Charlie Bright, P.E.
Director of Engineering and Construction

CONSULTANT: Cross Timbers Consulting, LLC
P.O.Box 67 Alex, OK 74003
918.348.9916

Contact Name: Rachael Cooper, P.E.
Managing Director

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

ARTICLE 27 – ELECTRONIC SIGNATURES

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

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: _____

Arledge & Associates PC

CONSULTANT:
Cross Timbers Consulting, LLC

By: Thomas Edwards
Thomas Edwards, President

Date: 3/9/26

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: _____
Officials Full Name, Office

Date: 3/16/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of McClain)

Before me, a Notary Public, on this 9th day of March, 2026, personally appeared Thomas Edwards, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Cross Timbers Consulting, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
8/23/28

Megan Hightower
Notary Public

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
TUCSON VILLAGE DRAINAGE IMPROVEMENTS
PROJECT SW26200

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 24th day of March, 2026.

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the stormwater mitigation caused by stormwater flow from an undeveloped area located south of the Tuscon Village Subdivision of Broken Arrow. These documents shall include, but not be limited to, the following: construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

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.

2.0 PROJECT SCOPE

2.1 CONSULTANT shall perform survey services, prepare construction and bid plans necessary to properly mitigate the stormwater flows from an offsite lot that discharge onto the neighborhood.

2.2 CONSULTANT shall provide temporary easement and drainage easement exhibits. The OWNER will be responsible for all filing and associated fees.

2.3 OWNER shall provide existing hydrology reports, plans, and any other pertinent flow data for this project.

2.4 CONSULTANT shall provide consulting services as follows:
Survey Services and Coordination
Construction Plans
Bid Plans & Assistance

2.5 Assistance during construction services, including the review of construction submittals and response to RFIs will be negotiated at a later date if required by the OWNER.

2.6 Neither OWNER nor CONSULTANT will perform utility potholing. Any impacts to existing utility facilities within the right-of-way will be the responsibility of the OWNER.

3.0 SCOPE OF SERVICES

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

3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
3.1.4 Meet with the Owner to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.

3.2 CONCEPTUAL DESIGN PHASE (30%): Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.2.1 Evaluate existing drainage system, capacity and conditions. Provide conceptual plan schematics for stormwater mitigation.
3.2.2 Prepare Topographic/Land survey.
3.2.3 Prepare a budgetary cost estimate for the proposed improvements.
3.2.4 Submit one (1) PDF copy of the conceptual design for review by the OWNER
3.2.5 The Conceptual Design Phase submittal shall include:
-Land Survey
-Conceptual (30%) Plans
-Conceptual (30%) Cost Estimate

3.3 PRELIMINARY DESIGN PHASE (60%): Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.3.1 Prepare preliminary (60%) drawings for proposed construction.
3.3.2 Prepare easement documents.
3.3.3 Prepare preliminary (60%) construction cost estimate.
3.3.4 Attend one (1) meeting to review preliminary (60%) plans.
3.3.5 Submit one (1) PDF copy of preliminary (60%) construction plans and cost estimate, to the OWNER for distribution and review.

3.4 FINAL DESIGN PHASE (100%): Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.3.1 Prepare final (100%) drawings for proposed construction.
3.3.2 Prepare final (100%) construction cost estimate.

3.3.3 Attend meeting to review final (100%) plans.
3.3.4 Submit one (1) PDF copy of final (100%) construction plans and cost estimate, to the OWNER for distribution and review.

3.4 BID DOCUMENTS.

3.4.1 Incorporate final design review comments and furnish one (1) complete set of full-size drawings and contract documents, one (1) unbound set of reduced-size (11" x 17") drawings, and one (1) set of final drawings on electronic media (AutoCAD 2013 or earlier version), and one (1) master set of final specifications on electronic media and paper.

3.5 BID ASSISTANCE PHASE:

3.5.1 Answer questions from prospective bidders that are forwarded to the A/E from the City.

3.6 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.

3.7 RECORD DRAWINGS.

3.7.1 Upon completion of construction, the CONSULTANT will incorporate the contractor's red-line markups of the construction drawings and submit one (1) set of record drawings on electronic media (AutoCAD 2024 or earlier version).

ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
TUCSON VILLAGE DRAINAGE IMPROVEMENTS
PROJECT SW26200

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the 24th day of March, 2026.

1.0 **CONSEPTUAL PLANS:** The CONSULTANT shall submit in-full, conceptual (30%) plans, specification, and cost estimate in accordance with City requirements.

2.0 **PRELIMINARY PLANS:** The CONSULTANT shall submit in-full, preliminary (60%) plans, specifications, and cost estimate in accordance with City requirements.

3.0 **FINAL PLANS:** The CONSULTANT shall submit in-full, final (100%) plans, specifications, and cost estimate in accordance with City requirements.

4.0 **EASEMENT DOCUMENTS:** The CONSULTANT shall submit in-full, easements required for construction and overland drainage in accordance with City requirements.

5.0 **BID DOCUMENTS:** The CONSULTANT shall submit in-full, all bid documents in accordance with City requirements.

6.0 **RECORD DRAWINGS:** The CONSULTANT shall submit in-full, record drawings in accordance with City requirements.

ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
TUCSON VILLAGE DRAINAGE IMPROVEMENTS
PROJECT SW26200

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the 24th day of March, 2026.

1.0 BASIC COMPENSATION

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

1.1 Conceptual Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $20,200.00 for the completion of the Conceptual Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Preliminary Phase Payment: The OWNER shall pay the CONSULTNT a lump sum amount of $24,000.00 for the completion o the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $12,000.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 Bid Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $ 2,330.00 for preparation of record drawings in electronic media (AutoCAD 2013 or earlier version) and PDF format.

1.5 Construction Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion in future amendment.

1.6 Project Closeout Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $400.00 for preparation of record drawings in electronic media (AutoCAD 2024 or earlier version) and PDF format.

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

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2026 for architectural / engineering services.

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 D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
TUCSON VILLAGE DRAINAGE IMPROVEMENTS
PROJECT SW26200

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 24th day of March, 2026.

1.0 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
TUCSON VILLAGE DRAINAGE IMPROVEMENTS
PROJECT SW26200

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 24th day of March, 2026.

1.0 CONCEPTUAL DESIGN PHASE:

1.1 Notice to Proceed: TBD
1.2 Rough Conceptual Cost Estimate: 14 Calendar days from NTP
1.3 Land Survey: 45 calendar days from NTP
1.4 Prepare Conceptual (30%) Plans: 45 Calendar days from Land Survey
1.5 Submit Conceptual (30%) Plans: 60 Calendar days from Land Survey
1.6 Owner 30% Review: 20 Calendar days

2.0 PRELIMINARY DESIGN PHASE:

2.1 Prepare preliminary plans and specifications (60%): 20 Calendar days from Receiving Owner 30% Review Comments
2.2 Submit Preliminary (60%) plans and specification: 15 Calendar days from Receiving Owner 30% Review Comments
2.3 Owner 60% Review: 20 Calendar days

3.0 FINAL DESIGN PHASE:

3.1 Prepare Final Plans and specifications (100%): 20 Calendar days from Receiving Owner 60% Review Comments
3.2 Submit Final (100%) plans and specifications: 15 Calendar days from Receiving Owner 60% Review Comments
3.3 Owner 100% Review: 20 Calendar days

4.0 FINAL DESIGN PHASE:

4.1 Prepare Bid Documents (plans and specifications): 15 Calendar days from Receiving Owner 100% Review Comments
4.2 Submit Bid Documents: 5 Calendar days from Receiving Owner 100% Review Comments

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

City of Broken Arrow

Request for Action

File #: 26-402, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:

Approval of PR-000895-2025 | PT-002596-2025, Conditional Final Plat, Brook Chase Phase V, 18.56 acres, 86 proposed lots, AG (Agricultural) to RS-4 (Single Family Residential) via BAZ-2074, located one-half mile north of Washington Street (91st Street), one-half mile west of 23rd Street (193rd E. Avenue/County Line Road)

Background:
PT-002596-2025, the conditional final plat for Brook Chase Phase V, contains 18.56 acres with 86 proposed lots. This property, which is located one-half mile north of Washington Street (91st Street) and one-half mile west of 23rd Street (193rd E. Avenue/County Line Road), has been approved for rezoning from AG (Agricultural) to RS-4 (Single Family Residential) subject to the property being platted. The preliminary plat for the site was approved by the Planning Commission on September 26, 2024.

Primary access will be to Washington Street via 16th Street accessed through the adjoining subdivision Brook Chase Phase III.

Water and sanitary sewer service will be provided by the City of Broken Arrow. According to FEMA maps, none of this property is located in the 100-year floodplain.

The Technical Advisory Committee reviewed the conditional final plat for Brook Chase Phase V on January 13, 2026. The Planning Commission, in their meeting of January 22, 2026, recommended approval (5-0 vote) of this conditional final plat. No one spoke in support of or in opposition to this item.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: Planning Commission Staff Report

Checklist

Conditional final plat

Recommendation:

Approve PT-002596-2025, conditional final plat for Brook Chase Phase V, be approved, subject to the attached checklist.

City of Broken Arrow

Request for Action

File #: 26-186, **Version:** 1

Broken Arrow Planning Commission
01-22-2026

To: **Chairman and Commission Members**
From: **Community Development Department**
Title:

Approval of PR-000895-2025|PT-002596-2025, Conditional Final Plat, Brook Chase Phase V, 18.56 acres, 86 Lots, AG (Agricultural) to RS-4 (Single Family Residential) via BAZ-2074, located one-half mile north of Washington Street (91st Street), one-half mile west of 23rd Street (193rd E. Avenue/County Line Road)

Background:

Applicant:	Mikel Vanover, Olsson, Inc.
Owner:	Dave Cocolin, Eagle 1 Investments
Developer:	N/A
Engineer:	Mikel Vanover & Austin Mayes, Olsson, Inc.
Location:	One-half mile north of Washington Street, one-half mile west of 23rd Street
Size of Tract	18.56 acres
Number of Lots:	86
Present Zoning:	AG (Agricultural)
Proposed Zoning:	RS-4 (Single Family Residential)
Comp Plan:	Level 2 (Urban Residential)

PT-002596-2025, the conditional final plat for Brook Chase Phase V, contains 86 lots on 18.56 acres. This property, which is located one-half mile west of 23rd Street (193rd Avenue/County Line Road) and one-half mile north of Washington Street (91st Street), has been approved for rezoning from AG (Agricultural) to RS-4 (Single-Family Residential), subject to the property being platted.

Single-family lots encompass the majority of the proposed plat, and these lots generally meet the minimum standards of the RS-4 zoning district. Primary access to this development will be provided on Washington Street by way of 16th Street accessed through the adjoining subdivision Brook Chase Phase III.

According to FEMA maps, none of this property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow. This conditional final plat was reviewed by the Technical Advisory Committee on January 13, 2026, where the stakeholders did not have any comments.

Attachments: Checklist
Conditional Final Plat

Recommendation:

Staff recommends PR-000895-2025|PT-002596-2025, conditional final plat for Brook Chase Phase V, be approved subject to the attached checklist.

Reviewed by: Rocky Henkel

Approved by: Jane Wyrick

MEH

Brook Chase Phase V – Conditional Final Plat

Checklist

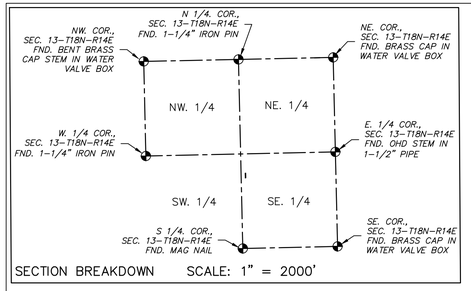
___ Planning – Ensure all numbering and lettering in the deed of dedication is consistent.

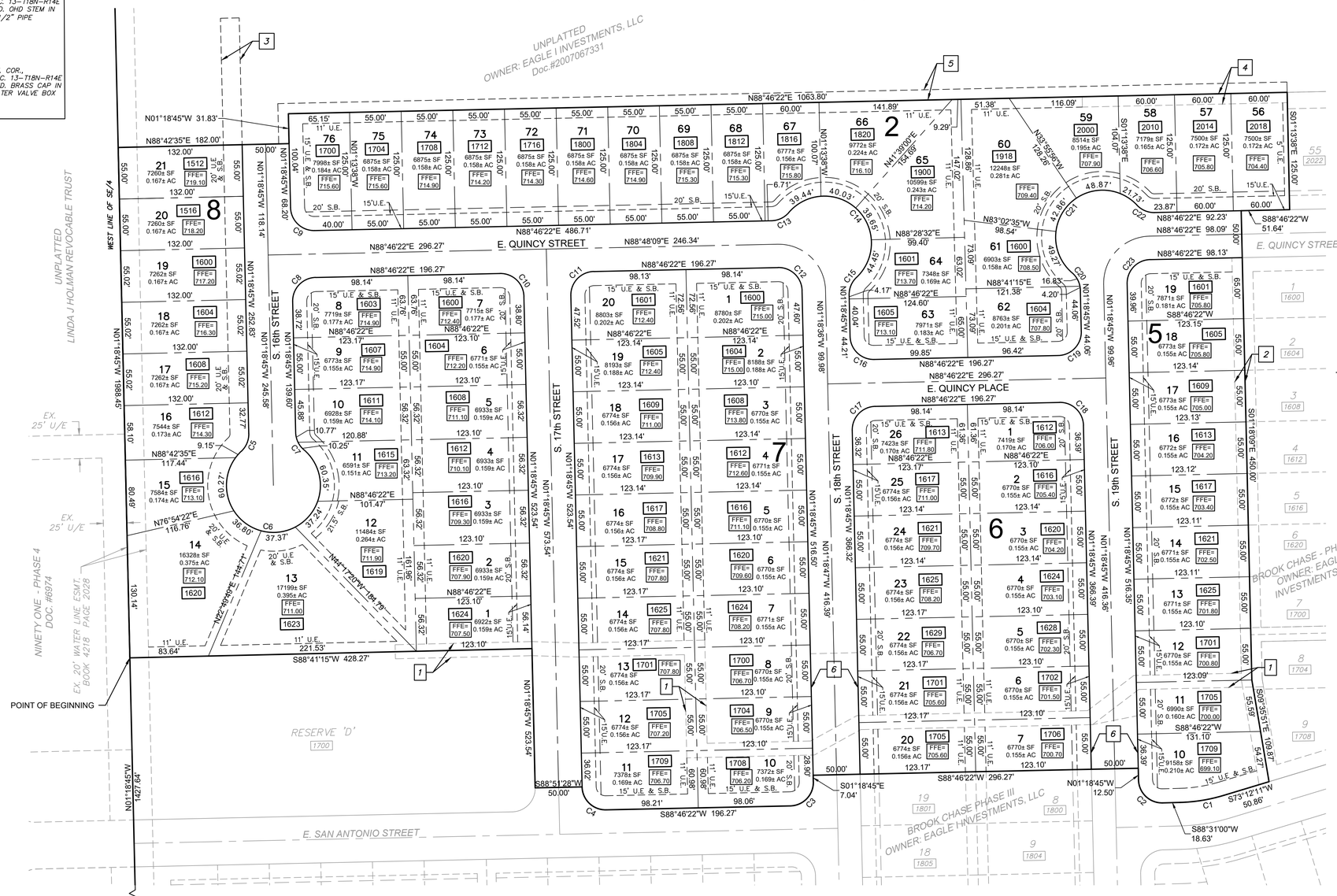
___ Engineering – The Conditional Final Plat is conditionally approved subject to the final plat includes all the easements and property line locations included in the engineering plans since all the engineering plans have not been finalized.

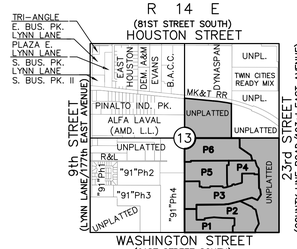
CONDITIONAL FINAL PLAT

BROOK CHASE PHASE V

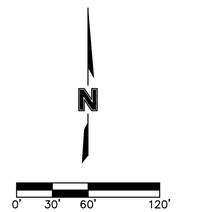
A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA







Location Map
SCALE: 1"=2000'



OWNER:
EAGLE I INVESTMENTS, LLC
DAVE COCOLIN, MANAGER
P.O. BOX 472106
TULSA, OK 74147
918-629-9671
EMAIL: DAVE@PARADIGMTULSA.COM

ENGINEER:
OLSSON, INC.
AUSTIN MAYES, PE
OK C.A. No. 2483 (PE/LS)
EXPIRES JUNE 30, 2027
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: AMAYES@OLSSON.COM

SURVEYOR:
OLSSON, INC.
DARREL RAY MASON, OKPLS 1690
OK C.A. NO. 2483 (PE/LS)
EXPIRES JUNE 30, 2027
11600 BROADWAY EXTENSION, SUITE 300
OKLAHOMA CITY, OK 73114
405-242-6000
EMAIL: DMASON@OLSSON.COM

ZONING REQUIREMENTS
CURRENT ZONING: RS–4

MIN. LOT FRONTAGE:	55'
MIN. LOT AREA:	6,500 S.F.
MIN. FRONT BUILDING SETBACK:	20'
MIN. SIDE YARD SETBACK (BOTH):	10'
MIN. SIDE YARD SETBACK (ONE):	5'
MIN. REAR YARD SETBACK:	20'
MAX. HEIGHT:	35'

PLAT DATA
SUBDIVISION CONTAINS 86 LOTS ON 5 BLOCKS

TOTAL AREA = 808,549.93 SF, 18.56 AC

UTILITY NOTES:
WATER SERVICE BY CITY OF BROKEN ARROW.

SANITARY SERVICE BY CITY OF BROKEN ARROW.

FLOOD ZONE
FEMA MAP NUMBER 40143C0392L,
PANEL NUMBER 0392L
ZONE X
MAP REVISED SEPT 30, 2016

BASIS OF BEARINGS
OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE: 3501 THE WEST LINE OF THE SE/4 OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA N01°18'45"W

BENCHMARK
BENCHMARK NAME: BA 26

DESCRIPTION: 5/8" REBAR–1 1/2" ALUMINUM CAP–FLUSH–STAMPED "BA 26" SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83
NORTHING: 383229.887
EASTING: 2630291.884
VERTICAL DATUM: NAVD 88 ELEV. 670.307

LEGEND AND ABBREVIATIONS

	PROPERTY BOUNDARY LINE
	PROPOSED RIGHT OF WAY
	PROPOSED LOT LINE
	PROPOSED BUILDING SETBACK
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	EXISTING EASEMENT LINE
1	BLOCK NUMBER
1	LOT NUMBER
1916	LOT ADDRESS
	SECTION CORNER
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.E.	STORMWATER EASEMENT
O.D.E.	OVERLAND DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
W.E.	WATER LINE EASEMENT
B.L.	BUILDING LINE
EX.	EXISTING
L.N.A.	LIMITS OF NO ACCESS
ROW	RIGHT OF WAY
RES.	RESERVE
ESMT.	EASEMENT
S.B.	SETBACK
FFE	FINISHED FLOOR ELEVATION

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma

_____
Mayor

_____
Attest: City Clerk

ALL WEDGE–SHAPED LOTS ARE A MINIMUM OF 55' IN WIDTH AT THE BUILD LINE.

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	175.00	015°18'49"	46.77	S80°51'35"W	46.63
C2	25.00	090°10'15"	39.34	N46°23'52"W	35.41
C3	25.00	090°05'06"	39.31	S43°43'48"W	35.38
C4	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C5	25.00	048°11'23"	21.03	N22°46'57"E	20.41
C6	50.00	276°22'46"	241.19	S88°41'15"W	66.67
C7	25.00	048°11'23"	21.03	S25°24'26"E	20.41
C8	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C9	25.00	089°54'54"	39.23	S46°16'12"E	35.33
C10	25.00	089°54'54"	39.23	S46°16'12"E	35.33
C11	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C12	25.00	089°54'54"	39.23	S46°16'12"E	35.33

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C13	25.00	048°11'23"	21.03	N64°40'40"E	20.41
C14	50.00	186°17'39"	162.57	S46°16'12"E	99.85
C15	25.00	048°11'23"	21.03	S22°46'57"W	20.41
C16	25.00	089°54'54"	39.23	S46°16'12"E	35.33
C17	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C18	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C19	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C20	25.00	048°11'23"	21.03	N25°24'26"W	20.41
C21	50.00	186°27'52"	162.72	N43°43'48"E	99.84
C22	25.00	048°11'23"	21.03	S67°07'57"E	20.41
C23	25.00	090°05'06"	39.31	N43°43'48"E	35.38

EXISTING EASEMENT INFORMATION		
#	EASEMENT TYPE	DOC.#
1	15' UTILITY EASEMENT	2025026691
2	11' UTILITY EASEMENT	2025089187
3	20' UTILITY EASEMENT	20250XXXXX
4	11' UTILITY EASEMENT	2025089188
5	11' UTILITY EASEMENT	20250XXXXX
6	PHASE III UTILITY EASEMENT TO BE SUNSET	

SHEET 1 OF 4
BROOK CHASE PHASE V
DATE OF PREPARATION: 12/16/2025
DETENTION DETERMINATION #DD-101725-67
BROKEN ARROW CASE NUMBER (PR-00815-2025)

CONDITIONAL FINAL PLAT

BROOK CHASE PHASE V

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

EAGLE I INVESTMENTS, LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4), OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST NORTH 01°18'45" WEST, A DISTANCE OF 1427.64 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER TO THE POINT OF BEGINNING;

THENCE BEGINNING AT THE NORTHWEST CORNER OF RESERVE 'D' OF BROOK CHASE PHASE III, A FILED PLAT IN THE TULSA COUNTY CLERK'S OFFICE; THENCE NORTH 01°18'45" WEST, A DISTANCE OF 1988.45 FEET ALONG SAID SECTION LINE;

THENCE NORTH 88°42'35" EAST FROM SAID SECTION LINE, A DISTANCE OF 182.00 FEET;

THENCE NORTH 01°18'45" WEST, A DISTANCE OF 31.83 FEET;

THENCE SOUTH 88°46'22" EAST, A DISTANCE OF 1063.80 FEET TO THE NORTHWEST CORNER OF LOT 55 BLOCK 2 OF BROOK CHASE PHASE IV, A FILED PLAT IN THE TULSA COUNTY CLERK'S OFFICE;

THENCE SOUTH 01°13'38" EAST, A DISTANCE OF 125.00 FEET,

THENCE SOUTH 88°46'22" WEST, A DISTANCE OF 55.64 FEET;

THENCE SOUTH 01°18'09" EAST, A DISTANCE OF 450.00 FEET;

THENCE SOUTH 09°35'51" EAST, A DISTANCE OF 109.87 FEET;

THENCE SOUTH 73°12'11" WEST, A DISTANCE OF 50.86 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 46.77 FEET, A CHORD DISTANCE OF 46.63 FEET, AND A CHORD BEARING OF SOUTH 80°51'35" WEST;

THENCE SOUTH 88°31'00" WEST, A DISTANCE OF 18.63 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.34 FEET, A CHORD DISTANCE OF 35.41 FEET, AND A CHORD BEARING OF NORTH 46°23'52" WEST;

THENCE NORTH 01°18'45" WEST, A DISTANCE OF 12.50 FEET;

THENCE SOUTH 88°46'22" WEST, A DISTANCE OF 296.27 FEET;

THENCE SOUTH 01°18'45" EAST, A DISTANCE OF 7.04 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.31 FEET, A CHORD DISTANCE OF 35.38 FEET, AND A CHORD BEARING OF SOUTH 43°43'48" WEST;

THENCE SOUTH 88°46'22" WEST, A DISTANCE OF 196.27 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.23 FEET, A CHORD DISTANCE OF 35.33 FEET, AND A CHORD BEARING OF NORTH 46°16'12" WEST;

THENCE SOUTH 88°51'28" WEST, A DISTANCE OF 50.00 FEET;

THENCE 01°18'45" WEST, A DISTANCE OF 523.54 FEET;

THENCE SOUTH 88°41'15" WEST, A DISTANCE OF 428.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 808,549.93 SQUARE FEET OR 18.56 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS "BROOK CHASE PHASE V", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "BROOK CHASE PHASE V"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS", AND INDIVIDUALLY AS A "LOT".

P01: Ensure numbering and lettering are correct.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID, WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN; PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT.

A. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG WASHINGTON STREET. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.
2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION 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 STRUCTURE.
3. THE SUPPLIER OF ELECTRIC OR COMMUNICATION 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.
4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION 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.
5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.
3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
5. OKLAHOMA NATURAL GAS CO. AND THE CITY OF BROKEN ARROW OR THEIR SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT 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 THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.
6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW WATER, SEWER, SOLID WASTE, AND OKLAHOMA NATURAL GAS CO. OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
7. A BACKFLOW PREVENTOR IS REQUIRED AT EACH BUILDING.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE VALVE OR LINE EXTENDING FROM THE GAS MAIN.
2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD THEREFORE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. NO FENCING SHALL BE ALLOWED TO BE INSTALLED WITHIN AN OVERLAND DRAINAGE EASEMENT. HOME AND STRUCTURE CONSTRUCTION ON A LOT SHALL BE PERFORMED IN SUCH A MANNER AS TO PRESERVE THE INTENT OF THE STORMWATER CONVEYANCES AS PRESENTED ON THE APPROVED SUB-DIVISION PLAT.

F. OVERLAND DRAINAGE EASEMENT REQUIREMENTS

OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER ASSOCIATION TO BE FORMED PURSUANT TO SECTION III ("THE PROPERTY OWNER ASSOCIATION") TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
3. THE STORM WATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
2. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

G. FENCE REQUIREMENT ALONG WASHINGTON STREET:

1. FENCING AND WALLS ALONG WASHINGTON STREET SHALL MEET THE REQUIREMENTS OF SECTION 5.2.E.2.A OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.
2. THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO WASHINGTON STREET SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT.
3. FENCING ALONG THE ARTERIAL STREETS (WASHINGTON STREET) SHALL BE INSTALLED BY THE DEVELOPER.
4. MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
5. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AT THE SAME TIME LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.

SECTION II. DEVELOPMENT RESTRICTIONS

A. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2031 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

1. EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
2. NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET FROM THE FRONT LOT LINE, NOR NEARER THEN 5 FEET OF ANY SIDE LOT LINE.
3. NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF SWINE, POULTRY, CATTLE OR HORSES.
4. EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A STORAGE BUILDING, NOT TO EXCEED 120 SQUARE FEET, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. THE STORAGE BUILDING MUST REFLECT THE COLORING AND FINISHES SCHEME OF THE ASSOCIATED DWELLING.
5. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE.
6. NO DWELLING SHALL BE ERECTED ON ANY SINGLE FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,500 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE 75% MASONRY.
7. ROOFING. THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 6/12 FOR ROOF SYSTEMS SHALL BE USED.
8. FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
9. NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
10. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
11. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.

B. DEFINITIONS

1. ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II C. OF THIS DECLARATION.
2. ASSOCIATION. ASSOCIATION SHALL MEAN BROOK CHASE - PHASE I (AND ALL FUTURE PHASES) PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
3. BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.
4. CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
5. COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.
6. COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
7. DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.
8. DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BROOK CHASE PHASE V.
9. LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE. EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
10. MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
11. OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
12. PLAT. PLAT SHALL MEAN THE PLAT OF BROOK CHASE PHASE V, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
13. RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION

C. ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

1. NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS,SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
2. THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEES HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.
3. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2030, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.
4. APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT. EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED, TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNER'S LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS IS DEEMED APPROPRIATE. HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.
5. FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS.
6

BROOK CHASE PHASE V

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE: THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES; (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.

8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.

9. REMOVAL AND ALTERATION OF STRUCTURES; LIENS.

(A) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.

(B) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE) UPON THE LOT(S) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, STATING, (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY; AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID. THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES. LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.

(C) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID. THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT; (I) FILE WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA AN AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED; (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED; AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT, AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCE OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.

(D) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT; ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.

10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.

11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.

12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME IN THE ARCHITECTURAL CONTROL COMMITTEE'S SOLE DESCRECTION. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED. NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE. THE ARCHITECTURAL CONTROL COMMITTEE MAY ALSO APPROVE APPLICATIONS WHICH DEVIATE FROM THE SUBMISSION PROCESS OR MATERIALS OTHERWISE REQUIRED HEREUNDER, E.G., THE ARCHITECTURAL CONTROL COMMITTEE MAY APPROVE PLAN TYPES OF HOMES TO BE CONSTRUCTED.

13. DEVELOPMENT BY DECLARANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.

D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.

1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION C TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.
2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.
3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.
4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

E. ASSOCIATION

1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.
2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.
3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.
4. RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.
5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.
6. MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 40 ACRES OF BROOK CHASE PHASE-I. FUTURE SECTIONS OF THE BROOK CHASE DEVELOPMENT YET TO BE NAMED. WILL BE INCLUDED IN THE PROPERTY OWNER ASSOCIATION.

SECTION III. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

A. MEMBERSHIP IN THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION IS MANDATORY FOR LOT OWNERS. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENDEE IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.

B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.

C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.

D. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.

E. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION III. E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER. THAT IS; ASSESSMENTS COMMENCE UPON THE SALE OF A NEW HOME.

F. ANNUAL ASSESSMENTS

1. THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2019, SHALL BE ONE HUNDRED FIFTY DOLLARS ($150.00) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION III, E. (B) BELOW.
2. THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2019 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION III, E ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.
3. SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.

G. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDHOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPED AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.

H. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

I. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE THE ASSOCIATION HEREUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE THE ASSOCIATION FROM THE OWNER OF SUCH LOT.

J. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.

K. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.

L. MAINTENANCE OF THE FENCE AND LANDSCAPING ALONG WASHINGTON STREET AND THE RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION.

SECTION IV. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.

B. RIGHTS OF BROKEN ARROW. COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHO

N. MODEL HOMES AND REAL ESTATE OFFICES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED BY DECLARANT OR PERSONS SO AUTHORIZED BY DECLARANT MAY BE USED FOR A MODEL HOME OR REAL ESTATE OFFICE UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

O. OCCUPANCY OF RESIDENTIAL STRUCTURES. NO RESIDENTIAL STRUCTURES ON ANY LOT SHALL BE USED OR OCCUPIED BY MORE THAN A SINGLE FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS.

P. LAUNDRY AND MACHINERY. NO CLOTHING OR ANY OTHER HOUSEHOLD FABRIC SHALL BE HUNG IN THE OPEN ON ANY LOT AND NO CLOTHESLINES OR SIMILAR DEVICES SHALL BE ALLOWED. NO MACHINERY SHALL BE PLACED OR OPERATED UPON ANY LOT, EXCEPT SUCH MACHINERY AS IS USUAL IN THE MAINTENANCE OF A PRIVATE RESIDENCE, YARD OR GARDEN.

Q. NOISE. NO EXTERIOR HORNS, WHISTLES, BELLS OR OTHER SOUND DEVICES, WHICH MAY ANNOY NEIGHBORING OWNERS, EXCEPT DOORBELLS AND SECURITY DEVICES, SHALL BE PLACED OR USED ON ANY LOT, COMMON AREA OR IMPROVEMENT THEREON.

R. NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME OCCUPATIONS, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS AND (B) THOSE USES APPROVED BY DECLARANT.

S. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR THE LOT OWNER SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT AND LANDSCAPE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.

T. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.

U. SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

V. BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

W. SATELLITE DISHES. SATELLITE DISHES MAY BE INSTALLED CONSISTENT WITH GOOD TASTE AND STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. SATELLITE DISHES SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

X. LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL (WHETHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS) ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TYPE AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT. THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.

Y. INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:

1. DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS WILL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL BE OF THE SAME DECOR, MATERIALS, (I.E., WROUGHT IRON) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. SCREENING FENCES AND BAFFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT, BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE.
2. NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN A PARTICULAR SUBDIVISION OF THIS AREA AND SHALL BE CONSISTENT IN DESIGN, MATERIAL, SHAPE AND HEIGHT AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION V. MISCELLANEOUS PROVISIONS

A. DURATION OF DECLARATION. ALL PROVISIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR TULSA COUNTY, OKLAHOMA. AFTER WHICH TIME IT SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AND UNTIL THIS SECTION IS AMENDED OR THIS DECLARATION IS REPEALED IN ACCORDANCE WITH SECTION V.2 HEREOF.

B. AMENDMENT OF DECLARATION. ANY PROVISION CONTAINED IN THIS DECLARATION MAY BE AMENDED OR REPEALED, OR ADDITIONAL PROVISIONS ADDED TO THIS DECLARATION BY THE RECORDING OF A WRITTEN INSTRUMENT OR INSTRUMENTS SPECIFYING THE AMENDMENT OR THE REPEAL, EXECUTED BY THE OWNERS AS SHOWN BY THE RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF TULSA, OKLAHOMA, OF NOT LESS THAN A MAJORITY OF THE LOTS THEN SUBJECT TO THIS DECLARATION, AND THOSE LOTS YET TO BE DEVELOPED BY DECLARANT. ANY SUCH INSTRUMENT OR INSTRUMENTS SHALL REQUIRE THE WRITTEN CONSENT OF DECLARANT.

C. EFFECT OF PROVISIONS OF DECLARATION. EACH PROVISION OF THIS DECLARATION SHALL BE DEEMED INCORPORATED IN EACH DEED OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY OF THE PROPERTY IS GRANTED, DEVISED OR CONVEYED, WHETHER OR NOT SET FORTH OR REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT, AND EACH OWNER SHALL BE BOUND BY THE TERMS OF THIS DECLARATION.

D. ENFORCEMENT AND REMEDIES. THE ASSOCIATION, DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING, AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, COMPLIANCE EXPENDITURES AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION.

E. LIMITED LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE NOR ANY MEMBER, AGENT OR EMPLOYEE OF ANY OF THE SAME SHALL BE LIABLE TO ANY PARTY FOR ANY ACT OR FOR ANY FAILURE TO ACT WITH RESPECT TO ANY MATTER IF THE ACT OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE, AND SUCH DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND ANY MEMBER, AGENT OR EMPLOYEE OF THE SAME, SHALL BE REIMBURSED BY THE ASSOCIATION FOR ANY COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES REASONABLY INCURRED BY THEM WITH THE PRIOR APPROVAL OF THE BOARD, WHICH APPROVAL SHALL, NOT UNREASONABLY BE WITHHELD OR DELAYED AS A RESULT OF THREATENED OR PENDING LITIGATION IN WHICH THEY ARE OR MAY BE NAMED AS PARTIES.

F. SUCCESSORS AND ASSIGNS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF DECLARANT, THE ASSOCIATION AND EACH OWNER AND THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH. DECLARANT SHALL HAVE THE RIGHT AND POWER TO ASSIGN AND DELEGATE TO THE ASSOCIATION, OR ANY SUCCESSOR OR SUCCESSORS THERETO, AT ANY TIME AND FROM TIME TO TIME, ALL OR ANY PART OF ANY OF THE RIGHTS, POWERS AND AUTHORITY CONTAINED IN THIS DECLARATION.

G. SEVERABILITY. INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

H. CAPTIONS. THE CAPTIONS AND HEADINGS IN THIS DECLARATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING ANY PROVISIONS OF THIS DECLARATION.

I. NO WAIVER. FAILURE TO ENFORCE ANY PROVISIONS OF THIS DECLARATION SHALL NOT OPERATE AS A WAIVER OF ANY SUCH PROVISIONS OR OF ANY OTHER PROVISION OF THIS DECLARATION.

OWNER'S CERTIFICATE AND DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE PLAT OF: BROOK CHASE PHASE V AND THAT THE PLAT REPRESENTS A CORRECT SURVEY OF THE ABOVE DESCRIBED PROPERTY MADE WITH OUR CONSENT, AND THAT WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS AS SHOWN ON THE PLAT, THAT THE EASEMENTS AS SHOWN ON THE PLAT ARE CREATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES; THAT WE HEREBY GUARANTEE A CLEAR TITLE TO ALL LANDS SO DEDICATED FROM OURSELVES, OUR HEIRS, OR ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTERS CERTIFICATE.

IN WITNESS THEREOF, EAGLE I INVESTMENTS, BEING THE OWNERS OF BROOK CHASE PHASE V, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION.

THIS ____ DAY OF _____, 2026.

_____ _____
SIGNATURE TITLE

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,ON THIS ____ DAY OF _____, 2026, PERSONALLY APPEARED DAVE COCOLIN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF EAGLE I INVESTMENTS, LLC THEREOF TO THE FOREGOING INSTRUMENT, AND DULY 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 SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

_____ _____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, DARREL RAY MASON, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS "BROOK CHASE PHASE V", A SUBDIVISION IN BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY THAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN OKLAHOMA.

WITNESS MY HAND AND SEAL THIS _____DAY OF _____, 2026.

_____
SIGNATURE

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2026, PERSONALLY APPEARED DARREL RAY MASON TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND DULY 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 SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

_____ _____
EXPIRATION DATE NOTARY PUBLIC

CERTIFICATE OF TULSA COUNTY CLERK

I, MICHAEL WILLIS, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED BROOK CHASE PHASE V HAS BEEN FILED INTO TULSA COUNTY RECORDS.

_____
MICHAEL WILLIS, TULSA COUNTY CLERK

CERTIFICATE OF TULSA COUNTY TREASURER

I, JOHN M. FOTHERGILL, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2025 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS BROOK CHASE PHASE V.

_____
JOHN M. FOTHERGILL, TULSA COUNTY TREASURER

City of Broken Arrow

Request for Action

File #: 26-432, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:

Approval of PT-002629-2025|PR-000089-2022, Conditional Final Plat, The Enclave at Southern Trails, 20.49 acres, 3 lots, CM (Community Mixed-Use), RM (Residential Multi-family), & CG (Commercial General) via BAZ-000012-2022 and PUD-000126-2022, located south of New Orleans Street (101st Street) and east of Olive Avenue (129th Avenue)

Background:
PT-002629-2026, the conditional final plat for The Enclave at Southern Trails, proposes 3 lots totaling approximately 20.49 acres after right of way has been dedicated. This property, which is located south of New Orleans Street (101st Street) and east of Olive Avenue (129th Avenue), has been approved for rezoning from A-1 (Agricultural) to PUD-001815-2024 (Planned Unit Development) with underlying CM (Community Mixed-Use), RM (Residential Multi-family), & CG (Commercial General) zoning, subject to the property being platted. This rezoning was approved in BAZ-000012-2022 and PUD-000126-2022.

PUD-002316-2025 is a PUD amendment that regulates landscaping for the development and PUD-001815-2024 regulates all other development and dimensional standards for this development.

The zoning districts and land use designations associated with the plat are in line with the PUD which dictates the development standards. This plat generally meets the minimum standards of the outlined in PUD-001815-2024. Primary access is shown from Olive Avenue and New Orleans Street. PUD-001815-2024 stipulates that no building permit shall be issued for any structure until a detailed site plan has been approved by the Broken Arrow Planning Commission and City Council.

The subdivision will have a name that is different from the title of this item and the title shown in the Preliminary Plat, The Enclave at Southern Trails. The subdivision will instead be named, Southern Trails on Olive, as shown in the attachments and as what will be ultimately filed with Tulsa County.

The Conditional Final Plat was reviewed by the Technical Advisory Committee on February 3, 2026. There were no concerns shared by other stakeholders. The conditional final plat was approved by the Broken Arrow Planning Commission on February 12, 2026. However, the covenants were not submitted with the conditional final plat for approval on February 12, 2026. This item was reheard and approved by Planning Commission on March 12, 2026.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Published Planning Commission Report
Conditional Final Plat with Covenants
Conditional Final Plat with Comments

Recommendation:
Approve PT-002629-2025|PR-000089-2022, Conditional Final Plat for The Enclave at Southern Trails, subject to the attached comments.

Broken Arrow Planning Commission
03-12-2026

To:	**Chairman and Commission Members**
From:	**Community Development Department**
Title:	

..title

Approval of PT-002629-2026|PR-000089-2022, Conditional Final Plat, The Enclave at Southern Trails, 20.49 acres, located south of New Orleans Street (101st Street) and east of Olive Avenue (129th Avenue)

..End

Background:

Applicant:	Tanner Consulting, Erik Enyart
Owner:	Perkins Development Corporation, Mark Perkins
Developer:	N/A
Engineer:	Tanner Consulting, Kevin Norton
Location:	Southeast and south of New Orleans Street (101st Street) and east of Olive Avenue (129th Avenue)
Size of Tract	20.49 acres
Number of Lots:	3
Zoning:	CM (Community Mixed-Use), RM (Residential Multi-family), & CG (Commercial General) via BAZ-000012-2022 and PUD-000126-2022
Comp Plan:	Level 3 - Transition Area & Level 4 - Commercial/Employment

PT-002629-2026, the conditional final plat for The Enclave at Southern Trails proposes 3 lots totaling approximately 20.49 acres after right of way has been dedicated. This property, which is located south of New Orleans Street (101st Street) and east of Olive Avenue (129th Avenue), has been approved for rezoning from A-1 (Agricultural) to PUD-001815-2024 (Planned Unit Development) with underlying CM (Community Mixed-Use), RM (Residential Multi-family), & CG (Commercial General zoning, subject to the property being platted. This rezoning was approved in BAZ-000012-2022 and PUD-000126-2022. PUD-002316-2025 regulates landscaping for the development and PUD-001815-2024 regulates all other development and dimensional standards for this development.

The zoning districts and land use designations associated with the plat are in line with the PUD which dictates the development standards. This plat generally meets the minimum standards of the outlined in PUD-001815-2024. Primary access is shown from Olive Avenue and New Orleans Street. PUD-001815-2024 stipulates that no building permit shall be issued for any structure until a detailed site plan has been approved by the Broken Arrow Planning Commission and City Council.

According to FEMA's National Flood Hazard Layer, no area of the property is located within the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow. This conditional final plat was reviewed by the Technical Advisory Committee on February 3, 2026.

This Conditional Final Plat was first approved at the February 12, 2026 meeting of the Broken Arrow Planning Commission, however, the deed of dedication and covenants were not present on the item so it is being brought before you all once more.

Attachments: Conditional Final Plat with Covenants
Conditional Final Plat with Comments

Recommendation:
Staff recommends approval of PT-002629-2026|PR-000089-2022, Conditional Final Plat for The Enclave at Southern Trails, subject to the attached comments.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel

JAJ

Conditional Final Plat

PUD-001815-2024

Southern Trails
ON OLIVE

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4)
OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

NORTH

0 30 60 90

Scale: 1"= 60'
Tanner Consulting

Benchmark 1

FOUND 3/8" IRON PIN IN ASPHALT AT THE NORTHWEST CORNER OF SECTION 28 (377497.21N, 2609265.04E)

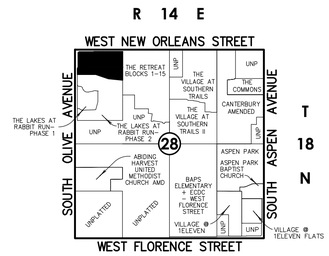
ELEVATION = 685.42' (NAVD 88)

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2027
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

OWNER/DEVELOPER:
Perkins Development Corporation
AN OKLAHOMA CORPORATION
MARK PERKINS - PRESIDENT
1420 South Harvard Avenue
Tulsa, OK 74112
Phone: (918) 812-8325

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
MAE	MUTUAL ACCESS EASEMENT
ODE	OVERLAND DRAINAGE EASEMENT
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1234	ADDRESS ASSIGNED
o	FOUND MONUMENT
●	SET MONUMENT (SEE NOTE 2)



Location Map
Scale: 1"= 2000'
NORTH

SUBDIVISION CONTAINS:

THREE (3) LOTS
IN ONE (1) BLOCK

GROSS SUBDIVISION AREA: 20.489 ACRES

POINT OF COMMENCEMENT
NORTHWEST CORNER NW/4 NW/4
SECTION 28, T-18-N, R-14-E
FOUND 3/4" IRON PIN
(BENCHMARK 1)

NORTHEAST CORNER NW/4 NW/4
SECTION 28, T-18-N, R-14-E
FOUND IRON PIN WITH YELLOW CAP

NORTHEAST CORNER NW/4
SECTION 28, T-18-N, R-14-E
FOUND 5/8" IRON PIN

West New Orleans Street (E. 101st St. S.)

BASIS OF BEARINGS

1317.40'
N 88°43'49" E
24.75' STATUTORY SECTION LINE RIGHT-OF-WAY

NORTH LINE NW/4 NW/4
N 88°43'49" E
765.44'

RIGHT-OF-WAY DEED (DOC#2012098730)

S1°20'17"E
40.00'

POINT OF BEGINNING

35.25' RIGHT-OF-WAY (DOC#2012048270)

RIGHT-OF-WAY DEED (DOC#2008031520)

N 88°43'49" E
405.00'

N 58°43'51" E
60.00'

19.96'
40.04'

16.5'COMMUNICATIONS EASEMENT BK 5561 PG 1341 & BK 5561 PG 1343; (DOC#2016029916)

581.73' – N 88°43'49" E

20' RIGHT-OF-WAY DEDICATED BY THIS PLAT

N 43°42'49" E
35.35'

17.5'U/E

218.38'

20'

17.5'U/E

20'B/L

1

LOT 1
7.223 ACRES

LOT 2
1.144 ACRES

227.99'

N1°16'11"W

28' WAE

15'U/E

14.00'
10.50'

N 88°43'49" E
15.00'

N 88°43'49" E
20.00'

N 88°43'49" E
833.00'
397.33'

16.01'
16.01'

N 88°43'49" E
15.00'

N 88°43'49" E
218.65'
108.15'

201.67'

204.00'

70.00'

10.50'

21.00'
21.00'

21.02'
21.02'

11'U/E

N 1°16'11" W
85.00'

N 88°43'49" E
9.50'

N 88°43'49" E–14.00'
N 1°16'11" W–7.87'

383.33'
194.67'

214.50'

15' UTILITY EASEMENT

274.81'

12.52'

RESERVE A

16.15'–N 1°16'11" W
18.49'–N 88°43'49" E
10.00'–N 1°16'11" W
18.49'–N 88°43'49" E

179.67'

306.50'

80.50'

N 1°16'11" W
413.76'

313.76'

272.59'
N 1°16'11" W

298.63'
N 1°16'11" W
298.62'

264.50'
N 1°16'11" W
258.00'

264.50'

319.50'

LOT 3
11.764 ACRES

297.33'

22' UTILITY EASEMENT

30'ODE

821.74'
S 1°20'17" E

576.09'

The Retreat
Blocks 1-15

South Olive Avenue (S. 129th E. Ave.)

24.75' STATUTORY SECTION LINE RIGHT-OF-WAY

RIGHT-OF-WAY DEED (DOC#2008031520)

N 28°41'49" E
40.00'

N 1°18'12" W
405.00'

N 1°18'12" W
167.24'

RIGHT-OF-WAY DEED (DOC#2020022178)

17.5'U/E

40' MUTUAL ACCESS EASEMENT

215.68'

7.00'
N 88°41'38" E

298.42'

514.10'
S 88°41'38" W

15'U/E

108.24'

48.47'
N17°30'15"E

25.83'

N 79°23'25" E
113.84'

95.50'

32.07'

89.49'

N 88°43'49" E

20' UTILITY EASEMENT

96.50'

N 88°43'49" E 40' UTILITY EASEMENT

208.33'

107.03'
N 1°16'11" W
109.43'

141.38'
N 1°16'11" W
122.10'

29.09'
N10°56'08"E
31.45'

15.58'
N47°13'52"E
16.35'

373.55'
N 72°29'45" W
219.88'

310.78'

402.23'
N 85°34'07" W

The Lakes at Rabbit Run - Phase 2
RESERVE 'O'
STORMWATER DETENTION/OVERLAND
DRAINAGE/CONSERVATION EASEMENT

12

7

Notes:

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS FOUND OR ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" OR "TANNER CA2661" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

   (A) FOUND 3/4" IRON PIN AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 28;

   (B) FOUND 5/8" IRON PIN AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 28;

   THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°43'49" EAST.
4. ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BROKEN ARROW AND WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY WEST NEW ORLEANS STREET AND BY SOUTH OLIVE AVENUE, BOTH BEING PUBLIC STREETS.
6. STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-020325-03.
7. ALL LOTS REQUIRE BACKFLOW PREVENTION PER BROKEN ARROW CITY ORDINANCE.

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.

_____
Mayor

_____
Attest: City Clerk

DATE OF PREPARATION: January 12, 2026

Southern Trails on Olive
PROJECT # PR-000089-2022
SHEET 1 OF 3

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Conditional Final Plat

PUD-001815-2024

Southern Trails

ON OLIVE

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4)
OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT PERKINS DEVELOPMENT CORPORATION, AN OKLAHOMA CORPORATION (HEREINAFTER, THE "OWNER"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NW/4 NW/4; THENCE NORTH 88°43'49" EAST AND ALONG THE NORTH LINE OF THE NW/4 NW/4, FOR A DISTANCE OF 1317.40 FEET TO THE NORTHEAST CORNER OF SAID NW/4 NW/4; THENCE SOUTH 1°20'17" EAST AND ALONG THE EAST LINE OF THE NW/4 NW/4, FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 1°20'17" EAST AND ALONG SAID EAST LINE OF THE NW/4 NW/4, FOR A DISTANCE OF 821.74 FEET TO THE NORTHEAST CORNER OF RESERVE 'O', "THE LAKES AT RABBIT RUN - PHASE 2", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 7022); THENCE ALONG THE NORTH LINE OF SAID RESERVE 'O' FOR THE FOLLOWING THREE (3) COURSES:

NORTH 85°34'07" WEST FOR A DISTANCE OF 402.23 FEET; THENCE NORTH 72°29'45" WEST FOR A DISTANCE OF 373.55 FEET; THENCE SOUTH 88°41'38" WEST FOR A DISTANCE OF 514.10 FEET TO A POINT THE CURRENT EAST RIGHT-OF-WAY LINE OF SOUTH OLIVE AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES:

NORTH 1°18'12" WEST FOR A DISTANCE OF 167.24 FEET; THENCE NORTH 28°41'48" EAST FOR A DISTANCE OF 40.00 FEET; THENCE NORTH 1°18'12" WEST FOR A DISTANCE OF 405.00 FEET;

THENCE NORTH 43°42'49" EAST FOR A DISTANCE OF 35.35 FEET TO A POINT ON THE CURRENT SOUTH RIGHT-OF-WAY LINE OF WEST NEW ORLEANS STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES:

NORTH 88°43'49" EAST FOR A DISTANCE OF 405.00 FEET; THENCE NORTH 58°43'51" EAST FOR A DISTANCE 60.00 FEET; THENCE NORTH 88°43'49" EAST FOR A DISTANCE OF 765.44 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 892,514 SQUARE FEET OR 20.489 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

(1) 3/4" IRON PIN FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 28;

(2) 5/8" IRON PIN FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 28;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°43'49" EAST.

AND THAT THE OWNER HAS CAUSED THE ABOVE-DESCRIBED REAL ESTATE TO BE SURVEYED, STAKED, PLATTED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO THREE (3) LOTS IN ONE (1) BLOCK, ALL AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "SOUTHERN TRAILS ON OLIVE", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "SOUTHERN TRAILS ON OLIVE" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.)

NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES, AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS AS SET FORTH HEREIN, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT. THE OWNER FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, ELECTRIC POWER LINES AND TRANSFORMERS, COMMUNICATION LINES, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPAIR OR REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, SIDEWALKS, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

1.1. PUBLIC WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1.1.1. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWERS LOCATED ON THEIR LOT.

1.1.2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF INSTALLATION OF A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN, OR PUBLIC STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, WOULD INTERFERE WITH PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, OR PUBLIC STORM SEWERS, SHALL BE PROHIBITED.

1.1.3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWERS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.1.4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND PUBLIC WATER, PUBLIC SANITARY SEWER, OR PUBLIC STORM SEWER FACILITIES.

1.1.5. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.1. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND EACH LOT OWNER AGREES TO BE BOUND HEREBY.

1.2. PAVING AND LANDSCAPING WITHIN EASEMENTS

EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND PUBLIC WATER, PUBLIC SANITARY SEWER, PUBLIC STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

1.3. UNDERGROUND SERVICE

1.3.1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

1.3.2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

1.3.3. THE SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.3.4. EACH LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.3.5. THE COVENANTS SET FORTH IN THE THIS SECTION 1.3. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF ELECTRIC, COMMUNICATION, OR GAS SERVICE AND EACH LOT OWNER AGREES TO BE BOUND HEREBY.

1.4. SURFACE DRAINAGE

ALL LOTS SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION WITHIN AND OUTSIDE OF THE SUBDIVISION, AND NO OWNER WITHIN THE SUBDIVISION SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.4. SHALL BE ENFORCEABLE BY EACH LOT OWNER.

1.5. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND IN CONFORMANCE WITH THE CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA MANUAL STANDARDS. PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT, THE OWNER OF THE PARTICULAR LOT SHALL CONSTRUCT, AND THEREAFTER MAINTAIN, A SIDEWALK WITHIN THOSE PORTIONS OF THE STREET RIGHTS-OF-WAY OF WEST NEW ORLEANS STREET (EAST 101ST STREET SOUTH) AND SOUTH OLIVE AVENUE (SOUTH 129TH EAST AVENUE) EXTENDING ALONG THE FULL PUBLIC STREET FRONTAGE ADJACENT TO THE OWNER'S LOT. SIDEWALKS SHALL BE CONTINUOUS WITH ADJOINING SIDEWALKS.

1.6. MUTUAL ACCESS EASEMENTS

THE OWNER DOES HEREBY ESTABLISH NONEXCLUSIVE, PERPETUAL EASEMENTS, DEPICTED AS "MUTUAL ACCESS EASEMENT" OR "MAE" ON THE ACCOMPANYING PLAT, FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS WITHIN THE SUBDIVISION ADJACENT THERETO. SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF OWNERS OF LOTS WITHIN THE SUBDIVISION, THEIR RESPECTIVE GUESTS, INVITEES, SUCCESSORS AND ASSIGNS, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING ENCLAVE AT SOUTHERN TRAILS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. PUD-001815-2024 "THE ENCLAVE AT SOUTHERN TRAILS"), BEING A MAJOR AMENDMENT OF PUD-000126-2022 "THE ENCLAVE AT SOUTHERN TRAILS", ALL AS PROVIDED WITHIN THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, AS THE SAME EXISTED ON OCTOBER 14, 2024 (DATE OF APPLICATION FILING); AND

WHEREAS, PUD-000126-2022 WAS RECOMMENDED UPON BY THE BROKEN ARROW PLANNING COMMISSION IN 2022 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW ON JANUARY 3, 2023; AND

WHEREAS, PUD-001815-2024 "THE ENCLAVE AT SOUTHERN TRAILS", A MAJOR AMENDMENT OF PUD-000126-2022, WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION NOVEMBER 21, 2024 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW ON DECEMBER 17, 2024; AND

WHEREAS, PUD-002316-2025 "THE ENCLAVE AT SOUTHERN TRAILS", A MINOR AMENDMENT OF PUD NUMBERS PUD-000126-2022 AND PUD-001815-2024, WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AUGUST 14, 2025; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, SUFFICIENT TO ENSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

WHEREAS, THE OWNERS DESIRE TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE COMPLIANCE WITH PUD NO. PUD-001815-2024 FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW.

NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

2.1. GENERAL DEVELOPMENT STANDARDS

2.1.1. FINAL DEVELOPMENT AREA BOUNDARIES:

PUD NO. PUD-001815-2024 DID NOT ESTABLISH THE BOUNDARY BETWEEN DEVELOPMENT AREAS "A", "B", AND "C". ALTHOUGH DESCRIBED IN SECTION III. OF THE PUD, FOR PURPOSES OF PUD-001815-2024, THE LAND AREAS OF THE DEVELOPMENT AREAS WERE APPROXIMATE AND THE LAND AREAS AND THE BOUNDARY BETWEEN SUCH DEVELOPMENT AREAS WERE TO BE ESTABLISHED UPON PLATTING; PROVIDED, HOWEVER, IN NO EVENT SHALL THE OVERALL RESIDENTIAL DENSITY, AS MEASURED BY MAXIMUM DWELLING UNITS WITHIN DEVELOPMENT AREA "C", NOR NONRESIDENTIAL INTENSITY, AS MEASURED BY MAXIMUM AGGREGATE NONRESIDENTIAL BUILDING FLOOR AREA WITHIN DEVELOPMENT AREAS "A", "B", AND "C", EXCEED THE ORIGINAL NUMBERS AS PROVIDED WITHIN THE PUD.

THEREFORE, DEVELOPMENT AREA BOUNDARIES AND AREAS ARE HEREBY ESTABLISHED BY THIS PUD SUBDIVISION PLAT AS FOLLOWS IN SECTION 2.2.

2.1.2. DEVELOPMENT IN ACCORDANCE WITH PLANNED UNIT DEVELOPMENT:

THE DEVELOPMENT OF SOUTHERN TRAILS ON OLIVE SHALL BE SUBJECT TO PUD NO. PUD-001815-2024 AND THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AS SUCH PROVISIONS EXISTED ON OCTOBER 14, 2024 (DATE OF APPLICATION FILING), OR AS MAY BE SUBSEQUENTLY AMENDED.

2.2. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA A (LOT 1, LESS THE SOUTH 146.33 FEET THEREOF, AND LOT 2 OF BLOCK 1)

DEVELOPMENT AREA A SHALL BE GOVERNED BY THE BROKEN ARROW ZONING ORDINANCE USE AND DIMENSIONAL STANDARDS AS ESTABLISHED BY THE CG DISTRICT EXCEPT AS HEREINAFTER MODIFIED:

2.2.1. LAND AREA:

GROSS LAND AREA (PUD)	460,944 SQUARE FEET	10.582 ACRES
NET LAND AREA (PUD):	343,274 SQUARE FEET	7,880 ACRES
GROSS LAND AREA (PLAT)	450,540 SQUARE FEET	10.343 ACRES
NET LAND AREA (PLAT):	332,870 SQUARE FEET	7.642 ACRES

2.2.2. PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT IN THE CG DISTRICT (EXCEPT AS SPECIFIED BELOW); THE FOLLOWING USES ALLOWED BY SPECIFIC USE PERMIT SHALL ALSO BE ALLOWED BY RIGHT: MICRO FOOD AND BEVERAGE PRODUCTION*; AND USES CUSTOMARILY ACCESSORY TO USES PERMITTED HEREIN, PROVIDED THAT EACH USE MEETS THE MINIMUM STANDARDS OF SECTION 3.3 OF THE ZONING ORDINANCE. EXCLUDED USES: MEDICAL MARIJUANA DISPENSARIES, PAWN SHOPS, BAIL BONDING, AND CHECK CASHER/PAYDAY LENDERS (DEFINED AS AN ESTABLISHMENT THAT IS SUBSTANTIALLY IN THE BUSINESS OF CHARGING A FEE TO CASH A CHECK AND/OR NEGOTIATING, ARRANGING, AIDING, OR ASSISTING A CONSUMER IN PROCURING PAYDAY LOANS).

2.2.3. MAXIMUM LOT AND BUILDING COVERAGE:	N/A
2.2.4. MAXIMUM FLOOR AREA:	295,481 **
2.2.5. MAXIMUM BUILDING HEIGHT:	52 FEET OR 3 STORIES
2.2.6. MINIMUM LOT FRONTAGE AND MINIMUM LOT WIDTH:	100 FT
2.2.7. MINIMUM BUILDING SETBACKS:	
FROM ARTERIAL STREET RIGHT-OF-WAY:	50 FT ***
FROM DEVELOPMENT AREAS B AND C BOUNDARIES:	10 FT
FROM EAST PUD BOUNDARY:	0 FT
FROM ALL OTHER BOUNDARIES:	0 FT
2.2.8. MINIMUM AND MAXIMUM PARKING RATIOS:	AS PER BROKEN ARROW ZONING ORDINANCE ****
2.2.9. OTHER BULK AND AREA REQUIREMENTS:	AS REQUIRED WITHIN CG DISTRICT

* USE IS SUBJECT TO ADDITIONAL DEVELOPMENT STANDARDS AS OUTLINED IN BROKEN ARROW ZONING ORDINANCE SECTION 3.2.

** AN INITIAL TRANSFER OF 4,520 SF OF NONRESIDENTIAL BUILDING FLOOR AREA IS TRANSFERRED BY THIS AMENDMENT TO COVER THE SIX (6) VERTICALLY MIXED-USE UNITS WITHIN DEVELOPMENT AREA B; ANY FUTURE TRANSFERS OF FLOOR AREA SHALL REQUIRE A SUBSEQUENT AMENDMENT OR AS OTHERWISE REQUIRED BY THE CITY OF BROKEN ARROW.

*** THE SETBACK IS REDUCED TO 25 FT WHERE NO PARKING IS LOCATED BETWEEN THE BUILDING AND THE STREET.

**** MINIMUM AND MAXIMUM PARKING MAY BE MODIFIED BY THE BROKEN ARROW PLANNING COMMISSION UPON APPROVAL OF A PUD MINOR AMENDMENT.

2.3. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA B (THE SOUTH 146.33 FEET OF LOT 1, BLOCK 1)

DEVELOPMENT AREA B SHALL BE GOVERNED BY THE BROKEN ARROW ZONING ORDINANCE USE STANDARDS AS ESTABLISHED BY THE CM DISTRICT AND THE DIMENSIONAL STANDARDS AS ESTABLISHED BY THE RM DISTRICT EXCEPT AS HEREINAFTER MODIFIED:

2.3.1. LAND AREA:

GROSS LAND AREA (PUD):	40,539 SQUARE FEET	0.931 ACRES
NET LAND AREA (PUD):	33,225 SQUARE FEET	0.763 ACRES
GROSS LAND AREA (PLAT):	38,883 SQUARE FEET	0.893 ACRES
NET LAND AREA (PLAT):	31,566 SQUARE FEET	0.725 ACRES

2.3.2. PERMITTED USES:

MULTI-FAMILY DWELLINGS; VERTICALLY MIXED-USE BUILDINGS INCLUDING SECOND-FLOOR DWELLING UNITS AND GROUND FLOOR NONRESIDENTIAL USES LIMITED TO THE FOLLOWING USES: CATERING SERVICE, MICRO FOOD AND BEVERAGE PRODUCTION (SUBJECT TO ZONING ORD. SECTION 3.2), BUSINESS OR PROFESSIONAL OFFICES, FITNESS AND RECREATIONAL SPORTS CENTER, ART GALLERY OR STUDIO, GENERAL PERSONAL SERVICES, INSTRUCTIONAL SERVICES, GENERAL RETAIL (BUT EXCLUDING PAWN SHOPS), AND MAKERSPACES (DEFINED AS FACILITIES FOR SMALL-SCALE, CRAFT PRODUCTION, THAT PRODUCE OR MAKE ITEMS THAT BY THEIR NATURE, ARE DESIGNED OR MADE BY AN ARTIST OR CRAFTSMAN BY USING HAND SKILLS); NEIGHBORHOOD COMMUNITY PLAYFIELDS AND PARKS, INCLUDING CLUBHOUSES, POOLS, AND SIMILAR NEIGHBORHOOD AMENITIES; MINOR UTILITY FACILITIES; AND USES CUSTOMARILY ACCESSORY TO USES PERMITTED HEREIN, PROVIDED THAT EACH USE MEETS THE MINIMUM STANDARDS OF SECTION 3.3 OF THE ZONING ORDINANCE. NO MORE THAN 4 DWELLING UNITS SHALL BE ATTACHED UNLESS IN A ROWHOUSE* TYPE OF CONFIGURATION.

2.3.3. MAXIMUM NUMBER OF DWELLING UNITS:	6
2.3.4. MINIMUM LOT WIDTH:	100 FT
2.3.5. MINIMUM LOT FRONTAGE:	100 FT
2.3.6. MINIMUM LOT AREA:	2,300 SF PER DWELLING UNIT
2.3.7. MINIMUM LAND AREA PER DWELLING UNIT:	2,200 SF **
2.3.8. MAXIMUM BUILDING HEIGHT:	2 STORIES AND 35 FT ***
2.3.9. MINIMUM OFF-STREET PARKING:	1.5 PER SINGLE BEDROOM DWELLING UNIT 2 PER TWO OR MORE BEDROOMS DWELLING UNIT 1 ADDITIONAL PER EACH 750 SF OF VERTICALLY MIXED-USE UNIT BUILDING FLOOR AREA
2.3.10. MAXIMUM LOT AND BUILDING COVERAGE:	60% ****
2.3.11. MINIMUM LIVABILITY OPEN SPACE PER DU:	1,200 SF ****
2.3.12. MAXIMUM NONRESIDENTIAL BUILDING FLOOR AREA:	4,520 SF *****
2.3.13. MINIMUM YARD SETBACKS:	
FROM ARTERIAL STREET RIGHT-OF-WAY:	75 FT ******
FROM DEVELOPMENT AREA A:	10 FT
FROM DEVELOPMENT AREA C:	5 FT
FROM SOUTH PUD BOUNDARY:	20 FT
2.3.14. OTHER BULK AND AREA REQUIREMENTS:	AS REQUIRED WITHIN THE RM DISTRICT

* A ROWHOUSE IS DEFINED BY A SERIES OF ATTACHED DWELLING UNITS WHERE ALL VERTICAL STORIES OF A UNIT ARE INHABITED BY A SINGLE FAMILY.

** MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF DWELLING UNITS TO GROSS LAND AREA AS PROVIDED IN SECTION 4.1.E.1.B. OF THE BROKEN ARROW ZONING ORDINANCE. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.

*** ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.

DATE OF PREPARATION: January 12, 2026

Conditional Final Plat

PUD-001815-2024

Southern Trails
ON OLIVE

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4)
OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION & RESTRICTIVE COVENANTS (CONTINUED)

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS (CONTINUED)

**** MAXIMUM AGGREGATE LOT COVERAGE BY BUILDINGS, PARKING, AND DRIVES IS LIMITED TO THE LESSER OF 60% OR THAT AMOUNT NECESSARY TO MEET MINIMUM LIVABILITY OPEN SPACE REQUIREMENTS. LIVABILITY OPEN SPACE, DEFINED AS OPEN SPACE NOT UTILIZED FOR PARKING OR DRIVES, AND INCLUDING SIDEWALKS AND TRAILS, MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 4.1.E.1.D. OF THE BROKEN ARROW ZONING ORDINANCE.

***** AN INITIAL TRANSFER OF 4,520 SF OF NONRESIDENTIAL BUILDING FLOOR AREA IS TRANSFERRED FROM DEVELOPMENT AREA A TO THIS DEVELOPMENT AREA B BY THIS AMENDMENT TO COVER THE SIX (6) VERTICALLY MIXED-USE UNITS WITHIN DEVELOPMENT AREA B; ANY FUTURE TRANSFERS OF FLOOR AREA SHALL REQUIRE A SUBSEQUENT AMENDMENT OR AS OTHERWISE REQUIRED BY THE CITY OF BROKEN ARROW.

****** THE SETBACK IS REDUCED TO 35 FT WHERE NO PARKING IS LOCATED BETWEEN THE BUILDING AND THE STREET

2.4. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA C (LOT 3, BLOCK 1)

DEVELOPMENT AREA C SHALL BE GOVERNED BY THE BROKEN ARROW ZONING ORDINANCE USE AND DIMENSIONAL STANDARDS AS ESTABLISHED BY THE RM DISTRICT EXCEPT AS HEREINAFTER MODIFIED:

2.4.1. LAND AREA:

GROSS LAND AREA (PUD):	500,424 SQUARE FEET	11.488 ACRES
NET LAND AREA (PUD):	500,424 SQUARE FEET	11.488 ACRES
GROSS LAND AREA (PLAT):	512,423 SQUARE FEET	11.764 ACRES
NET LAND AREA (PLAT):	512,423 SQUARE FEET	11.764 ACRES

2.4.2. PERMITTED USES:

MULTI-FAMILY DWELLINGS; NEIGHBORHOOD COMMUNITY PLAYFIELDS AND PARKS, INCLUDING CLUBHOUSES, POOLS, AND SIMILAR NEIGHBORHOOD AMENITIES; MINOR UTILITY FACILITIES; AND USES CUSTOMARILY ACCESSORY TO USES PERMITTED HEREIN, PROVIDED THAT EACH USE MEETS THE MINIMUM STANDARDS OF SECTION 3.3 OF THE ZONING ORDINANCE. NO MORE THAN 4 DWELLING UNITS SHALL BE ATTACHED UNLESS IN A ROWHOUSE* TYPE OF CONFIGURATION.

2.4.3. MAXIMUM NUMBER OF DWELLING UNITS: 154

2.4.6.	MINIMUM LOT AREA:	2,300 SF PER DWELLING UNIT
2.4.7.	MINIMUM LAND AREA PER DWELLING UNIT:	2,200 SF **
2.4.8.	MAXIMUM BUILDING HEIGHT:	2 STORIES AND 35 FT ***
2.4.9.	MINIMUM OFF-STREET PARKING:	
	1.5 PER SINGLE BEDROOM DWELLING UNIT	
	2 PER TWO OR MORE BEDROOMS DWELLING UNIT	
2.4.10.	MAXIMUM LOT AND BUILDING COVERAGE:	60% ****
2.4.11.	MINIMUM LIVABILITY OPEN SPACE PER DU:	1,200 SF ****
2.4.12.	MINIMUM YARD SETBACKS:	
	FROM ARTERIAL STREET RIGHT-OF-WAY:	75 FT *****
	FROM DEVELOPMENT AREAS A AND B:	10 FT
	FROM EAST PUD BOUNDARY:	15 FT
	FROM SOUTH PUD BOUNDARY:	20 FT

2.4.13. OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN THE RM DISTRICT

* A ROWHOUSE IS DEFINED BY A SERIES OF ATTACHED DWELLING UNITS WHERE ALL VERTICAL STORIES OF A UNIT ARE INHABITED BY A SINGLE FAMILY.

** MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF DWELLING UNITS TO GROSS LAND AREA AS PROVIDED IN SECTION 4.1.E.1.B. OF THE BROKEN ARROW ZONING ORDINANCE. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.

*** ARCHITECTURAL FEATURES MAY EXTEND A MAX. OF FIVE (5) FEET ABOVE MAXIMUM PERMITTED BUILDING HEIGHT.

**** MAXIMUM AGGREGATE LOT COVERAGE BY BUILDINGS, PARKING, AND DRIVES IS LIMITED TO THE LESSER OF 60% OR THAT AMOUNT NECESSARY TO MEET MINIMUM LIVABILITY OPEN SPACE REQUIREMENTS. LIVABILITY OPEN SPACE, DEFINED AS OPEN SPACE NOT UTILIZED FOR PARKING OR DRIVES, AND INCLUDING SIDEWALKS AND TRAILS, MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 4.1.E.1.D. OF THE BROKEN ARROW ZONING ORDINANCE.

*****THE SETBACK IS REDUCED TO 35 FT WHERE NO PARKING IS LOCATED BETWEEN THE BUILDING AND THE STREET.

2.5. ADDITIONAL DEVELOPMENT STANDARDS

2.5.1. LANDSCAPING AND SCREENING STANDARDS:

LANDSCAPING AND SCREENING WITHIN THE DEVELOPMENT SHALL MEET THE STANDARDS OF THE CITY OF BROKEN ARROW ZONING ORDINANCE IN EFFECT AS OF JULY 1, 2025. IN LIEU OF LANDSCAPE BUFFERS INTERNAL TO THE SITE, RESIDENTIAL YARDS ADJOINING COMMERCIAL DEVELOPMENT AREAS WILL BE LANDSCAPED WITH AT LEAST ONE (1) TREE PER DWELLING UNIT ALONG THE COMMON BOUNDARY LINE. THE LANDSCAPING UNITS REQUIRED BY ZONING ORDINANCE SECTION 4-3-6.C.1 MAY BE REDUCED BY 25% IF NECESSARY TO AVOID CONFLICTS WITH UTILITIES.

THE EASTERN BOUNDARY IS SHARED WITH COMMERCIAL LOT 1, BLOCK 1, OPEN SPACE RESERVE A, AND PART OF THE WESTERLY LINE OF SINGLE-FAMILY RESIDENTIAL LOT 7, BLOCK 12, ALL IN "THE RETREAT." SCREENING IS NOT NECESSARY BETWEEN COMMERCIAL LOTS. THE EASTERNMOST DWELLING UNITS ARE DESIGNED TO FACE OPEN SPACE RESERVE A. HOWEVER, A SCREENING FENCE WOULD BLOCK THE VIEW OF THE OPEN SPACE. THEREFORE, A SCREENING FENCE WITH A MINIMUM 6 FEET IN HEIGHT WILL BE PROVIDED ALONG THE EASTERN BOUNDARY OF THE PROPERTY COMMON WITH THE WESTERLY LINE OF SINGLE-FAMILY RESIDENTIAL LOT 7, BLOCK 12, AND ALONG RESERVE A UNLESS WAIVED IN WRITING BY THE OWNER OF RESERVE A AND THE HOMEOWNERS ASSOCIATION FOR "THE RETREAT." A SCREENING FENCE WILL NOT BE REQUIRED ALONG THE SOUTHERN BOUNDARY ABUTTING THE GREENSPACE, THE WESTERN BOUNDARY ALONG OLIVE AVENUE, OR INTERNAL TO THE SITE.

2.5.2. STREET DESIGN AND ACCESS:

ACCESS TO DEVELOPMENT AREA A WILL BE VIA THREE CURB CUTS ON WEST NEW ORLEANS STREET AND TWO CURB CUTS ON SOUTH OLIVE AVENUE. THE OFFSET SPACING FOR THE EASTERNMOST DRIVE MAY BE REDUCED TO 100 FEET IF AN ENGINEERING VARIANCE IS APPROVED BY ENGINEERING & CONSTRUCTION. IF NOT APPROVED, THE SPACING MUST MEET THE REQUIREMENTS SET FORTH IN THE ZONING ORDINANCE. THE EXISTING OPPOSING DRIVE IS TOO NEAR THE EASTERN BOUNDARY OF THE TRACT TO PROVIDE AN ADEQUATELY ALIGNED LOCATION. IF THE PROPOSED DRIVE LOCATION IS SHIFTED FURTHER WEST IT WILL RESTRICT THE DEVELOPABILITY OF THE EASTERN PORTION OF THE COMMERCIAL TRACT OR VIOLATE THE SAME SIDE SPACING CRITERIA. THE OPPOSING DRIVE IS ALSO A SECONDARY ACCESS POINT FOR THE CHURCH WHICH WILL HELP TO LIMIT CONFLICTING TURNING MOVEMENTS. SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF BROKEN ARROW SUBDIVISION REGULATIONS.

ACCESS TO DEVELOPMENT AREA C WILL BE VIA EXTENSION OF TWO SHARED ACCESS DRIVES FROM WEST NEW ORLEANS STREET AND THE SOUTHERN ACCESS DRIVE FROM SOUTH OLIVE AVENUE. CONNECTIVITY WITHIN THE OVERALL SITE LAYOUT WILL BE PROVIDED VIA MUTUAL ACCESS EASEMENTS. THIS LAYOUT SHALL BE COORDINATED WITH CITY STAFF.

2.5.3. UTILITIES:

THE CITY OF BROKEN ARROW WILL PROVIDE WATER, SANITARY SEWER, AND STORM SEWER SERVICE TO THE PROPERTY. DOMESTIC WATER SERVICE AND FIRE PROTECTION FOR THE SITE WILL BE PROVIDED VIA CONNECTION TO EXISTING WATERLINES ALONG NEW ORLEANS STREET AND OLIVE AVENUE. SANITARY SEWER WILL BE EXTENDED FROM EXISTING LINES ALONG THE SITE BOUNDARY THROUGHOUT THE DEVELOPMENT. A DETENTION FACILITY HAS BEEN CONSTRUCTED SOUTH OF THE PUD BOUNDARY AS PART OF THE LAKES AT RABBIT RUN. THE DETENTION VOLUME WAS SIZED TO ACCOMMODATE UNDETAINED RUNOFF FROM THIS PUD AREA. ALL DRAINAGE INFRASTRUCTURE SHALL CONFORM TO CITY CODE REQUIREMENTS AND THE DETENTION DETERMINATION AND DESIGN STANDARDS AND THE LAYOUT AND DESIGN SHALL BE COORDINATED THROUGH CITY STAFF.

FRANCHISE UTILITIES WILL ALSO SERVE THE PROJECT WITH COMMUNICATIONS, NATURAL GAS, AND ELECTRICITY. WE ANTICIPATE UNDERGROUND SERVICES THROUGHOUT THE DEVELOPMENT.

2.5.4. MULTIFAMILY BUILDING AND SITE DESIGN STANDARDS:

DUE TO THE UNIQUE, LOW-DENSITY TOWNHOUSE-STYLE MULTIFAMILY RESIDENTIAL DEVELOPMENT PROPOSED FOR DEVELOPMENT AREA C, CERTAIN DESIGN ELEMENTS BENEFIT FROM A RELAXATION OF BROKEN ARROW ZONING ORDINANCE SECTION 5.5.C.

BUILDINGS SHALL HAVE A MINIMUM SEPARATION OF 10 FEET FROM ALL FRONT, SIDE AND REAR WALLS.

THERE IS NO LIMIT TO THE NUMBER OF BUILDINGS CONTINUOUSLY ON THE SAME BUILDING LINE.

BUILDINGS SHALL BE ARRANGED SO THAT THE FRONTS OF THE BUILDINGS ARE SET TO THE FRONT OR BACK OF EACH ADJACENT FRONT BUILDING LINE BY AT LEAST THIRTY FEET (30') OR MORE.

PARKING LOTS SHALL BE NO MORE THAN FIVE HUNDRED FEET (500') IN LENGTH WITHOUT AN OFFSET CHANGE IN DIRECTION OF THIRTY FEET (30') OR MORE, CENTERLINE TO CENTERLINE, OR AN INTERSECTION WITH ANOTHER CENTERLINE. OFF-STREET PARKING SHALL OTHERWISE MEET THE REQUIREMENTS OF THE BROKEN ARROW ZONING ORDINANCE.

THE MAXIMUM LENGTH OF ANY MULTI-FAMILY BUILDING SHALL BE 250'.

EACH FACADE GREATER THAN 180' IN LENGTH, MEASURED HORIZONTALLY, SHALL INCORPORATE WALL PLANE PROJECTIONS OR RECESSES HAVING A DEPTH OF AT LEAST TEN PERCENT (10%) OF THE LENGTH OF THE FACADE, AND EXTENDING AT LEAST TWENTY PERCENT (20%) OF THE LENGTH OF THE FACADE. NO FAÇADE SHALL EXCEED FIFTY HORIZONTAL FEET (50') UNLESS INTERRUPTED BY WALL PLACE PROJECTIONS OR RECESSES HAVING A DEPTH OF AT LEAST 1/3'.

ALL STANDARD DWELLING UNITS WILL HAVE THEIR OWN ENCLOSED GARAGE, PROVIDING COVERED, ENCLOSED, AND SECURE STORAGE AREAS FOR BICYCLES AND OTHER BELONGINGS THAT TYPICALLY CANNOT BE ACCOMMODATED WITHIN INDIVIDUAL DWELLING UNITS. LIVE WORK UNITS ARE CURRENTLY DESIGNED TO BE SERVED BY CARPORTS. THEREFORE, NO SPECIAL STORAGE BUILDINGS ARE PROPOSED FOR INDIVIDUAL TENANT USE.

2.5.5. PLATTING AND DETAILED SITE PLAN REVIEW:

NO BUILDING PERMIT SHALL BE ISSUED FOR ANY STRUCTURE UNTIL A DETAILED SITE PLAN INCLUDING LANDSCAPING AND BUILDING ELEVATIONS IS SUBMITTED TO AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AND CITY COUNCIL AS IN CONFORMANCE WITH THE STANDARDS AND DEVELOPMENT CONCEPT OF THIS PUD. THE SITE PLAN SHALL BE CONSIDERED IN A PUBLIC HEARING AND APPROPRIATE NOTICES SHALL BE MAILED TO THE SURROUNDING PROPERTY THE PLANNING COMMISSION AND/OR CITY COUNCIL SPECIFICALLY RESERVES THE RIGHT TO REQUIRE UP TO 100% MASONRY ON ANY FAÇADE WITHIN THE DEVELOPMENT.

SECTION III. PROPERTY OWNERS' ASSOCIATION

3.1. FORMATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION CONSISTING OF ALL RECORD OWNERS OF FEE TITLE INTERESTS IN LOTS WITHIN "SOUTHERN TRAILS ON OLIVE" (THE "PROPERTY OWNERS' ASSOCIATION" OR "ASSOCIATION"), FOR THE LIMITED PURPOSE OF MAINTAINING AND ALLOCATING COSTS FOR SHARED PRIVATE INFRASTRUCTURE LOCATED WITHIN RECORDED EASEMENTS THAT SERVE MORE THAN ONE LOT. THE ASSOCIATION IS NOT A HOMEOWNER'S ASSOCIATION AND SHALL HAVE NO AUTHORITY OVER LAND USE, ARCHITECTURAL DESIGN, SIGNAGE, SITE PLANNING, OR OPERATIONAL MATTERS. ANY GOVERNANCE, VOTING, OR COST-ALLOCATION PROVISIONS OF THE ASSOCIATION SHALL BE SET FORTH IN A SEPARATE PROPERTY OWNER'S ASSOCIATION AGREEMENT AND NOT IN THIS DEED OF DEDICATION OR RESTRICTIVE COVENANTS.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

4.1. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. EASEMENTS AND UTILITIES, SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, AND SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., AND IV., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I., II., OR IV., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW OR ANY OWNER OF LAND WITHIN THE SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

4.2. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

4.3. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC EASEMENTS AND UTILITIES AND SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD NO. PUD-001815-2024 BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND RECORDING OF A COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

4.4. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, PERKINS DEVELOPMENT CORPORATION HAS CAUSED THIS DEED OF DEDICATION TO BE EXECUTED THIS _____ DAY OF _____, 2026.

PERKINS DEVELOPMENT CORPORATION
AN OKLAHOMA CORPORATION

BY _____
MARK PERKINS, PRESIDENT

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2026, PERSONALLY APPEARED MARK PERKINS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AS PRESIDENT OF PERKINS DEVELOPMENT CORPORATION, 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 PERKINS DEVELOPMENT CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.
WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2026.

BY: _____
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

LICENSED PROFESSIONAL LAND SURVEYOR — Dan Edwin Tanner 1435 — OKLAHOMA

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____, 2026, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2028 _____
MY COMMISSION EXPIRES JENNIFER MILLER, NOTARY PUBLIC

JENNIFER A. MILLER — NOTARY PUBLIC — STATE OF OKLAHOMA — # 12002299 — EXP 03/08/2028

DATE OF PREPARATION: January 12, 2026

Conditional Final Plat

PUD-001815-2024

Southern Trails
ON OLIVE

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4)
OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

NORTH

0 30 60 90

Scale: 1"= 60'

Tanner Consulting

Benchmark 1

FOUND 3/8" IRON PIN IN ASPHALT AT THE NORTHWEST CORNER OF SECTION 28 (377497.21N, 2609265.04E)

ELEVATION = 685.42' (NAVD 88)

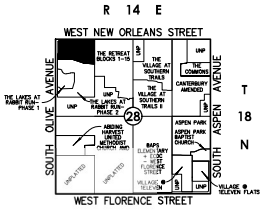
SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2027
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

OWNER/DEVELOPER:
Perkins Development Corporation
AN OKLAHOMA CORPORATION
MARK PERKINS - PRESIDENT
1420 South Harvard Avenue
Tulsa, OK 74112
Phone: (918) 812-8325

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
GOV'T	GOVERNMENT
LNA	LIMITS OF NO ACCESS
MAE	MUTUAL ACCESS EASEMENT
ODE	OVERLAND DRAINAGE EASEMENT
RLS.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1234	ADDRESS ASSIGNED
o	FOUND MONUMENT
●	SET MONUMENT (SEE NOTE 2)

R 14 E



Location Map
Scale: 1"= 2000'

SUBDIVISION CONTAINS:

THREE (3) LOTS
IN ONE (1) BLOCK

GROSS SUBDIVISION AREA: 20.489 ACRES

POINT OF COMMENCEMENT
NORTHWEST CORNER NW/4 NW/4
SECTION 28, T-18-N, R-14-E
FOUND 3/4" IRON PIN
(BENCHMARK 1)

West New Orleans Street (E. 101st St. S.)

BASIS OF BEARINGS

1317.40'
N 88°43'49" E
24.75' STATUTORY SECTION LINE RIGHT-OF-WAY

N 88°43'49" E
765.44'

POINT OF BEGINNING

35.25' RIGHT-OF-WAY (DOC#2012048270)

NORTHEAST CORNER NW/4
SECTION 28, T-18-N, R-14-E
FOUND IRON PIN WITH YELLOW CAP

NORTHEAST CORNER NW/4 NW/4
SECTION 28, T-18-N, R-14-E
FOUND 3/8" IRON PIN

ENGINEERING VARIANCE
SUBMITTED FOR 30' CURB
RADIUS EV-002673-2026

RIGHT-OF-WAY DEED (DOC#2008031520)

N 88°43'49" E
405.00'

N 58°43'51" E
60.00'

16.5' COMMUNICATIONS EASEMENT BK 5584 PG 1855

581.73' – N 88°43'49" E

20' RIGHT-OF-WAY DEDICATED BY THIS PLAT

South Olive Avenue (S. 129th E. Ave.)

24.75' STATUTORY SECTION LINE RIGHT-OF-WAY

RIGHT-OF-WAY DEED (DOC#2008031520)

N 1°16'12" W
405.00'

N 28°41'38" E
40.00'

N 1°16'12" W
157.24'

S 88°41'38" W
514.10'

LOT 1
7.223 ACRES

LOT 2
1.144 ACRES

LOT 3
11.764 ACRES

RESERVE A

The Retreat Blocks 1-15

The Lakes at Rabbit Run - Phase 2

RESERVE 'O'
STORMWATER DETENTION/OVERLAND DRAINAGE/CONSERVATION EASEMENT

PROPOSED PRIVATE STORM SEWER SHARED PER PUD

PROPOSED PUBLIC SANITARY SEWER

PRIVATE DRIVE

15' UTILITY EASEMENT

20' UTILITY EASEMENT

40' UTILITY EASEMENT

22' UTILITY EASEMENT

28' MUTUAL ACCESS EASEMENT

40' MUTUAL ACCESS EASEMENT

821.74'
S 1°20'17" E

373.55'
N 72°29'45" W

402.23'
N 85°34'07" W

E01
Include sidewalk easement on the 15' U/E

E02
The easement doesn't cover the sanitary manhole.

E03
Show a perimeter 11' U/E

E04
Show the additional ODE for the convergence of the two 30' ODE's and the two inlets.

E05
Recommend a private storm sewer easement

E06
Add the lot area in square feet (typ)

E07
Based on the conceptual design add address place holders for the future buildings for lot 1

E08
Based on the design review for the Enclave add address place holders for the future buildings for lot 3.
All buildings may need a primary address with a unit number or unit address. This will need to be addressed during the final plat phase.

E09
Identify the utility provider for water and sanitary

E10
Add a sidewalk easement outside of the MAE

E11
The engineering plans show a utility easement is needed.

Notes:

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS FOUND OR ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" OR "TANNER CA2661" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
   (A) FOUND 3/4" IRON PIN AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 28;
   (B) FOUND 5/8" IRON PIN AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 28;
   THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°43'49" EAST.
4. ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF BROKEN ARROW AND WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY WEST NEW ORLEANS STREET AND BY SOUTH OLIVE AVENUE, BOTH BEING PUBLIC STREETS.
6. STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-020325-03.
7. ALL LOTS REQUIRE BACKFLOW PREVENTION PER BROKEN ARROW CITY ORDINANCE.

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.

_____
Mayor

_____
Attest: City Clerk

DATE OF PREPARATION: January 12, 2026

Southern Trails on Olive
PROJECT # PR-000089-2022
SHEET 1 OF 3

P:\2026\2026089\CIVIL\SHEETS\2026089.DWG, FPL, 1/12/2026 2:16:19 PM, PMARTIN, 1:1, TANNER CONSULTING, L.L.C., OF CA 2661 EXP 6/30/2027

City of Broken Arrow

Request for Action

File #: 26-438, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:

Approval of PR-000910-2026 | PT-002655-2026, Conditional Final Plat, Brook Chase Phase VI, 25.94 acres, 92 proposed lots, AG (Agricultural) to RS-4 (Single Family Residential) via BAZ-2074, located one-half mile north of Washington Street (91st Street), one-half mile west of 23rd Street (193rd E. Avenue/County Line Road)

Background:
PT-002655-2026, the conditional final plat for Brook Chase Phase VI, contains 25.94 acres with 92 proposed lots. This property, which is located one-half mile north of Washington Street (91st Street) and one-half mile west of 23rd Street (193rd E. Avenue/County Line Road), has been approved for rezoning from AG (Agricultural) to RS-4 (Single Family Residential) subject to the property being platted. The preliminary plat for the site was approved by the Planning Commission on September 26, 2024.

Primary access will be to Washington Street via 16th Street accessed through the adjoining subdivision Brook Chase Phase V.

Water and sanitary sewer service will be provided by the City of Broken Arrow. According to FEMA maps, small portions of one lot and Reserve I are in the 100-year floodplain.

The Technical Advisory Committee reviewed the conditional final plat for Brook Chase Phase VI on March 3, 2026. The Planning Commission, in their meeting of March 12, 2026, recommended approval (4-0 vote) of this conditional final plat. No one spoke in support of or in opposition to this item.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: Planning Commission Staff Report

Checklist

Conditional final plat

Recommendation:

Approve PT-002655-2026, conditional final plat for Brook Chase Phase VI, be approved, subject to the attached checklist.

City of Broken Arrow

Request for Action

File #: 26-399, **Version:** 1

Broken Arrow Planning Commission
03-12-2026

To:	**Chairman and Commission Members**
From:	**Community Development Department**
Title:	
	Approval of PR-000910-2026|PT-002655-2026, Conditional Final Plat, Brook Chase Phase VI, 25.94 acres, 92 Lots, AG (Agricultural) to RS-4 (Single Family Residential) via BAZ-2074, located one-half mile north of Washington Street (91st Street), one-half mile west of 23rd Street (193rd E. Avenue/County Line Road)
Background:	
Applicant:	Mikel Vanover, Olsson, Inc.
Owner:	Dave Cocolin, Eagle 1 Investments
Developer:	N/A
Engineer:	Mikel Vanover & Austin Mayes, Olsson, Inc.
Location:	One-half mile north of Washington Street, one-half mile west of 23rd Street
Size of Tract	25.94 acres
Number of Lots:	92
Present Zoning:	AG (Agricultural)
Proposed Zoning:	RS-4 (Single Family Residential)
Comp Plan:	Level 2 (Urban Residential)

PT-002655-2026, the conditional final plat for Brook Chase VI, contains 92 lots on 25.94 acres. This property, which is located one-half mile west of 23rd Street (193rd Avenue/County Line Road) and one-half mile north of Washington Street (91st Street), has been approved for rezoning from AG (Agricultural) to RS-4 (Single-Family Residential), subject to the property being platted.

Single-family lots encompass the majority of the proposed plat, and these lots generally meet the minimum standards of the RS-4 zoning district. Primary access to this development will be provided on Washington Street by way of 16th Street accessed through the adjoining subdivision Brook Chase Phase III.

According to FEMA maps, small portions of one lot and Reserve I are in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow. This conditional final plat was reviewed by the Technical Advisory Committee on March 3, 2026, where the stakeholders did not have any comments.

Attachments: Checklist
Conditional Final Plat

Recommendation:
Staff recommends PR-000910-2026|PT-002655-2026, conditional final plat for Brook Chase VI, be approved subject to the attached checklist.

Reviewed by: Rocky Henkel

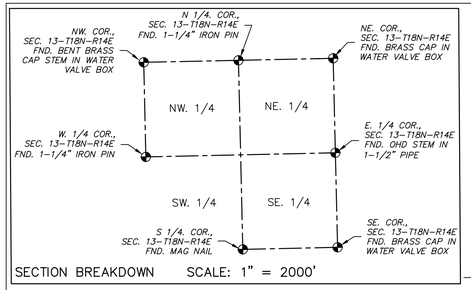
Approved by: Jane Wyrick

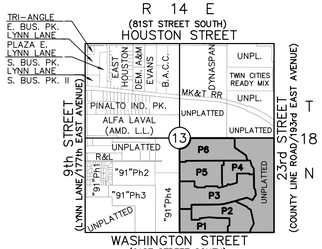
MEH

CONDITIONAL FINAL PLAT

BROOK CHASE PHASE VI

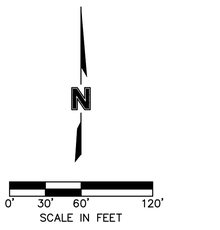
A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA





Location Map

SCALE: 1"=2000'



OWNER:
EAGLE I INVESTMENTS, LLC

DAVE COCOLIN, MANAGER
P.O. BOX 472106
TULSA, OK 74147
918-629-9671
EMAIL: DAVE@PARADIGMTULSA.COM

ENGINEER:
OLSSON, INC.

AUSTIN MAYES, PE
OK C.A. No. 2483 (PE/LS)
EXPIRES JUNE 30, 2027
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: AMAYES@OLSSON.COM

SURVEYOR:
OLSSON, INC.

DARREL RAY MASON, OKPLS 1690
OK C.A. NO. 2483 (PE/LS)
EXPIRES JUNE 30, 2027
11600 BROADWAY EXTENSION, SUITE 300
OKLAHOMA CITY, OK 73114
405-242-6000
EMAIL: DMASON@OLSSON.COM

ZONING REQUIREMENTS

CURRENT ZONING: RS–4

MIN. LOT FRONTAGE:	55'
MIN. LOT AREA:	6,500 S.F.
MIN. FRONT BUILDING SETBACK:	20'
MIN. SIDE YARD SETBACK (BOTH):	10'
MIN. SIDE YARD SETBACK (ONE):	5'
MIN. REAR YARD SETBACK:	20'
MAX. HEIGHT:	35'

PLAT DATA

SUBDIVISION CONTAINS 92 LOTS ON 4 BLOCKS

TOTAL AREA = 1,130,080.26 SF, 25.94 AC

UTILITY NOTES:

WATER SERVICE BY CITY OF BROKEN ARROW.

SANITARY SERVICE BY CITY OF BROKEN ARROW.

FLOOD ZONE

FEMA MAP NUMBER 40143C0392L,
PANEL NUMBER 0392L
ZONE X
MAP REVISED SEPT 30, 2016

BASIS OF BEARINGS

OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE: 3501 THE WEST LINE OF THE SE/4 OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA N01°18'45"W

BENCHMARK

BENCHMARK NAME: BA 26

DESCRIPTION: 5/8" REBAR–1 1/2" ALUMINUM CAP–FLUSH–STAMPED "BA 26" SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83
NORTHING: 383229.887
EASTING: 2630291.884
VERTICAL DATUM: NAVD 88 ELEV. 670.307

LEGEND AND ABBREVIATIONS

- PROPERTY BOUNDARY LINE
- PROPOSED RIGHT OF WAY
- PROPOSED LOT LINE
- PROPOSED BUILDING SETBACK
- PROPOSED EASEMENT LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- 1 BLOCK NUMBER
- 1 LOT NUMBER
- [1916] LOT ADDRESS
- SECTION CORNER

U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.E.	STORMWATER EASEMENT
O.D.E.	OVERLAND DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
W.E.	WATER LINE EASEMENT
B.L.	BUILDING LINE
EX.	EXISTING
L.N.A.	LIMITS OF NO ACCESS
ROW	RIGHT OF WAY
RES.	RESERVE
ESMT.	EASEMENT
S.B.	SETBACK
FFE	FINISHED FLOOR ELEVATION

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma

_____
Mayor

_____
Attest: City Clerk

ALL WEDGE–SHAPED LOTS ARE A MINIMUM OF 55' IN WIDTH AT THE BUILD LINE.

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	25.00	048°10'28"	21.02	N25°23'59"W	20.41
C2	50.00	186°27'32"	162.72	N43°44'16"E	99.84
C3	25.00	048°11'23"	21.03	S67°07'57"E	20.41
C4	25.00	090°07'09"	39.32	N43°44'50"E	35.39
C5	50.00	090°04'45"	78.61	N43°43'59"E	70.76
C6	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C7	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C8	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C9	25.00	048°12'18"	21.03	S67°07'29"E	20.42
C10	50.00	186°28'45"	162.73	N43°44'18"E	99.84
C11	25.00	048°11'48"	21.03	N25°24'11"W	20.42
C12	25.00	090°04'38"	39.30	N43°44'02"E	35.38
C13	25.00	047°54'43"	20.91	N67°16'17"W	20.30
C14	50.00	186°06'06"	162.40	S43°38'02"W	99.86
C15	25.00	048°11'23"	21.03	S25°19'20"E	20.41
C16	50.00	090°00'00"	78.54	N43°46'22"E	70.71
C17	25.00	090°00'00"	39.27	N43°46'22"E	35.36
C18	25.00	048°11'23"	21.03	S22°52'03"W	20.41

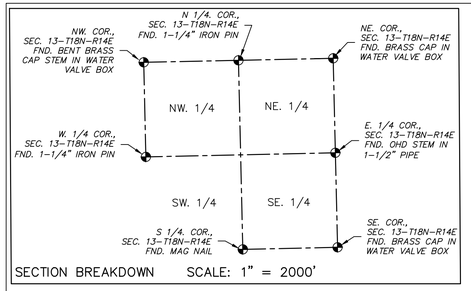
CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C19	50.00	276°22'46"	241.19	N88°46'22"E	66.67
C20	25.00	048°11'23"	21.03	N25°19'20"W	20.41
C21	25.00	089°55'22"	39.24	N46°15'58"W	35.33
C22	25.00	048°10'58"	21.02	N22°47'12"E	20.41
C23	50.00	186°16'47"	162.56	N46°15'42"W	99.85
C24	25.00	048°10'28"	21.02	S64°41'08"W	20.41
C25	50.00	089°55'21"	78.47	N46°15'58"W	70.66
C26	25.00	089°54'54"	39.23	S46°16'12"E	35.33
C27	25.00	090°00'00"	39.27	N46°13'38"W	35.36
C28	25.00	090°00'00"	39.27	S43°46'22"W	35.36
C29	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C30	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C31	25.00	048°11'23"	21.03	S64°40'40"W	20.41
C32	50.00	185°33'08"	161.92	N46°38'27"W	99.88
C33	25.00	047°27'57"	20.71	N22°24'08"E	20.12
C34	50.00	089°53'48"	78.45	N46°16'44"W	70.65
C35	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C36	50.00	090°04'39"	78.61	N43°44'02"E	70.76

EXISTING EASEMENT / RIGHT-OF-WAY INFORMATION		
#	EASEMENT TYPE	DOC.#
1	20' UTILITY EASEMENT	20250XXXXX
2	11' UTILITY EASEMENT	2025089188
3	11' UTILITY EASEMENT	20250XXXXX
4	60' RIGHT-OF-WAY	20250XXXXX
5	20' WATERLINE EASEMENT	BK. 4218, PG. 2028

P02: Include document numbers when available.

P01: Case number is PR-000910-2026

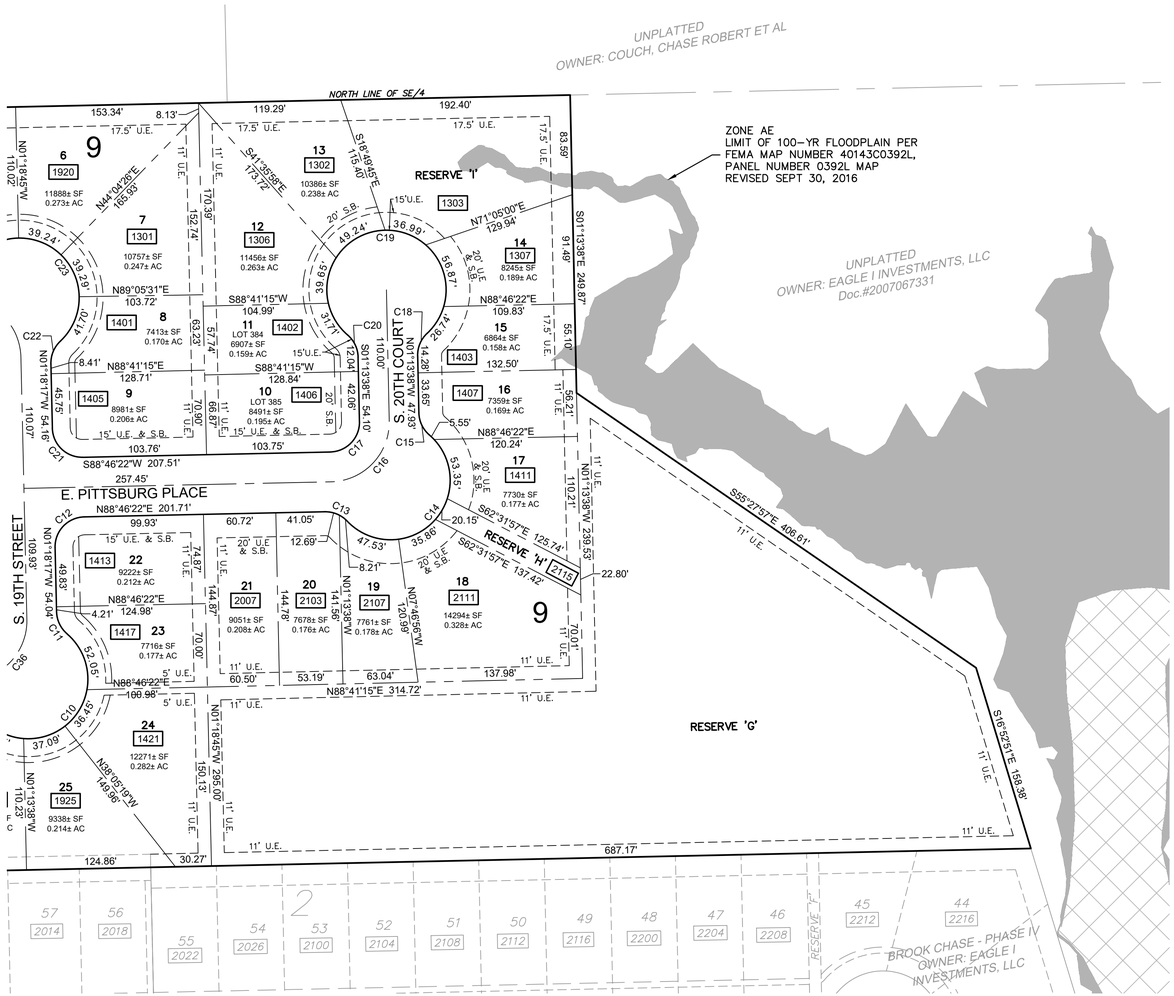
SHEET 1 OF 5
BROOK CHASE PHASE VI
DATE OF PREPARATION: 01/19/2026
DETENTION DETERMINATION #DD-XXXXXX-XX
BROKEN ARROW CASE NUMBER (PR-XXXXX-2026)

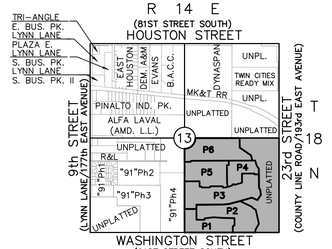


CONDITIONAL FINAL PLAT

BROOK CHASE PHASE VI

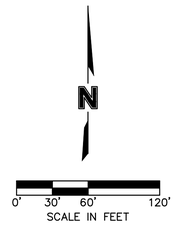
A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA





Location Map

SCALE: 1"=2000'



LEGEND AND ABBREVIATIONS

- PROPERTY BOUNDARY LINE
- PROPOSED RIGHT OF WAY
- PROPOSED LOT LINE
- PROPOSED BUILDING SETBACK
- PROPOSED EASEMENT LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- 1 — BLOCK NUMBER
- 1 — LOT NUMBER
- 1916 — LOT ADDRESS
- SECTION CORNER
- U.E. — UTILITY EASEMENT
- D.E. — DRAINAGE EASEMENT
- S.E. — STORMWATER EASEMENT
- O.D.E. — OVERLAND DRAINAGE EASEMENT
- A.E. — ACCESS EASEMENT
- W.E. — WATER LINE EASEMENT
- B.L. — BUILDING LINE
- EX. — EXISTING
- L.N.A. — LIMITS OF NO ACCESS
- ROW — RIGHT OF WAY
- RES. — RESERVE
- ESMT. — EASEMENT
- S.B. — SETBACK
- FFE — FINISHED FLOOR ELEVATION

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma

_____
Mayor

_____
Attest: City Clerk

ALL WEDGE–SHAPED LOTS ARE A MINIMUM OF 55' IN WIDTH AT THE BUILD LINE.

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

OWNER:
EAGLE I INVESTMENTS, LLC
DAVE COCOLIN, MANAGER
P.O. BOX 472106
TULSA, OK 74147
918-629-9671
EMAIL: DAVE@PARADIGMTULSA.COM

ENGINEER:
OLSSON, INC.
AUSTIN MAYES, PE
OK C.A. No. 2483 (PE/LS)
EXPIRES JUNE 30, 2027
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: AMAYES@OLSSON.COM

SURVEYOR:
OLSSON, INC.
DARREL RAY MASON, OKPLS 1690
OK C.A. NO. 2483 (PE/LS)
EXPIRES JUNE 30, 2027
11600 BROADWAY EXTENSION, SUITE 300
OKLAHOMA CITY, OK 73114
405-242-6000
EMAIL: DMASON@OLSSON.COM

ZONING REQUIREMENTS

CURRENT ZONING: RS–4

MIN. LOT FRONTAGE:	55'
MIN. LOT AREA:	6,500 S.F.
MIN. FRONT BUILDING SETBACK:	20'
MIN. SIDE YARD SETBACK (BOTH):	10'
MIN. SIDE YARD SETBACK (ONE):	5'
MIN. REAR YARD SETBACK:	20'
MAX. HEIGHT:	35'

PLAT DATA

SUBDIVISION CONTAINS 92 LOTS ON 4 BLOCKS

TOTAL AREA = 1,130,080.26 SF, 25.94 AC

UTILITY NOTES:

WATER SERVICE BY CITY OF BROKEN ARROW.

SANITARY SERVICE BY CITY OF BROKEN ARROW.

FLOOD ZONE

FEMA MAP NUMBER 40143C0392L,
PANEL NUMBER 0392L
ZONE X
MAP REVISED SEPT 30, 2016

BASIS OF BEARINGS

OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE: 3501 THE WEST LINE OF THE SE/4 OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA N01°18'45"W

BENCHMARK

BENCHMARK NAME: BA 26

DESCRIPTION: 5/8" REBAR–1 1/2" ALUMINUM CAP–FLUSH–STAMPED "BA 26" SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83
NORTHING: 383229.887
EASTING: 2630291.884
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C34	50.00	089°53'48"	78.45	N46°16'44"W	70.65
C35	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C36	50.00	090°04'39"	78.61	N43°44'02"E	70.76

EXISTING EASEMENT INFORMATION		
#	EASEMENT TYPE	DOC.#
1	15' UTILITY EASEMENT	2025026691
2	11' UTILITY EASEMENT	2025089187
3	20' UTILITY EASEMENT	20250XXXXX
4	11' UTILITY EASEMENT	2025089188
5	11' UTILITY EASEMENT	20250XXXXX
6	PHASE III UTILITY EASEMENT TO BE SUNSET	

FEMA LOMR-F (CASE No. XX-XX-XXXXX) NOTE:

FOR LOT 15 OF BLOCK 9, BUILDING PERMITS CANNOT BE ISSUED UNTIL THE FEMA LOMR-F IS APPROVED.

CONDITIONAL FINAL PLAT

BROOK CHASE PHASE VI

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

EAGLE I INVESTMENTS, LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4), OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST NORTH 01°18'45" WEST, A DISTANCE OF 1971.42 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER TO THE POINT OF BEGINNING;

THENCE BEGINNING AT THE NORTHWEST CORNER OF LOT 21 BLOCK 8 OF BROOK CHASE PHASE V, A FILED PLAT IN THE TULSA COUNTY CLERK'S OFFICE; THENCE NORTH 01°18'45" WEST, A DISTANCE OF 372.03 FEET ALONG SAID SECTION LINE;

THENCE NORTH 88°46'22" EAST FROM SAID SECTION LINE, A DISTANCE OF 890.25 FEET;

THENCE SOUTH 01°13'38" EAST, A DISTANCE OF 249.87 FEET;

THENCE SOUTH 55°27'57" EAST, A DISTANCE OF 406.61 FEET;

THENCE SOUTH 16°52'51" EAST, A DISTANCE OF 158.38 FEET TO THE NORTHEAST CORNER OF LOT 44 BLOCK 2 OF BROOK CHASE PHASE IV, A FILED PLAT IN THE TULSA COUNTY CLERK'S OFFICE; THENCE SOUTH 01°13'38" EAST, A DISTANCE OF 125.00 FEET,

THENCE SOUTH 88°46'22" WEST, A DISTANCE OF 1801.91 FEET;

THENCE SOUTH 01°18'23" EAST, A DISTANCE OF 141.80 FEET;

THENCE SOUTH 88°42'35" WEST, A DISTANCE OF 182.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 1,130,080.26 SQUARE FEET OR 25.94 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS 'BROOK CHASE PHASE VI', A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "BROOK CHASE PHASE VI"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS", AND INDIVIDUALLY AS A "LOT".

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID, WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN; PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT.

P03: Change section to B

A. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG WASHINGTON STREET. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.
2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION 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 STRUCTURE.
3. THE SUPPLIER OF ELECTRIC OR COMMUNICATION 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.
4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION 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.
5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.
3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
5. OKLAHOMA NATURAL GAS CO. AND THE CITY OF BROKEN ARROW OR THEIR SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT 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 THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.
6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW WATER, SEWER, SOLID WASTE, AND OKLAHOMA NATURAL GAS CO. OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
7. A BACKFLOW PREVENTOR IS REQUIRED AT EACH BUILDING.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE VALVE OR LINE EXTENDING FROM THE GAS MAIN.
2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD THEREFORE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. NO FENCING SHALL BE ALLOWED TO BE INSTALLED WITHIN AN OVERLAND DRAINAGE EASEMENT. HOME AND STRUCTURE CONSTRUCTION ON A LOT SHALL BE PERFORMED IN SUCH A MANNER AS TO PRESERVE THE INTENT OF THE STORMWATER CONVEYANCES AS PRESENTED ON THE APPROVED SUB-DIVISION PLAT.

F. OVERLAND DRAINAGE EASEMENT REQUIREMENTS

OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER ASSOCIATION TO BE FORMED PURSUANT TO SECTION III ("THE PROPERTY OWNER ASSOCIATION") TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
3. THE STORM WATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
4. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

G. FENCE REQUIREMENT ALONG WASHINGTON STREET:

1. FENCING AND WALLS ALONG WASHINGTON STREET SHALL MEET THE REQUIREMENTS OF SECTION 5.2.E.2.A OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.
2. THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO WASHINGTON STREET SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT.
3. FENCING ALONG THE ARTERIAL STREETS (WASHINGTON STREET) SHALL BE INSTALLED BY THE DEVELOPER.
4. MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
5. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AT THE SAME TIME LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.

H. PERMITTED USES AND MAINTENANCE IN RESERVE AREAS:

RESERVE AREA 'G', 'H', AND 'I' IN BROOK CHASE PHASE VI IS HEREBY DESIGNED AS OVERLAND DRAINAGE EASEMENT, UTILITY, AND RECREATION EASEMENT. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS PROPOSED TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION.

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTIONS MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. DEVELOPMENT RESTRICTIONS

A. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2031 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

1. EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
2. NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET FROM THE FRONT LOT LINE, NOR NEARER THEN 5 FEET OF ANY SIDE LOT LINE.
3. NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF SWINE, POULTRY, CATTLE OR HORSES.
4. EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A STORAGE BUILDING, NOT TO EXCEED 120 SQUARE FEET, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. THE STORAGE BUILDING MUST REFLECT THE COLORING AND FINISHES SCHEME OF THE ASSOCIATED DWELLING.
5. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE.
6. NO DWELLING SHALL BE ERECTED ON ANY SINGLE FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,500 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE 75% MASONRY.
7. ROOFING. THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 6/12 FOR ROOF SYSTEMS SHALL BE USED.
8. FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
9. NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
10. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
11. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.

B. DEFINITIONS

1. ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II C. OF THIS DECLARATION.
2. ASSOCIATION. ASSOCIATION SHALL MEAN BROOK CHASE - PHASE I (AND ALL FUTURE PHASES) PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
3. BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.
4. CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
5. COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.
6. COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
7. DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.
8. DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BROOK CHASE PHASE VI.
9. LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE. EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
10. MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
11. OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
12. PLAT. PLAT SHALL MEAN THE PLAT OF BROOK CHASE PHASE VI, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
13. RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION

C. ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

1. NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS,SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
2. THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEES HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.
3. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2030, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.
4. APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT. EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED, TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNER'S LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS IS DEEMED APPROPRIATE. HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.
5. FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS.
6. FEE FOR ARCHITECTURAL REVIEW. EACH HOMEOWNER MAY BE REQUIRED TO PAY A FEE TO THE ASSOCIATION AS A CONDITION TO APPROVAL OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY TO COVER COSTS AND EXPENSES IN REVIEWING AND COMMENTING ON PROPOSALS FOR CHANGES TO THE EXISTING STATE OF PROPERTY BY THE ARCHITECTURAL CONTROL COMMITTEE. THE AMOUNT OF THE FEE, IF ANY, SHALL BE ESTABLISHED BY THE ASSOCIATION AND SHALL BE SET FORTH IN THE STANDARDS OF THE ARCHITECTURAL CONTROL

7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE: THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES; (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.

8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.

9. REMOVAL AND ALTERATION OF STRUCTURES; LIENS.

(A) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.

(B) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE) UPON THE LOT(S) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, STATING, (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY; AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID. THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES. LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.

(C) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID. THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT; (I) FILE WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA AN AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED; (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED; AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT, AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCE OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.

(D) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT; ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.

10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.

11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.

12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME IN THE ARCHITECTURAL CONTROL COMMITTEE'S SOLE DESCRECTION. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED. NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE. THE ARCHITECTURAL CONTROL COMMITTEE MAY ALSO APPROVE APPLICATIONS WHICH DEVIATE FROM THE SUBMISSION PROCESS OR MATERIALS OTHERWISE REQUIRED HEREUNDER, E.G., THE ARCHITECTURAL CONTROL COMMITTEE MAY APPROVE PLAN TYPES OF HOMES TO BE CONSTRUCTED.

13. DEVELOPMENT BY DECLARANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.

D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.

1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION C TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.
2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.
3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.
4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

E. ASSOCIATION

1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.
2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.
3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.
4. RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.
5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.
6. MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 40 ACRES OF BROOK CHASE PHASE-I. FUTURE SECTIONS OF THE BROOK CHASE DEVELOPMENT YET TO BE NAMED. WILL BE INCLUDED IN THE PROPERTY OWNER ASSOCIATION.

SECTION III. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

A. MEMBERSHIP IN THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION IS MANDATORY FOR LOT OWNERS. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENDEE IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.

B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.

C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.

D. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.

E. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION III. E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER. THAT IS; ASSESSMENTS COMMENCE UPON THE SALE OF A NEW HOME.

F. ANNUAL ASSESSMENTS

1. THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2019, SHALL BE ONE HUNDRED FIFTY DOLLARS ($150.00) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION III, E. (B) BELOW.
2. THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2019 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION III, E ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.
3. SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.

G. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDHOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPED AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.

H. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

I. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE THE ASSOCIATION HEREUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE THE ASSOCIATION FROM THE OWNER OF SUCH LOT.

J. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.

K. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.

L. MAINTENANCE OF THE FENCE AND LANDSCAPING ALONG WASHINGTON STREET AND THE RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION.

SECTION IV. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.

B. RIGHTS OF BROKEN ARROW. COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHO

N. MODEL HOMES AND REAL ESTATE OFFICES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED BY DECLARANT OR PERSONS SO AUTHORIZED BY DECLARANT MAY BE USED FOR A MODEL HOME OR REAL ESTATE OFFICE UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

O. OCCUPANCY OF RESIDENTIAL STRUCTURES. NO RESIDENTIAL STRUCTURES ON ANY LOT SHALL BE USED OR OCCUPIED BY MORE THAN A SINGLE FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS.

P. LAUNDRY AND MACHINERY. NO CLOTHING OR ANY OTHER HOUSEHOLD FABRIC SHALL BE HUNG IN THE OPEN ON ANY LOT AND NO CLOTHESLINES OR SIMILAR DEVICES SHALL BE ALLOWED. NO MACHINERY SHALL BE PLACED OR OPERATED UPON ANY LOT, EXCEPT SUCH MACHINERY AS IS USUAL IN THE MAINTENANCE OF A PRIVATE RESIDENCE, YARD OR GARDEN.

Q. NOISE. NO EXTERIOR HORNS, WHISTLES, BELLS OR OTHER SOUND DEVICES, WHICH MAY ANNOY NEIGHBORING OWNERS, EXCEPT DOORBELLS AND SECURITY DEVICES, SHALL BE PLACED OR USED ON ANY LOT, COMMON AREA OR IMPROVEMENT THEREON.

R. NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME OCCUPATIONS, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS AND (B) THOSE USES APPROVED BY DECLARANT.

S. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR THE LOT OWNER SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT AND LANDSCAPE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.

T. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.

U. SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

V. BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

W. SATELLITE DISHES. SATELLITE DISHES MAY BE INSTALLED CONSISTENT WITH GOOD TASTE AND STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. SATELLITE DISHES SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

X. LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL (WHETHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS) ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TYPE AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT. THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.

Y. INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:

1. DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS WILL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL BE OF THE SAME DECOR, MATERIALS, (I.E., WROUGHT IRON) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. SCREENING FENCES AND BAFFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT, BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE.
2. NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN A PARTICULAR SUBDIVISION OF THIS AREA AND SHALL BE CONSISTENT IN DESIGN, MATERIAL, SHAPE AND HEIGHT AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION V. MISCELLANEOUS PROVISIONS

A. DURATION OF DECLARATION. ALL PROVISIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR TULSA COUNTY, OKLAHOMA. AFTER WHICH TIME IT SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AND UNTIL THIS SECTION IS AMENDED OR THIS DECLARATION IS REPEALED IN ACCORDANCE WITH SECTION V.2 HEREOF.

B. AMENDMENT OF DECLARATION. ANY PROVISION CONTAINED IN THIS DECLARATION MAY BE AMENDED OR REPEALED, OR ADDITIONAL PROVISIONS ADDED TO THIS DECLARATION BY THE RECORDING OF A WRITTEN INSTRUMENT OR INSTRUMENTS SPECIFYING THE AMENDMENT OR THE REPEAL, EXECUTED BY THE OWNERS AS SHOWN BY THE RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF TULSA, OKLAHOMA, OF NOT LESS THAN A MAJORITY OF THE LOTS THEN SUBJECT TO THIS DECLARATION, AND THOSE LOTS YET TO BE DEVELOPED BY DECLARANT. ANY SUCH INSTRUMENT OR INSTRUMENTS SHALL REQUIRE THE WRITTEN CONSENT OF DECLARANT.

C. EFFECT OF PROVISIONS OF DECLARATION. EACH PROVISION OF THIS DECLARATION SHALL BE DEEMED INCORPORATED IN EACH DEED OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY OF THE PROPERTY IS GRANTED, DEVISED OR CONVEYED, WHETHER OR NOT SET FORTH OR REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT, AND EACH OWNER SHALL BE BOUND BY THE TERMS OF THIS DECLARATION.

D. ENFORCEMENT AND REMEDIES. THE ASSOCIATION, DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING, AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, COMPLIANCE EXPENDITURES AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION.

E. LIMITED LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE NOR ANY MEMBER, AGENT OR EMPLOYEE OF ANY OF THE SAME SHALL BE LIABLE TO ANY PARTY FOR ANY ACT OR FOR ANY FAILURE TO ACT WITH RESPECT TO ANY MATTER IF THE ACT OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE, AND SUCH DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND ANY MEMBER, AGENT OR EMPLOYEE OF THE SAME, SHALL BE REIMBURSED BY THE ASSOCIATION FOR ANY COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES REASONABLY INCURRED BY THEM WITH THE PRIOR APPROVAL OF THE BOARD, WHICH APPROVAL SHALL, NOT UNREASONABLY BE WITHHELD OR DELAYED AS A RESULT OF THREATENED OR PENDING LITIGATION IN WHICH THEY ARE OR MAY BE NAMED AS PARTIES.

F. SUCCESSORS AND ASSIGNS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF DECLARANT, THE ASSOCIATION AND EACH OWNER AND THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH. DECLARANT SHALL HAVE THE RIGHT AND POWER TO ASSIGN AND DELEGATE TO THE ASSOCIATION, OR ANY SUCCESSOR OR SUCCESSORS THERETO, AT ANY TIME AND FROM TIME TO TIME, ALL OR ANY PART OF ANY OF THE RIGHTS, POWERS AND AUTHORITY CONTAINED IN THIS DECLARATION.

G. SEVERABILITY. INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

H. CAPTIONS. THE CAPTIONS AND HEADINGS IN THIS DECLARATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING ANY PROVISIONS OF THIS DECLARATION.

I. NO WAIVER. FAILURE TO ENFORCE ANY PROVISIONS OF THIS DECLARATION SHALL NOT OPERATE AS A WAIVER OF ANY SUCH PROVISIONS OR OF ANY OTHER PROVISION OF THIS DECLARATION.

OWNER'S CERTIFICATE AND DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE PLAT OF: BROOK CHASE PHASE VI AND THAT THE PLAT REPRESENTS A CORRECT SURVEY OF THE ABOVE DESCRIBED PROPERTY MADE WITH OUR CONSENT, AND THAT WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS AS SHOWN ON THE PLAT, THAT THE EASEMENTS AS SHOWN ON THE PLAT ARE CREATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES; THAT WE HEREBY GUARANTEE A CLEAR TITLE TO ALL LANDS SO DEDICATED FROM OURSELVES, OUR HEIRS, OR ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTERS CERTIFICATE.

IN WITNESS THEREOF, EAGLE I INVESTMENTS, BEING THE OWNERS OF BROOK CHASE PHASE VI, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION.

THIS ____ DAY OF _____, 2026.

_____ _____
SIGNATURE TITLE

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,ON THIS ____ DAY OF _____, 2026, PERSONALLY APPEARED DAVE COCOLIN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF EAGLE I INVESTMENTS, LLC THEREOF TO THE FOREGOING INSTRUMENT, AND DULY 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 SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

_____ _____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, DARREL RAY MASON, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS "BROOK CHASE PHASE VI", A SUBDIVISION IN BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY THAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN OKLAHOMA.

WITNESS MY HAND AND SEAL THIS _____DAY OF _____, 2026.

_____
SIGNATURE

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2026, PERSONALLY APPEARED DARREL RAY MASON TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND DULY 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 SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

_____ _____
EXPIRATION DATE NOTARY PUBLIC

CERTIFICATE OF TULSA COUNTY CLERK

I, MICHAEL WILLIS, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED BROOK CHASE PHASE VI HAS BEEN FILED INTO TULSA COUNTY RECORDS.

_____
MICHAEL WILLIS, TULSA COUNTY CLERK

CERTIFICATE OF TULSA COUNTY TREASURER

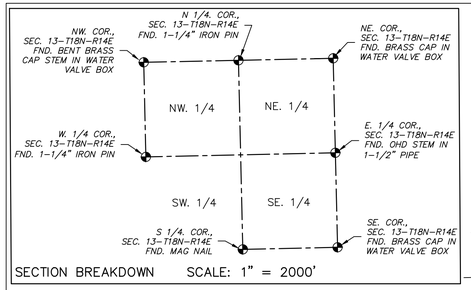
I, JOHN M. FOTHERGILL, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2025 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS BROOK CHASE PHASE VI.

_____
JOHN M. FOTHERGILL, TULSA COUNTY TREASURER

CONDITIONAL FINAL PLAT

BROOK CHASE PHASE VI

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



OWNER:
EAGLE I INVESTMENTS, LLC
DAVE COCOLIN, MANAGER
P.O. BOX 472106
TULSA, OK 74147
918-629-9671
EMAIL: DAVE@PARADIGMTULSA.COM

ENGINEER:
OLSSON, INC.
AUSTIN MAYES, PE
OK C.A. No. 2483 (PE/LS)
EXPIRES JUNE 30, 2027
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: AMAYES@OLSSON.COM

SURVEYOR:
OLSSON, INC.
DARREL RAY MASON, OKPLS 1690
OK C.A. NO. 2483 (PE/LS)
EXPIRES JUNE 30, 2027
11600 BROADWAY EXTENSION, SUITE 300
OKLAHOMA CITY, OK 73114
405-242-6000
EMAIL: DMASON@OLSSON.COM

ZONING REQUIREMENTS

CURRENT ZONING: RS–4

MIN. LOT FRONTAGE:	55'
MIN. LOT AREA:	6,500 S.F.
MIN. FRONT BUILDING SETBACK:	20'
MIN. SIDE YARD SETBACK (BOTH):	10'
MIN. SIDE YARD SETBACK (ONE):	5'
MIN. REAR YARD SETBACK:	20'
MAX. HEIGHT:	35'

PLAT DATA

SUBDIVISION CONTAINS 92 LOTS ON 4 BLOCKS

TOTAL AREA = 1,130,080.26 SF, 25.94 AC

UTILITY NOTES:

WATER SERVICE BY CITY OF BROKEN ARROW.

SANITARY SERVICE BY CITY OF BROKEN ARROW.

FLOOD ZONE

FEMA MAP NUMBER 40143C0392L,
PANEL NUMBER 0392L
ZONE X
MAP REVISED SEPT 30, 2016

BASIS OF BEARINGS

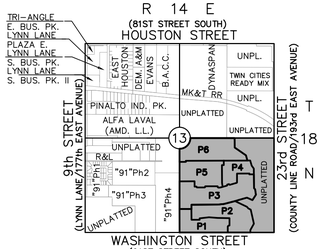
OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE: 3501 THE WEST LINE OF THE SE/4 OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA N01°18'45"W

BENCHMARK

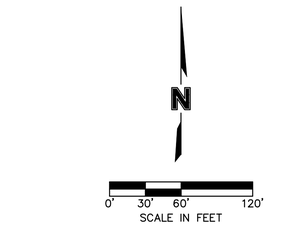
BENCHMARK NAME: BA 26

DESCRIPTION: 5/8" REBAR–1 1/2" ALUMINUM CAP–FLUSH–STAMPED "BA 26" SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83
NORTHING: 383229.887
EASTING: 2630291.884
VERTICAL DATUM: NAVD 88 ELEV. 670.307



Location Map
SCALE: 1"=2000'



LEGEND AND ABBREVIATIONS

	PROPERTY BOUNDARY LINE
	PROPOSED RIGHT OF WAY
	PROPOSED LOT LINE
	PROPOSED BUILDING SETBACK
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	EXISTING EASEMENT LINE
1	BLOCK NUMBER
1	LOT NUMBER
1916	LOT ADDRESS
	SECTION CORNER
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.E.	STORMWATER EASEMENT
O.D.E.	OVERLAND DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
W.E.	WATER LINE EASEMENT
B.L.	BUILDING LINE
EX.	EXISTING
L.N.A.	LIMITS OF NO ACCESS
ROW	RIGHT OF WAY
RES.	RESERVE
ESMT.	EASEMENT
S.B.	SETBACK
FFE	FINISHED FLOOR ELEVATION

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma

_____
Mayor

_____
Attest: City Clerk

ALL WEDGE–SHAPED LOTS ARE A MINIMUM OF 55' IN WIDTH AT THE BUILD LINE.

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

EXISTING EASEMENT / RIGHT-OF-WAY INFORMATION		
#	EASEMENT TYPE	DOC.#
1	20' UTILITY EASEMENT	20250XXXXX
2	11' UTILITY EASEMENT	2025089188
3	11' UTILITY EASEMENT	20250XXXXX
4	60' RIGHT-OF-WAY	20250XXXXX
5	20' WATERLINE EASEMENT	BK. 4218, PG. 2028

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	25.00	048°10'28"	21.02	N25°23'59"W	20.41
C2	50.00	186°27'32"	162.72	N43°44'16"E	99.84
C3	25.00	048°11'23"	21.03	S67°07'57"E	20.41
C4	25.00	090°07'09"	39.32	N43°44'50"E	35.39
C5	50.00	090°04'45"	78.61	N43°43'59"E	70.76
C6	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C7	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C8	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C9	25.00	048°12'18"	21.03	S67°07'29"E	20.42
C10	50.00	186°28'45"	162.73	N43°44'18"E	99.84
C11	25.00	048°11'48"	21.03	N25°24'11"W	20.42
C12	25.00	090°04'38"	39.30	N43°44'02"E	35.38
C13	25.00	047°54'43"	20.91	N67°16'17"W	20.30
C14	50.00	186°06'06"	162.40	S43°38'02"W	99.86
C15	25.00	048°11'23"	21.03	S25°19'20"E	20.41
C16	50.00	090°00'00"	78.54	N43°46'22"E	70.71
C17	25.00	090°00'00"	39.27	N43°46'22"E	35.36
C18	25.00	048°11'23"	21.03	S22°52'03"W	20.41

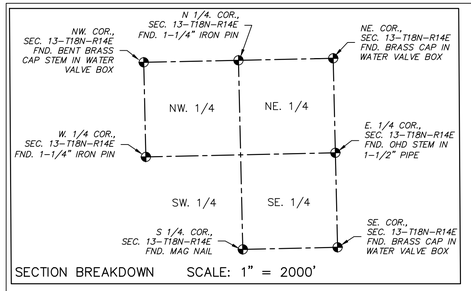
CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C19	50.00	276°22'46"	241.19	N88°46'22"E	66.67
C20	25.00	048°11'23"	21.03	N25°19'20"W	20.41
C21	25.00	089°55'22"	39.24	N46°15'58"W	35.33
C22	25.00	048°10'58"	21.02	N22°47'12"E	20.41
C23	50.00	186°16'47"	162.56	N46°15'42"W	99.85
C24	25.00	048°10'28"	21.02	S64°41'08"W	20.41
C25	50.00	089°55'21"	78.47	N46°15'58"W	70.66
C26	25.00	089°54'54"	39.23	S46°16'12"E	35.33
C27	25.00	090°00'00"	39.27	N46°13'38"W	35.36
C28	25.00	090°00'00"	39.27	S43°46'22"W	35.36
C29	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C30	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C31	25.00	048°11'23"	21.03	S64°40'40"W	20.41
C32	50.00	185°33'08"	161.92	N46°38'27"W	99.88
C33	25.00	047°27'57"	20.71	N22°24'08"E	20.12
C34	50.00	089°53'48"	78.45	N46°16'44"W	70.65
C35	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C36	50.00	090°04'39"	78.61	N43°44'02"E	70.76

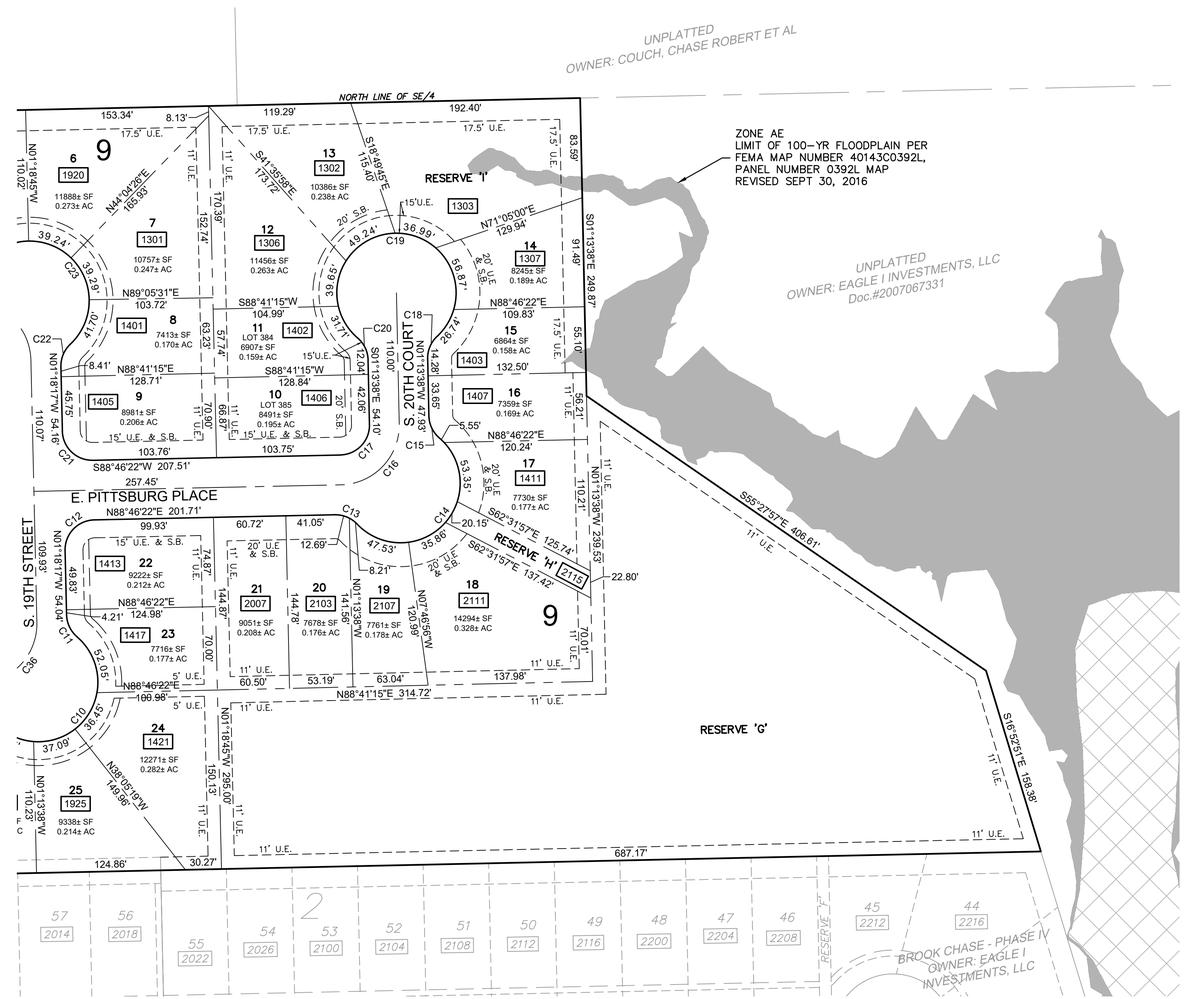
SHEET 1 OF 5
BROOK CHASE PHASE VI
DATE OF PREPARATION: 01/19/2026
DETENTION DETERMINATION #DD-XXXXXX-XX
BROKEN ARROW CASE NUMBER (PR-XXXXX-2026)

CONDITIONAL FINAL PLAT

BROOK CHASE PHASE VI

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA





OWNER:
EAGLE I INVESTMENTS, LLC
DAVE COCOLIN, MANAGER
P.O. BOX 472106
TULSA, OK 74147
918-629-9671
EMAIL: DAVE@PARADIGMTULSA.COM

ENGINEER:
OLSSON, INC.
AUSTIN MAYES, PE
OK C.A. No. 2483 (PE/LS)
EXPIRES JUNE 30, 2027
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: AMAYES@OLSSON.COM

SURVEYOR:
OLSSON, INC.
DARREL RAY MASON, OKPLS 1690
OK C.A. NO. 2483 (PE/LS)
EXPIRES JUNE 30, 2027
11600 BROADWAY EXTENSION, SUITE 300
OKLAHOMA CITY, OK 73114
405-242-6000
EMAIL: DMASON@OLSSON.COM

ZONING REQUIREMENTS
CURRENT ZONING: RS–4

MIN. LOT FRONTAGE:	55'
MIN. LOT AREA:	6,500 S.F.
MIN. FRONT BUILDING SETBACK:	20'
MIN. SIDE YARD SETBACK (BOTH):	10'
MIN. SIDE YARD SETBACK (ONE):	5'
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MAX. HEIGHT:	35'

PLAT DATA
SUBDIVISION CONTAINS 92 LOTS ON 4 BLOCKS

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UTILITY NOTES:
WATER SERVICE BY CITY OF BROKEN ARROW.

SANITARY SERVICE BY CITY OF BROKEN ARROW.

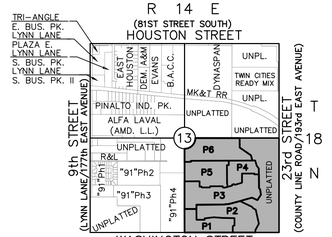
FLOOD ZONE
FEMA MAP NUMBER 40143C0392L,
PANEL NUMBER 0392L
ZONE X
MAP REVISED SEPT 30, 2016

BASIS OF BEARINGS
OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE: 3501 THE WEST LINE OF THE SE/4 OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA N01°18'45"W

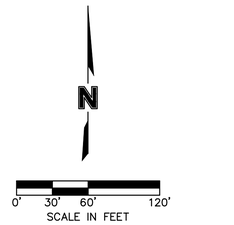
BENCHMARK
BENCHMARK NAME: BA 26

DESCRIPTION: 5/8" REBAR–1 1/2" ALUMINUM CAP–FLUSH–STAMPED "BA 26" SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83
NORTHING: 383229.887
EASTING: 2630291.884
VERTICAL DATUM: NAVD 88 ELEV. 670.307



Location Map
SCALE: 1"=2000'



LEGEND AND ABBREVIATIONS

	PROPERTY BOUNDARY LINE
	PROPOSED RIGHT OF WAY
	PROPOSED LOT LINE
	PROPOSED BUILDING SETBACK
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	EXISTING EASEMENT LINE
1	BLOCK NUMBER
1	LOT NUMBER
1916	LOT ADDRESS
	SECTION CORNER
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.E.	STORMWATER EASEMENT
O.D.E.	OVERLAND DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
W.E.	WATER LINE EASEMENT
B.L.	BUILDING LINE
EX.	EXISTING
L.N.A.	LIMITS OF NO ACCESS
ROW	RIGHT OF WAY
RES.	RESERVE
ESMT.	EASEMENT
S.B.	SETBACK
FFE	FINISHED FLOOR ELEVATION

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma

_____
Mayor

_____
Attest: City Clerk

ALL WEDGE–SHAPED LOTS ARE A MINIMUM OF 55' IN WIDTH AT THE BUILD LINE.

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	25.00	048°10'28"	21.02	N25°23'59"W	20.41
C2	50.00	186°27'32"	162.72	N43°44'16"E	99.84
C3	25.00	048°11'23"	21.03	S67°07'57"E	20.41
C4	25.00	090°07'09"	39.32	N43°44'50"E	35.39
C5	50.00	090°04'45"	78.61	N43°43'59"E	70.76
C6	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C7	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C8	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C9	25.00	048°12'18"	21.03	S67°07'29"E	20.42
C10	50.00	186°28'45"	162.73	N43°44'18"E	99.84
C11	25.00	048°11'48"	21.03	N25°24'11"W	20.42
C12	25.00	090°04'38"	39.30	N43°44'02"E	35.38
C13	25.00	047°54'43"	20.91	N67°16'17"W	20.30
C14	50.00	186°06'06"	162.40	S43°38'02"W	99.86
C15	25.00	048°11'23"	21.03	S25°19'20"E	20.41
C16	50.00	090°00'00"	78.54	N43°46'22"E	70.71
C17	25.00	090°00'00"	39.27	N43°46'22"E	35.36
C18	25.00	048°11'23"	21.03	S22°52'03"W	20.41

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C19	50.00	276°22'46"	241.19	N88°46'22"E	66.67
C20	25.00	048°11'23"	21.03	N25°19'20"W	20.41
C21	25.00	089°55'22"	39.24	N46°15'58"W	35.33
C22	25.00	048°10'58"	21.02	N22°47'12"E	20.41
C23	50.00	186°16'47"	162.56	N46°15'42"W	99.85
C24	25.00	048°10'28"	21.02	S64°41'08"W	20.41
C25	50.00	089°55'21"	78.47	N46°15'58"W	70.66
C26	25.00	089°54'54"	39.23	S46°16'12"E	35.33
C27	25.00	090°00'00"	39.27	N46°13'38"W	35.36
C28	25.00	090°00'00"	39.27	S43°46'22"W	35.36
C29	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C30	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C31	25.00	048°11'23"	21.03	S64°40'40"W	20.41
C32	50.00	185°33'08"	161.92	N46°38'27"W	99.88
C33	25.00	047°27'57"	20.71	N22°24'08"E	20.12
C34	50.00	089°53'48"	78.45	N46°16'44"W	70.65
C35	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C36	50.00	090°04'39"	78.61	N43°44'02"E	70.76

EXISTING EASEMENT INFORMATION		
#	EASEMENT TYPE	DOC.#
1	15' UTILITY EASEMENT	2025026691
2	11' UTILITY EASEMENT	2025089187
3	20' UTILITY EASEMENT	20250XXXXX
4	11' UTILITY EASEMENT	2025089188
5	11' UTILITY EASEMENT	20250XXXXX
6	PHASE III UTILITY EASEMENT TO BE SUNSET	

FEMA LOMR-F (CASE No. XX-XX-XXXXX) NOTE:

FOR LOT 15 OF BLOCK 9, BUILDING PERMITS CANNOT BE ISSUED UNTIL THE FEMA LOMR-F IS APPROVED.

CONDITIONAL FINAL PLAT

BROOK CHASE PHASE VI

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

EAGLE I INVESTMENTS, LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4), OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST NORTH 01°18'45" WEST, A DISTANCE OF 1971.42 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER TO THE POINT OF BEGINNING;

THENCE BEGINNING AT THE NORTHWEST CORNER OF LOT 21 BLOCK 8 OF BROOK CHASE PHASE V, A FILED PLAT IN THE TULSA COUNTY CLERK'S OFFICE; THENCE NORTH 01°18'45" WEST, A DISTANCE OF 372.03 FEET ALONG SAID SECTION LINE;

THENCE NORTH 88°46'22" EAST FROM SAID SECTION LINE, A DISTANCE OF 890.25 FEET;

THENCE SOUTH 01°13'38" EAST, A DISTANCE OF 249.87 FEET;

THENCE SOUTH 55°27'57" EAST, A DISTANCE OF 406.61 FEET;

THENCE SOUTH 16°52'51" EAST, A DISTANCE OF 158.38 FEET TO THE NORTHEAST CORNER OF LOT 44 BLOCK 2 OF BROOK CHASE PHASE IV, A FILED PLAT IN THE TULSA COUNTY CLERK'S OFFICE; THENCE SOUTH 01°13'38" EAST, A DISTANCE OF 125.00 FEET,

THENCE SOUTH 88°46'22" WEST, A DISTANCE OF 1801.91 FEET;

THENCE SOUTH 01°18'23" EAST, A DISTANCE OF 141.80 FEET;

THENCE SOUTH 88°42'35" WEST, A DISTANCE OF 182.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 1,130,080.26 SQUARE FEET OR 25.94 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS 'BROOK CHASE PHASE VI', A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "BROOK CHASE PHASE VI"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS", AND INDIVIDUALLY AS A "LOT".

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID, WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN; PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT.

A. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG WASHINGTON STREET. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.
2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION 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 STRUCTURE.
3. THE SUPPLIER OF ELECTRIC OR COMMUNICATION 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.
4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION 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.
5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.
3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
5. OKLAHOMA NATURAL GAS CO. AND THE CITY OF BROKEN ARROW OR THEIR SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT 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 THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.
6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW WATER, SEWER, SOLID WASTE, AND OKLAHOMA NATURAL GAS CO. OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
7. A BACKFLOW PREVENTOR IS REQUIRED AT EACH BUILDING.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE VALVE OR LINE EXTENDING FROM THE GAS MAIN.
2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD THEREFORE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. NO FENCING SHALL BE ALLOWED TO BE INSTALLED WITHIN AN OVERLAND DRAINAGE EASEMENT. HOME AND STRUCTURE CONSTRUCTION ON A LOT SHALL BE PERFORMED IN SUCH A MANNER AS TO PRESERVE THE INTENT OF THE STORMWATER CONVEYANCES AS PRESENTED ON THE APPROVED SUB-DIVISION PLAT.

F. OVERLAND DRAINAGE EASEMENT REQUIREMENTS

OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER ASSOCIATION TO BE FORMED PURSUANT TO SECTION III ("THE PROPERTY OWNER ASSOCIATION") TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
3. THE STORM WATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
4. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

G. FENCE REQUIREMENT ALONG WASHINGTON STREET:

1. FENCING AND WALLS ALONG WASHINGTON STREET SHALL MEET THE REQUIREMENTS OF SECTION 5.2.E.2.A OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.
2. THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO WASHINGTON STREET SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT.
3. FENCING ALONG THE ARTERIAL STREETS (WASHINGTON STREET) SHALL BE INSTALLED BY THE DEVELOPER.
4. MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
5. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AT THE SAME TIME LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.

H. PERMITTED USES AND MAINTENANCE IN RESERVE AREAS:

RESERVE AREA 'G', 'H', AND 'I' IN BROOK CHASE PHASE VI IS HEREBY DESIGNED AS OVERLAND DRAINAGE EASEMENT, UTILITY, AND RECREATION EASEMENT. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS PROPOSED TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION.

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTIONS MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. DEVELOPMENT RESTRICTIONS

A. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2031 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

1. EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
2. NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET FROM THE FRONT LOT LINE, NOR NEARER THEN 5 FEET OF ANY SIDE LOT LINE.
3. NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF SWINE, POULTRY, CATTLE OR HORSES.
4. EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A STORAGE BUILDING, NOT TO EXCEED 120 SQUARE FEET, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. THE STORAGE BUILDING MUST REFLECT THE COLORING AND FINISHES SCHEME OF THE ASSOCIATED DWELLING.
5. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE.
6. NO DWELLING SHALL BE ERECTED ON ANY SINGLE FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,500 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE 75% MASONRY.
7. ROOFING. THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 6/12 FOR ROOF SYSTEMS SHALL BE USED.
8. FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
9. NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
10. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
11. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.

B. DEFINITIONS

1. ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II C. OF THIS DECLARATION.
2. ASSOCIATION. ASSOCIATION SHALL MEAN BROOK CHASE - PHASE I (AND ALL FUTURE PHASES) PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
3. BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.
4. CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
5. COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.
6. COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
7. DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.
8. DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BROOK CHASE PHASE VI.
9. LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE. EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
10. MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
11. OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
12. PLAT. PLAT SHALL MEAN THE PLAT OF BROOK CHASE PHASE VI, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
13. RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION

C. ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

1. NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS,SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS HEREIN PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
2. THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEES HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.
3. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2030, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.
4. APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT. EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED, TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNER'S LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS IS DEEMED APPROPRIATE. HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.
5. FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS.
6. FEE FOR ARCHITECTURAL REVIEW. EACH HOMEOWNER MAY BE REQUIRED TO PAY A FEE TO THE ASSOCIATION AS A CONDITION TO APPROVAL OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY TO COVER COSTS AND EXPENSES IN REVIEWING AND COMMENTING ON PROPOSALS FOR CHANGES TO THE EXISTING STATE OF PROPERTY BY THE ARCHITECTURAL CONTROL COMMITTEE. THE AMOUNT OF THE FEE, IF ANY, SHALL BE ESTABLISHED BY THE ASSOCIATION AND SHALL BE SET FORTH IN THE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE I

7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE: THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES; (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.

8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.

9. REMOVAL AND ALTERATION OF STRUCTURES; LIENS.

(A) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.

(B) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE) UPON THE LOT(S) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, STATING, (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY; AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID. THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES. LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.

(C) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID. THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT; (I) FILE WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA AN AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED; (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED; AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT, AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCE OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.

(D) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT; ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.

10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.

11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.

12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME IN THE ARCHITECTURAL CONTROL COMMITTEE'S SOLE DESCRECTION. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED. NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE. THE ARCHITECTURAL CONTROL COMMITTEE MAY ALSO APPROVE APPLICATIONS WHICH DEVIATE FROM THE SUBMISSION PROCESS OR MATERIALS OTHERWISE REQUIRED HEREUNDER, E.G., THE ARCHITECTURAL CONTROL COMMITTEE MAY APPROVE PLAN TYPES OF HOMES TO BE CONSTRUCTED.

13. DEVELOPMENT BY DECLARANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.

D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.

1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION C TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.
2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.
3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.
4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

E. ASSOCIATION

1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.
2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.
3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.
4. RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.
5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.
6. MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 40 ACRES OF BROOK CHASE PHASE-I. FUTURE SECTIONS OF THE BROOK CHASE DEVELOPMENT YET TO BE NAMED. WILL BE INCLUDED IN THE PROPERTY OWNER ASSOCIATION.

SECTION III. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

A. MEMBERSHIP IN THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION IS MANDATORY FOR LOT OWNERS. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENDEE IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.

B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.

C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.

D. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.

E. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION III. E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER. THAT IS; ASSESSMENTS COMMENCE UPON THE SALE OF A NEW HOME.

F. ANNUAL ASSESSMENTS

1. THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2019, SHALL BE ONE HUNDRED FIFTY DOLLARS ($150.00) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION III, E. (B) BELOW.
2. THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2019 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION III, E ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.
3. SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.

G. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDHOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPED AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.

H. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

I. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE THE ASSOCIATION HEREUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE THE ASSOCIATION FROM THE OWNER OF SUCH LOT.

J. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.

K. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.

L. MAINTENANCE OF THE FENCE AND LANDSCAPING ALONG WASHINGTON STREET AND THE RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION.

SECTION IV. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.

B. RIGHTS OF BROKEN ARROW. COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHO

N. MODEL HOMES AND REAL ESTATE OFFICES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED BY DECLARANT OR PERSONS SO AUTHORIZED BY DECLARANT MAY BE USED FOR A MODEL HOME OR REAL ESTATE OFFICE UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

O. OCCUPANCY OF RESIDENTIAL STRUCTURES. NO RESIDENTIAL STRUCTURES ON ANY LOT SHALL BE USED OR OCCUPIED BY MORE THAN A SINGLE FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS.

P. LAUNDRY AND MACHINERY. NO CLOTHING OR ANY OTHER HOUSEHOLD FABRIC SHALL BE HUNG IN THE OPEN ON ANY LOT AND NO CLOTHESLINES OR SIMILAR DEVICES SHALL BE ALLOWED. NO MACHINERY SHALL BE PLACED OR OPERATED UPON ANY LOT, EXCEPT SUCH MACHINERY AS IS USUAL IN THE MAINTENANCE OF A PRIVATE RESIDENCE, YARD OR GARDEN.

Q. NOISE. NO EXTERIOR HORNS, WHISTLES, BELLS OR OTHER SOUND DEVICES, WHICH MAY ANNOY NEIGHBORING OWNERS, EXCEPT DOORBELLS AND SECURITY DEVICES, SHALL BE PLACED OR USED ON ANY LOT, COMMON AREA OR IMPROVEMENT THEREON.

R. NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME OCCUPATIONS, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS AND (B) THOSE USES APPROVED BY DECLARANT.

S. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR THE LOT OWNER SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT AND LANDSCAPE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.

T. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.

U. SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

V. BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

W. SATELLITE DISHES. SATELLITE DISHES MAY BE INSTALLED CONSISTENT WITH GOOD TASTE AND STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. SATELLITE DISHES SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

X. LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL (WHETHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS) ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TYPE AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT. THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.

Y. INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:

1. DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS WILL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL BE OF THE SAME DECOR, MATERIALS, (I.E., WROUGHT IRON) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. SCREENING FENCES AND BAFFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT, BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE.
2. NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN A PARTICULAR SUBDIVISION OF THIS AREA AND SHALL BE CONSISTENT IN DESIGN, MATERIAL, SHAPE AND HEIGHT AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION V. MISCELLANEOUS PROVISIONS

A. DURATION OF DECLARATION. ALL PROVISIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR TULSA COUNTY, OKLAHOMA. AFTER WHICH TIME IT SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AND UNTIL THIS SECTION IS AMENDED OR THIS DECLARATION IS REPEALED IN ACCORDANCE WITH SECTION V.2 HEREOF.

B. AMENDMENT OF DECLARATION. ANY PROVISION CONTAINED IN THIS DECLARATION MAY BE AMENDED OR REPEALED, OR ADDITIONAL PROVISIONS ADDED TO THIS DECLARATION BY THE RECORDING OF A WRITTEN INSTRUMENT OR INSTRUMENTS SPECIFYING THE AMENDMENT OR THE REPEAL, EXECUTED BY THE OWNERS AS SHOWN BY THE RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF TULSA, OKLAHOMA, OF NOT LESS THAN A MAJORITY OF THE LOTS THEN SUBJECT TO THIS DECLARATION, AND THOSE LOTS YET TO BE DEVELOPED BY DECLARANT. ANY SUCH INSTRUMENT OR INSTRUMENTS SHALL REQUIRE THE WRITTEN CONSENT OF DECLARANT.

C. EFFECT OF PROVISIONS OF DECLARATION. EACH PROVISION OF THIS DECLARATION SHALL BE DEEMED INCORPORATED IN EACH DEED OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY OF THE PROPERTY IS GRANTED, DEVISED OR CONVEYED, WHETHER OR NOT SET FORTH OR REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT, AND EACH OWNER SHALL BE BOUND BY THE TERMS OF THIS DECLARATION.

D. ENFORCEMENT AND REMEDIES. THE ASSOCIATION, DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING, AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, COMPLIANCE EXPENDITURES AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION.

E. LIMITED LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE NOR ANY MEMBER, AGENT OR EMPLOYEE OF ANY OF THE SAME SHALL BE LIABLE TO ANY PARTY FOR ANY ACT OR FOR ANY FAILURE TO ACT WITH RESPECT TO ANY MATTER IF THE ACT OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE, AND SUCH DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND ANY MEMBER, AGENT OR EMPLOYEE OF THE SAME, SHALL BE REIMBURSED BY THE ASSOCIATION FOR ANY COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES REASONABLY INCURRED BY THEM WITH THE PRIOR APPROVAL OF THE BOARD, WHICH APPROVAL SHALL, NOT UNREASONABLY BE WITHHELD OR DELAYED AS A RESULT OF THREATENED OR PENDING LITIGATION IN WHICH THEY ARE OR MAY BE NAMED AS PARTIES.

F. SUCCESSORS AND ASSIGNS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF DECLARANT, THE ASSOCIATION AND EACH OWNER AND THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH. DECLARANT SHALL HAVE THE RIGHT AND POWER TO ASSIGN AND DELEGATE TO THE ASSOCIATION, OR ANY SUCCESSOR OR SUCCESSORS THERETO, AT ANY TIME AND FROM TIME TO TIME, ALL OR ANY PART OF ANY OF THE RIGHTS, POWERS AND AUTHORITY CONTAINED IN THIS DECLARATION.

G. SEVERABILITY. INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

H. CAPTIONS. THE CAPTIONS AND HEADINGS IN THIS DECLARATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING ANY PROVISIONS OF THIS DECLARATION.

I. NO WAIVER. FAILURE TO ENFORCE ANY PROVISIONS OF THIS DECLARATION SHALL NOT OPERATE AS A WAIVER OF ANY SUCH PROVISIONS OR OF ANY OTHER PROVISION OF THIS DECLARATION.

OWNER'S CERTIFICATE AND DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE PLAT OF: BROOK CHASE PHASE VI AND THAT THE PLAT REPRESENTS A CORRECT SURVEY OF THE ABOVE DESCRIBED PROPERTY MADE WITH OUR CONSENT, AND THAT WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS AS SHOWN ON THE PLAT, THAT THE EASEMENTS AS SHOWN ON THE PLAT ARE CREATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES; THAT WE HEREBY GUARANTEE A CLEAR TITLE TO ALL LANDS SO DEDICATED FROM OURSELVES, OUR HEIRS, OR ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTERS CERTIFICATE.

IN WITNESS THEREOF, EAGLE I INVESTMENTS, BEING THE OWNERS OF BROOK CHASE PHASE VI, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION.

THIS ____ DAY OF _____, 2026.

_____ _____
SIGNATURE TITLE

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,ON THIS ____ DAY OF _____, 2026, PERSONALLY APPEARED DAVE COCOLIN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF EAGLE I INVESTMENTS, LLC THEREOF TO THE FOREGOING INSTRUMENT, AND DULY 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 SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

_____ _____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, DARREL RAY MASON, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS "BROOK CHASE PHASE VI", A SUBDIVISION IN BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY THAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN OKLAHOMA.

WITNESS MY HAND AND SEAL THIS _____DAY OF _____, 2026.

_____
SIGNATURE

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2026, PERSONALLY APPEARED DARREL RAY MASON TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND DULY 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 SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

_____ _____
EXPIRATION DATE NOTARY PUBLIC

CERTIFICATE OF TULSA COUNTY CLERK

I, MICHAEL WILLIS, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED BROOK CHASE PHASE VI HAS BEEN FILED INTO TULSA COUNTY RECORDS.

_____
MICHAEL WILLIS, TULSA COUNTY CLERK

CERTIFICATE OF TULSA COUNTY TREASURER

I, JOHN M. FOTHERGILL, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2025 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS BROOK CHASE PHASE VI.

_____
JOHN M. FOTHERGILL, TULSA COUNTY TREASURER

City of Broken Arrow

Request for Action

File #: 26-406, **Version:** 1

Broken Arrow City Council
Meeting of: 3-24-2026

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

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

The total anticipated construction cost for this work is $297,369.00. Of which, the City portion is $107,161.00 (36.04%). ONG's share is $190,208.00 (63.96%), which includes any betterment. The attached Agreement details these costs and serves as authorization for ONG to begin the relocation process.

Staff recommends approval of the Agreement with ONG to relocate the gas facilities for an estimated cost to the City of $107,161.00.

Cost: $107,161.00

Funding Source: 2014 General Obligation Bond

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

Approved By: City Manager's Office

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

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

AGREEMENT
GAS FACILITIES RELOCATION
Olive St (129th), Kenosha (71st) to Norman St - North Phase (COBA# ST1710)
CITY OF BROKEN ARROW PROJECT NUMBER ST1710
TULSA COUNTY

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

City of Broken Arrow, Oklahoma, a municipal corporation, hereinafter called "City," has requested Company to relocate these facilities to accommodate the proposed construction of the referenced project as shown on plans therefore, the latest of which were received electronically by Company on August 12, 2025. City agrees to reimburse Company in the extent and manner hereinafter stated for that portion of the cost of relocating said facilities which is for the benefit of City.

Company proposes to perform the necessary relocation of its facilities in substantial accordance with the attached plan sheets and cost estimate(s). Company will bear the cost of relocating the portions of the facilities which do not occupy private rights-of-way. The City's share of the estimated cost of the necessary relocation will be $107,161 all of which is to be reimbursed to Company by City.

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

Brian Shore
Signer ID: SMGCEWBDEM
Secretary - Brian Shore

By: David Williams
Signer ID: 0GDQEC3D5M
Vice President of Operations – David Williams

Dated: 03/09/2026 PDT

APPROVED AND ADOPTED by the City Council of the City of Broken Arrow this _____ day of

_____, 2026.

ATTEST:

CITY OF BROKEN ARROW
A MUNICIPAL CORPORATION

_____
City Clerk

_____
Mayor

APPROVED as to form and legality

D. Graham Parker
_____
City Attorney

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

OKLAHOMA NATURAL GAS COMPANY

ESTIMATED GAS FACILITIES RELOCATION COST

Olive St (129th), Kenosha (71st) to Norman St - North Phase (COBA# ST1710)
CITY OF BROKEN ARROW
3/3/2026

Pipe Footage in Private Easement	=	165	ft
Pipe Footage in Public Easement	=	252	ft
Total Project Footage	=	417	ft
Estimated Project Cost (Like Kind and Size)	=	$271,023	
Estimated Project Cost (Actual Installation)	=	$297,369	
Betterment (Actual - Like Kind and Size)	=	$26,346	

Breakdown of Estimated Project Cost
Like Kind and Size

ONG Share	+	Entity Share	=	Total
252 / 417	+	165 / 417	=	417 / 417
60.46%	+	39.54%	=	100.00%
$163,862	+	$107,161	=	$271,023

Betterment Cost Allocation

Sub-Total Estimated Cost	=	Entity Share	+	Betterment		
Total Estimated ONG Cost	=	$163,862	+	$26,346	=	$190,208
Total Estimated Entity Cost	=	$107,161	+	$0	=	$107,161
Total Estimated Cost of Actual Replacement					=	**$297,369**

Composite Percentage of Project

ONG SHARE	=	**$163,862 / $297,369**	=	**55.10%**
ONG BETTERMENT	=	**$26,346 / $297,369**	=	**8.86%**
ENTITY SHARE	=	**$107,161 / $297,369**	=	**36.04%**

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ONE Gas

Cost Summary Report

CUE Number	51586
CUE Description	ONG BROKEN ARROW 055 NDU - Olive St (129th), Norman Pl to Albany (61st) - North Phase (COBA# ST1710)
CUE Status	AFEAPPR
Parent WO	2025-1001407206
Capital Project Number	021.055.2980.010433
Project Function	055
Version Number	1
Version Description	Actual
Version Estimate Type	DESIGN
Version Estimate Status	AFEAPPR
Estimator ID	OKE12478
Estimator Name	Hubbard, Shane M.
Cost Center	2980
Project Funding Number	021.055.2989.FP010001
Funding Type	NDU
Target Start Date	Oct 9, 2025
Target Finish Date	Oct 9, 2028

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
Install Cost	2831.58	221808.80	622.96	220.92	71884.93	0.00	297369.19	0.00	297369.19
SubTotal	2831.58	221808.80	622.96	220.92	71884.93	0.00	297369.19		297369.19

Table 2

			Materials & Consumables			Labor Breakdown		Overheads				
WP #	Task Number	WP Description	Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH	Vehicle OH	Total Costs
20	CU	Service	597.45	0.00	0.00	0.00	17601.11	131.44	0.00	5823.55	0.00	24153.55
30	CU	Mainline Labor	0	0.00	0.00	1207.20	203000.49	0.00	220.92	65346.46	0.00	269775.07
10	CU	Mainline Material	2,234.13	0.00	0.00	0.00	0.00	491.52	0.00	714.92	0.00	3440.57
SubTotal			2,831.58	0.00	0.00	1,207.20	220,601.60	622.96	220.92	71,884.93	0.00	297,369.19

632
Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	CAP,END,0.75 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		9	6	EACH	340000323
10	I			CONTRACT	0	CAP,END,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		20	10	EACH	340000065
10	I			CONTRACT	0	COUPLING,2 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		57.87	9	EACH	340000215
10	I			CONTRACT	0	ELBOW,2 IN IPS,MDPE,BUTT FUSION,90 DEG, 100 PSIG,ASTM D2513		60.5	22	EACH	340000345
10	I			CONTRACT	0	TEE,2 IN IPS X 0.75 IN IPS,TAPPING,MD FUSION,CONVEN 0.80 IN CUTTER, 100 PSIG,ASTM D2513,BUTT OUTLET,W/ 12 IN SLEEVE AND PREP KIT		63.4	4	EACH	340000545
10	I			CONTRACT	0	CAP,END,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,ASTM D2513		8.6	2	EACH	340000080
10	I			CONTRACT	0	COUPLING,4 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		62.04	4	EACH	340000235
10	I			CONTRACT	0	ELBOW,4 IN IPS,MDPE,BUTT FUSION,90 DEG,DR11,100 PSIG,ASTM D2513		29.6	4	EACH	340000365

633
Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	TEE,4 IN X 0.75 IN IPS,TAPPING,MD FUSION,DR 11,0.80 IN CUTTER,100 PSIG,ASTM D2513,W/ 12 IN SLEEVE AND PREP KIT		38.94	2	EACH	340000781
10	I			CONTRACT	0	TEE,4 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		8.5	1	EACH	340000705
10	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YEL 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		142.8	595	FEET	342000080
10	I			CONTRACT	0	TEE,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		10.8	4	EACH	340000670
10	I	37600	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		11.7	30	FEET	330000020
10	I	37600	1590020	CONTRACT	0	PIPE MDPE,COIL,2.00 IN IPS,DR 11,500 FT COIL, 0.216 IN WALL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		400.4	440	FEET	330000040

634
Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I	37600	1590020	CONTRACT	0	PIPE,MDPE,2.00 IN IPS,DR 11,20 FT STICKS, 0.216 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW,F QTY 1760 FT		36.4	40	FEET	330000045
10	I	37600	1590040	CONTRACT	0	PIPE MDPE,STICK, 4.00 IN IPS,DR 11.5,40 FT STICKS,0.395 IN WALL,UNI OR BIMODAL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		488.25	155	FEET	330000060
10	I	37600	1832020	CONTRACT	0	VALVE,BALL,2 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,FULL PORT,ASTM D2513		307.12	4	EACH	340000895
10	I	37600	1832040	CONTRACT	0	VALVE,BALL,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,ASTM D2513		316.66	1	EACH	340000905
10	I			CONTRACT	0	VALVE,IDENTIFIC TUBE,HEIGHT 60 IN,ABS,YELLOW LID STAMPED GAS VALVE BALL PLASTIC, 1/4 TURN,HANDLEY,		161.55	5	EACH	070000115

635
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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
20	I			CONTRACT	0	TEE,2 IN IPS X 1.25 IN IPS,TAPPING,MD FUSION,DR 10,0.80 IN CUTTER,100 PSIG,ASTM D2513,W/ 12 IN SLEEVE AND PREP KIT		18.3	1	EACH	340000690
20	I			CONTRACT	0	TEE,2 IN IPS X 0.75 IN IPS,TAPPING,MD FUSION,CONVEN 0.80 IN CUTTER, 100 PSIG,ASTM D2513,BUTT OUTLET,W/ 12 IN SLEEVE AND PREP KIT		63.4	4	EACH	340000545
20	I			CONTRACT	0	VALVE,EXCESS FLOW,1.25 IN IPS,MDPE,FUSIO 2600,DR 10,12 IN LONG,APPROX MIN TRIP RATE 2600 - 3432 SCFH MIN TRIP FLOW @ 10 PSIG SCFH,ASTM D2513		44.75	1	EACH	340001200
20	I			CONTRACT	0	VALVE,EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 700,DR 11,12 IN LONG,APPROX MIN TRIP RATE 700 - 980 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D2513		33.39	3	EACH	340000830

636
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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
20	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YEL 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		76.8	320	FEET	342000080
20	I	38020	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		120.9	310	FEET	330000020
20	I	38020	1590012	CONTRACT	0	PIPE MDPE,COIL,1.25 IN IPS,DR 10,500 FT COIL, 0.166 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		7.5	10	FEET	330000030
20	I			CONTRACT	0	VALVE,EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 1800,DR 11,12 IN LONG,APPROX MIN TRIP RATE 2000 - 2800 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D513		13.74	1	EACH	340000835
20	I			CONTRACT	0	RISER SERVICE, 1 IN X 0.750 IN IPS,STEEL X MDPE,THRD X FUSION,SCH 40 X DR 11,30 IN V X 15 IN H,ANODELESS,FI D2513,1 IN BALL VALVE NO. 080000087 OR 080000088 OR 080000089		218.67	3	EACH	110000027

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#

638
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ONE Gas

Cost Summary Report

CUE Number	51586
CUE Description	ONG BROKEN ARROW 055 NDU - Olive St (129th), Norman Pl to Albany (61st) - North Phase (COBA# ST1710)
CUE Status	AFEAPPR
Parent WO	2025-1001407206
Capital Project Number	021.055.2980.010433
Project Function	055
Version Number	2
Version Description	LK&S
Version Estimate Type	DESIGN
Version Estimate Status	ESTIMATED
Estimator ID	OKE12478
Estimator Name	Hubbard, Shane M.
Cost Center	2980
Project Funding Number	021.055.2989.FP010001
Funding Type	NDU
Target Start Date	Oct 9, 2025
Target Finish Date	Oct 9, 2028

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
Install Cost	2624.26	202091.47	577.34	220.92	65509.04	0.00	271023.03	0.00	271023.03
SubTotal	2624.26	202091.47	577.34	220.92	65509.04	0.00	271023.03		271023.03

Table 2

			Materials & Consumables			Labor Breakdown		Overheads				
WP #	Task Number	WP Description	Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH	Vehicle OH	Total Costs
20	CU	Service	597.45	0.00	0.00	0.00	17601.11	131.44	0.00	5823.55	0.00	24153.55
30	CU	Mainline Labor	0	0.00	0.00	1207.20	183283.16	0.00	220.92	59036.91	0.00	243748.19
10	CU	Mainline Material	2,026.81	0.00	0.00	0.00	0.00	445.90	0.00	648.58	0.00	3121.29
SubTotal			2,624.26	0.00	0.00	1,207.20	200,884.27	577.34	220.92	65,509.04	0.00	271,023.03

639
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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	CAP,END,0.75 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		9	6	EACH	340000323
10	I			CONTRACT	0	CAP,END,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		18	9	EACH	340000065
10	I			CONTRACT	0	COUPLING,2 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		38.58	6	EACH	340000215
10	I			CONTRACT	0	ELBOW,2 IN IPS,MDPE,BUTT FUSION,90 DEG, 100 PSIG,ASTM D2513		49.5	18	EACH	340000345
10	I			CONTRACT	0	TEE,2 IN IPS X 0.75 IN IPS,TAPPING,MD FUSION,CONVEN 0.80 IN CUTTER, 100 PSIG,ASTM D2513,BUTT OUTLET,W/ 12 IN SLEEVE AND PREP KIT		63.4	4	EACH	340000545
10	I			CONTRACT	0	CAP,END,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,ASTM D2513		8.6	2	EACH	340000080
10	I			CONTRACT	0	COUPLING,4 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		62.04	4	EACH	340000235
10	I			CONTRACT	0	ELBOW,4 IN IPS,MDPE,BUTT FUSION,90 DEG,DR11,100 PSIG,ASTM D2513		29.6	4	EACH	340000365

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Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	TEE,4 IN X 0.75 IN IPS,TAPPING,MD FUSION,DR 11,0.80 IN CUTTER,100 PSIG,ASTM D2513,W/ 12 IN SLEEVE AND PREP KIT		38.94	2	EACH	340000781
10	I			CONTRACT	0	TEE,4 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		8.5	1	EACH	340000705
10	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YEL 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		142.8	595	FEET	342000080
10	I			CONTRACT	0	TEE,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		8.1	3	EACH	340000670
10	I	37600	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		11.7	30	FEET	330000020
10	I	37600	1590020	CONTRACT	0	PIPE MDPE,COIL,2.00 IN IPS,DR 11,500 FT COIL, 0.216 IN WALL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		304.85	335	FEET	330000040

641
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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I	37600	1590020	CONTRACT	0	PIPE,MDPE,2.00 IN IPS,DR 11,20 FT STICKS, 0.216 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW,F QTY 1760 FT		36.4	40	FEET	330000045
10	I	37600	1590040	CONTRACT	0	PIPE MDPE,STICK, 4.00 IN IPS,DR 11.5,40 FT STICKS,0.395 IN WALL,UNI OR BIMODAL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		488.25	155	FEET	330000060
10	I	37600	1832020	CONTRACT	0	VALVE,BALL,2 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,FULL PORT,ASTM D2513		230.34	3	EACH	340000895
10	I	37600	1832040	CONTRACT	0	VALVE,BALL,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,ASTM D2513		316.66	1	EACH	340000905
10	I			CONTRACT	0	VALVE,IDENTIFIC TUBE,HEIGHT 60 IN,ABS,YELLOW LID STAMPED GAS VALVE BALL PLASTIC, 1/4 TURN,HANDLEY,		161.55	5	EACH	070000115

642
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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
20	I			CONTRACT	0	TEE,2 IN IPS X 1.25 IN IPS,TAPPING,MD FUSION,DR 10,0.80 IN CUTTER,100 PSIG,ASTM D2513,W/ 12 IN SLEEVE AND PREP KIT		18.3	1	EACH	340000690
20	I			CONTRACT	0	TEE,2 IN IPS X 0.75 IN IPS,TAPPING,MD FUSION,CONVEN 0.80 IN CUTTER, 100 PSIG,ASTM D2513,BUTT OUTLET,W/ 12 IN SLEEVE AND PREP KIT		63.4	4	EACH	340000545
20	I			CONTRACT	0	VALVE,EXCESS FLOW,1.25 IN IPS,MDPE,FUSIO 2600,DR 10,12 IN LONG,APPROX MIN TRIP RATE 2600 - 3432 SCFH MIN TRIP FLOW @ 10 PSIG SCFH,ASTM D2513		44.75	1	EACH	340001200
20	I			CONTRACT	0	VALVE,EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 700,DR 11,12 IN LONG,APPROX MIN TRIP RATE 700 - 980 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D2513		33.39	3	EACH	340000830

643
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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
20	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YEL 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		76.8	320	FEET	342000080
20	I	38020	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		120.9	310	FEET	330000020
20	I	38020	1590012	CONTRACT	0	PIPE MDPE,COIL,1.25 IN IPS,DR 10,500 FT COIL, 0.166 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		7.5	10	FEET	330000030
20	I			CONTRACT	0	VALVE,EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 1800,DR 11,12 IN LONG,APPROX MIN TRIP RATE 2000 - 2800 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D513		13.74	1	EACH	340000835
20	I			CONTRACT	0	RISER SERVICE, 1 IN X 0.750 IN IPS,STEEL X MDPE,THRD X FUSION,SCH 40 X DR 11,30 IN V X 15 IN H,ANODELESS,FI D2513,1 IN BALL VALVE NO. 080000087 OR 080000088 OR 080000089		218.67	3	EACH	110000027

644
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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#

645

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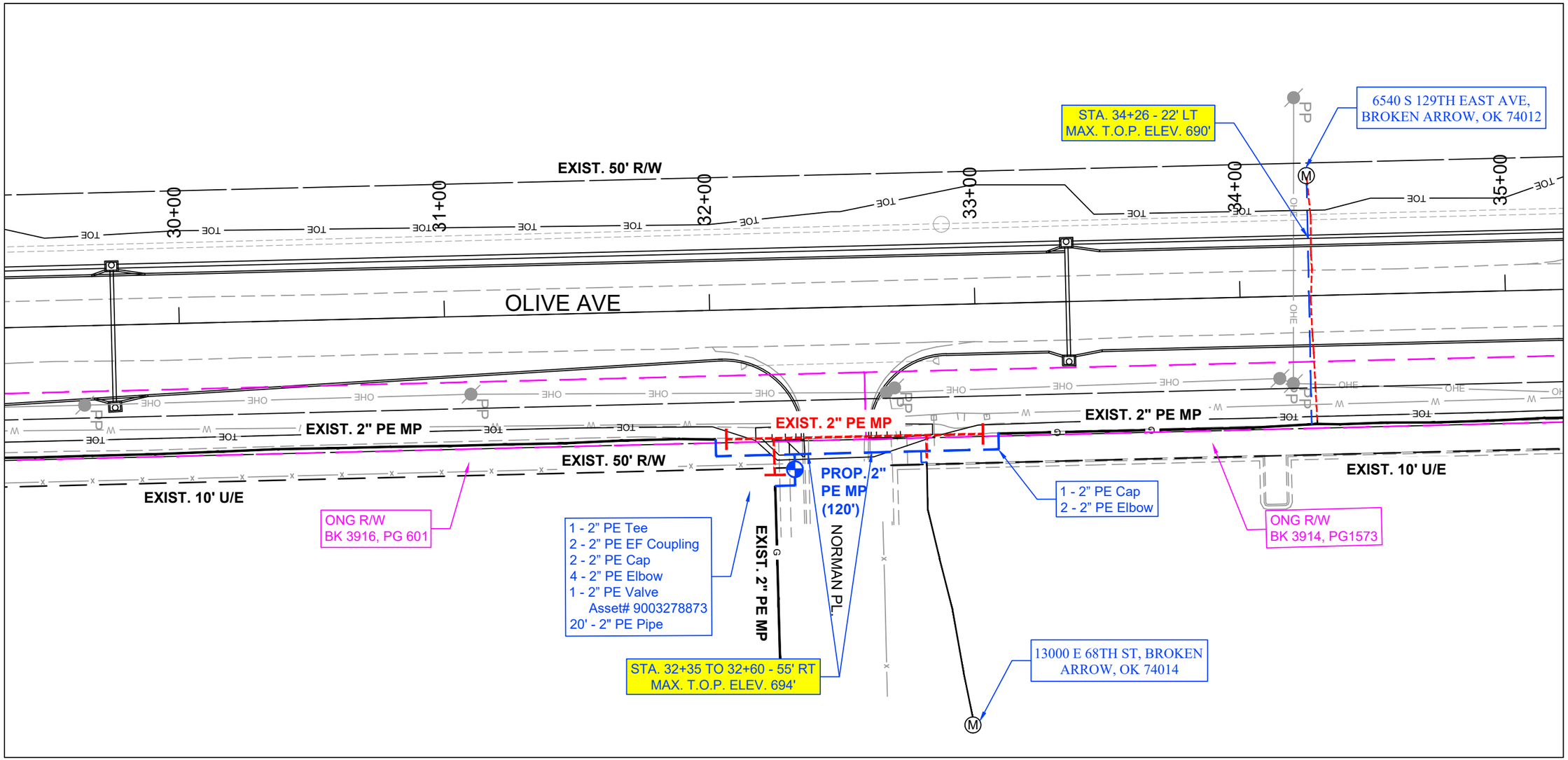

Notes:

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

0 10 20 40

SCALE: 1"=40'

EXIST. GAS

EXIST. GAS (Abandoned)

EXIST. GAS (Abandoned Phase XX)

PROP. GAS (MP)

PROP. GAS (HP)

OKLAHOMA NATURAL GAS

A Division of ONE Gas

MISSION

Providing reliable natural gas services to customers in Oklahoma.

VISION

The customer's choice.

CORE VALUES

Ethics • Quality • Loyalty
Value • Service

REVISED			PRINTS ISSUED		
DATE	BY	ITEM	DATE	NO.	TO

OKLAHOMA NATURAL GAS COMPANY

CITY OF BROKEN ARROW

OLIVE AVE IMPROVEMENTS
TULSA COUNTY
ST1710 (North Phase)

DESIGNED	S.H.	SURVEY NONE	DATE 11/5/25
DRAWN	SJBII	JO#	SCALE AS SHOWN
CHECKED			SHEET NO. 1
FILE NO.		DWG. NO.	OF 7

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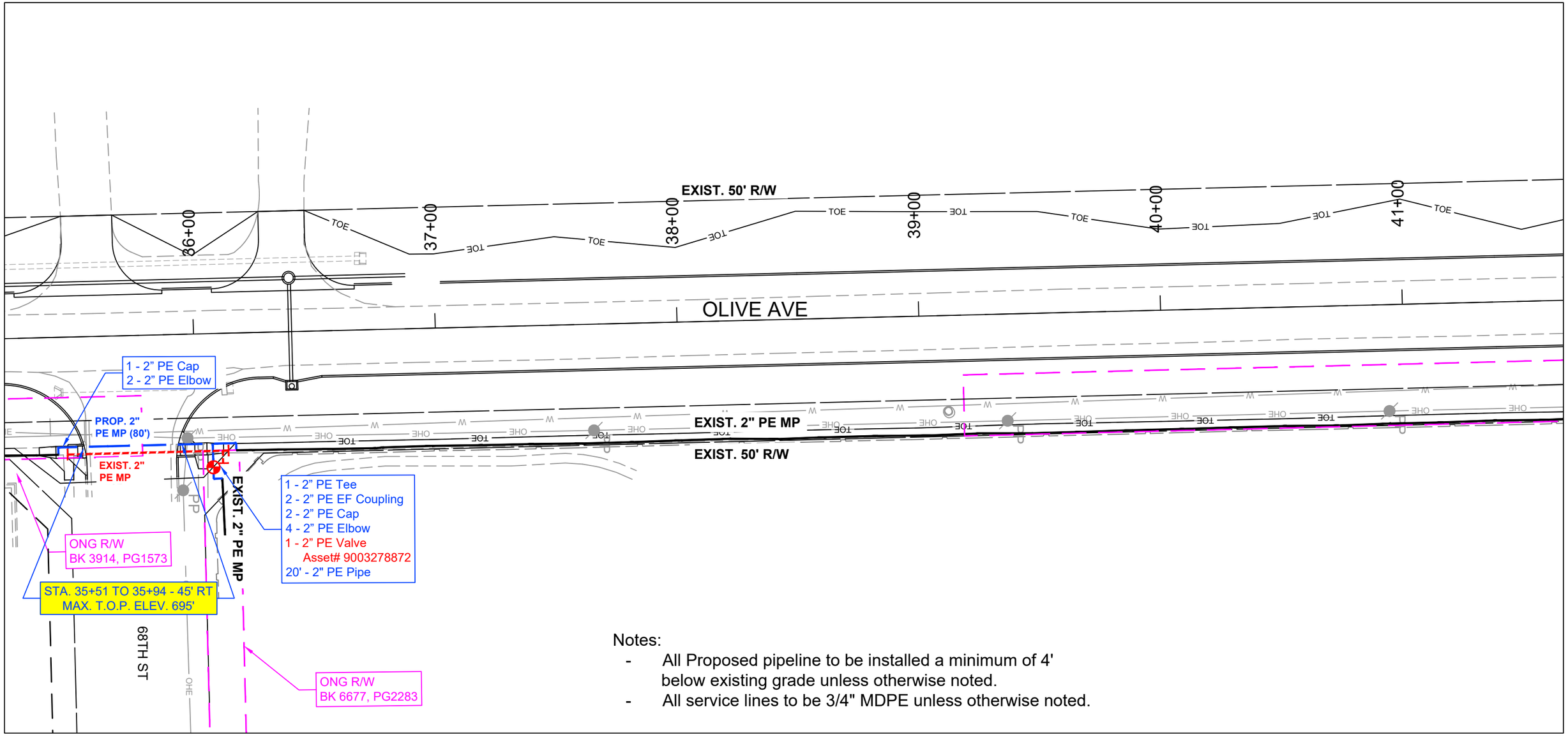

Notes:

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- All service lines to be 3/4" MDPE unless otherwise noted.

0 10 20 40

SCALE: 1"=40'

EXIST. GAS
EXIST. GAS (Abandoned)
EXIST. GAS (Abandoned Phase XX)
PROP. GAS (MP)
PROP. GAS (HP)

OKLAHOMA NATURAL GAS
A Division of ONE Gas

MISSION
Providing reliable natural gas services to customers in Oklahoma.

VISION
The customer's choice.

CORE VALUES
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Value ● Service

REVISED			PRINTS ISSUED		
DATE	BY	ITEM	DATE	NO.	TO

OKLAHOMA NATURAL GAS COMPANY

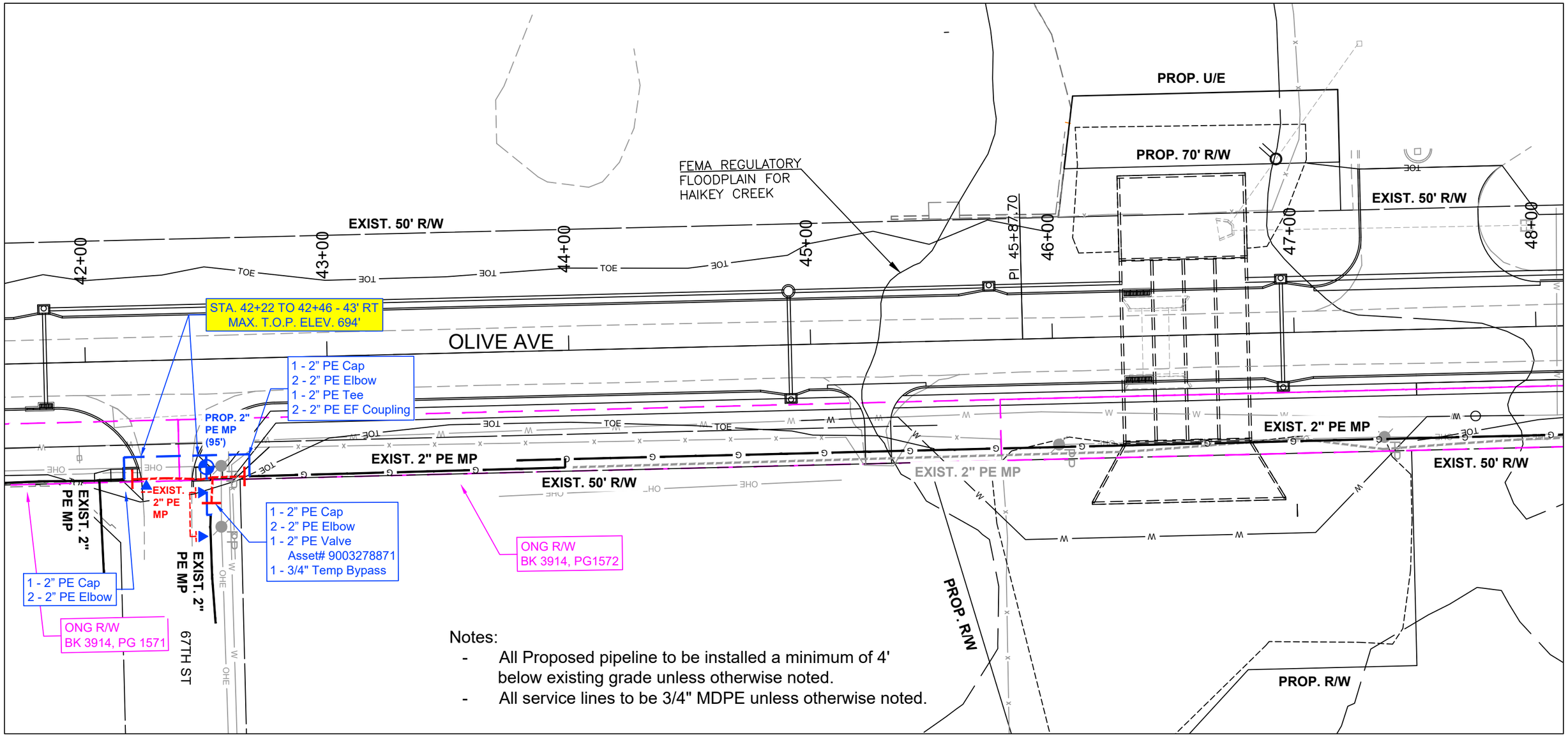
CITY OF BROKEN ARROW

OLIVE AVE IMPROVEMENTS
TULSA COUNTY
ST1710 (North Phase)

DESIGNED	S.H.	SURVEY	NONE
DRAWN	SJBII	JO#	
CHECKED			
FILE NO.		DWG. NO.	

DATE 11/5/25
SCALE AS SHOWN
SHEET NO. 2
OF 7

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa



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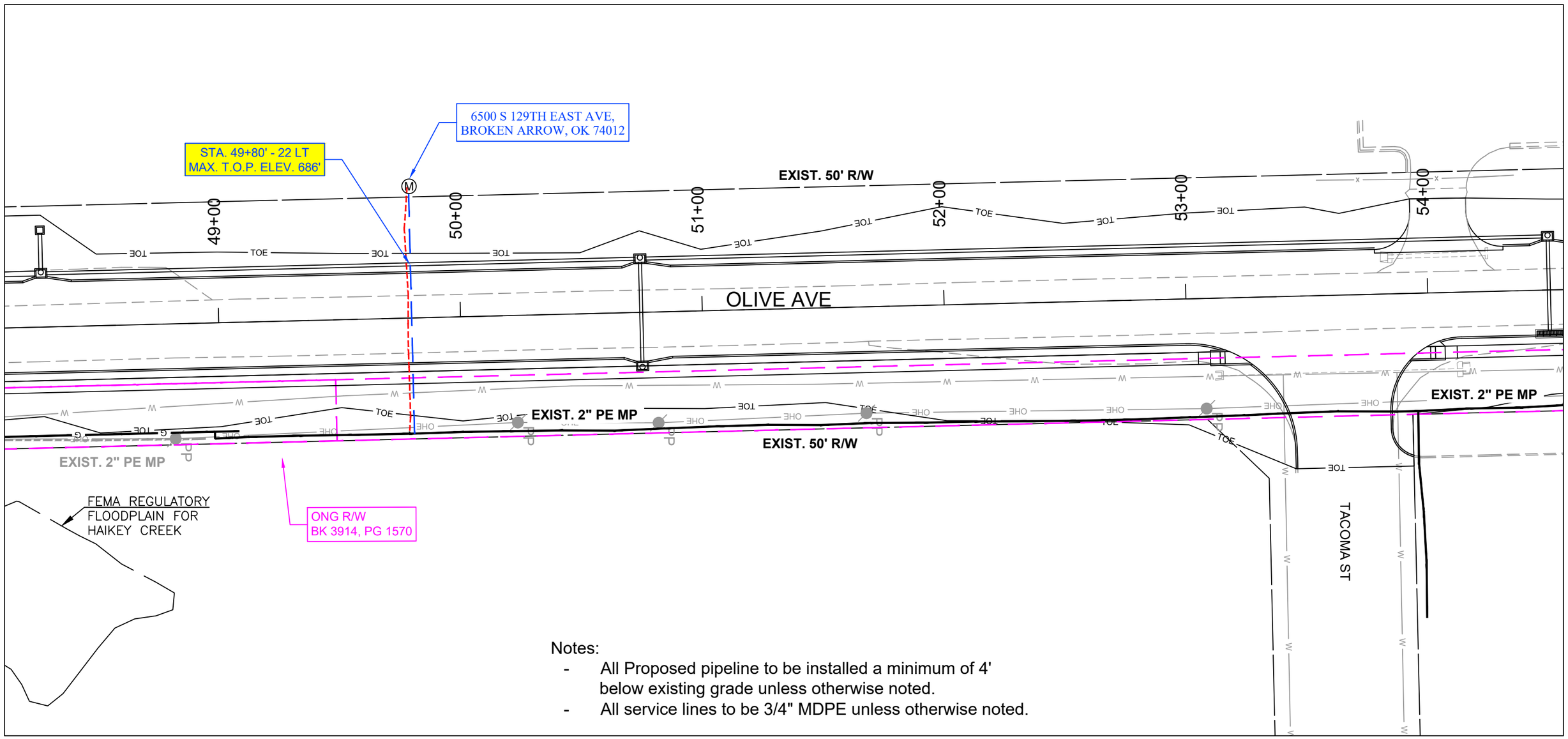
Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa



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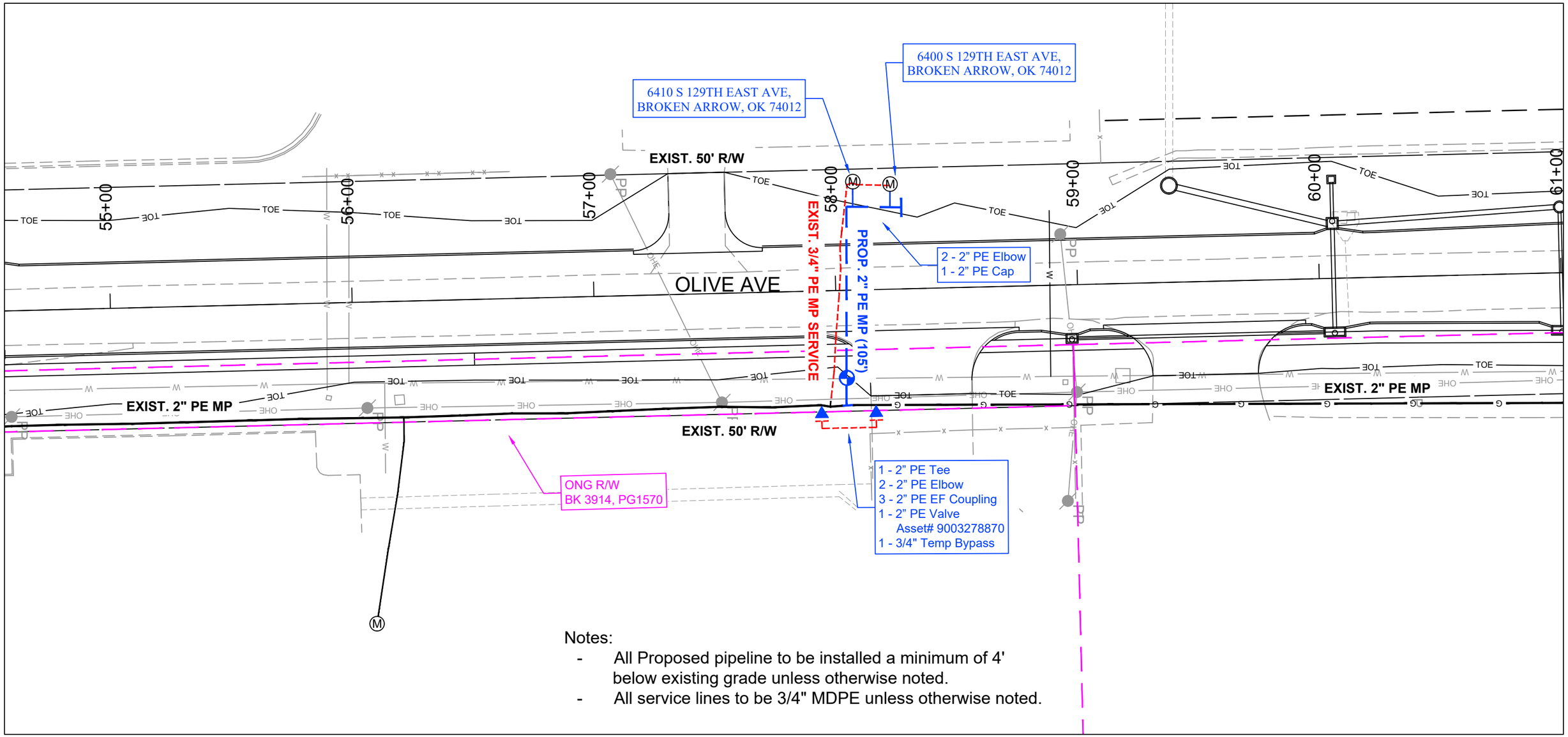

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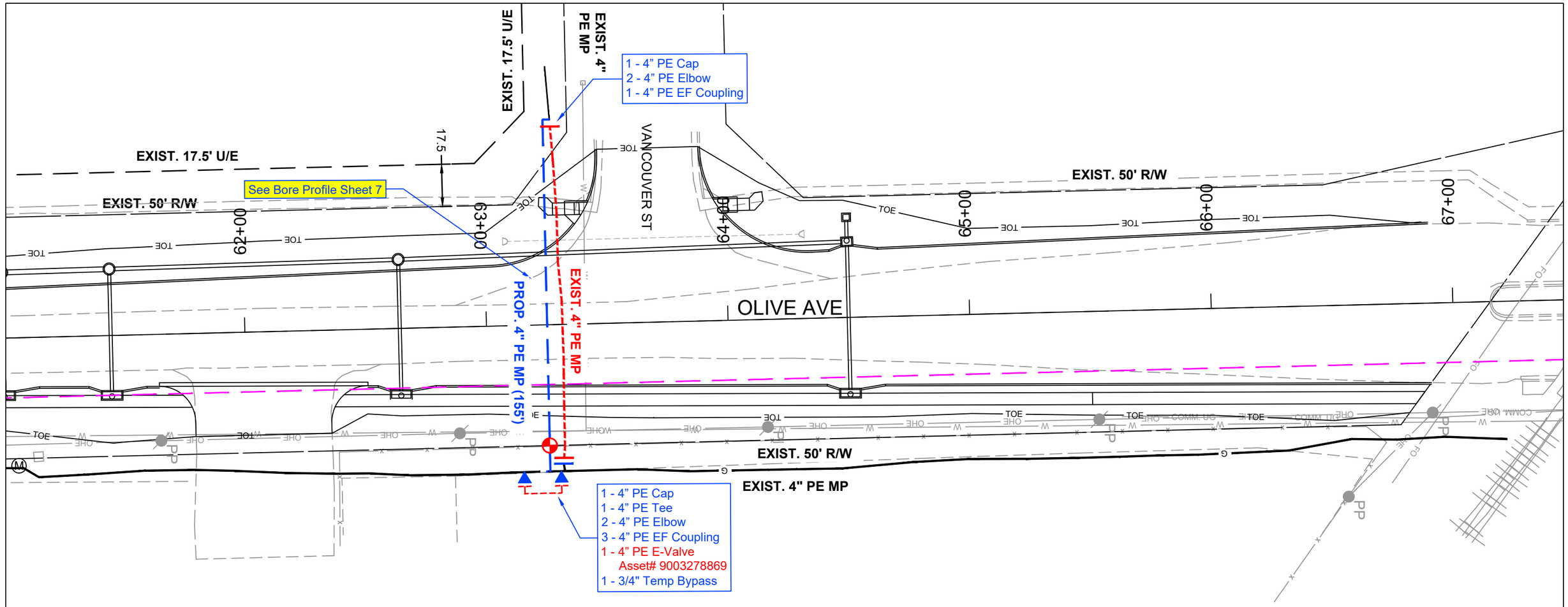
DRAWN	SJBII	JO#		SCALE	AS SHOWN
CHECKED				SHEET NO.	5
FILE NO.		DWG. NO.		OF	6

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa



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FILE NO.		DWG. NO.	OF 7

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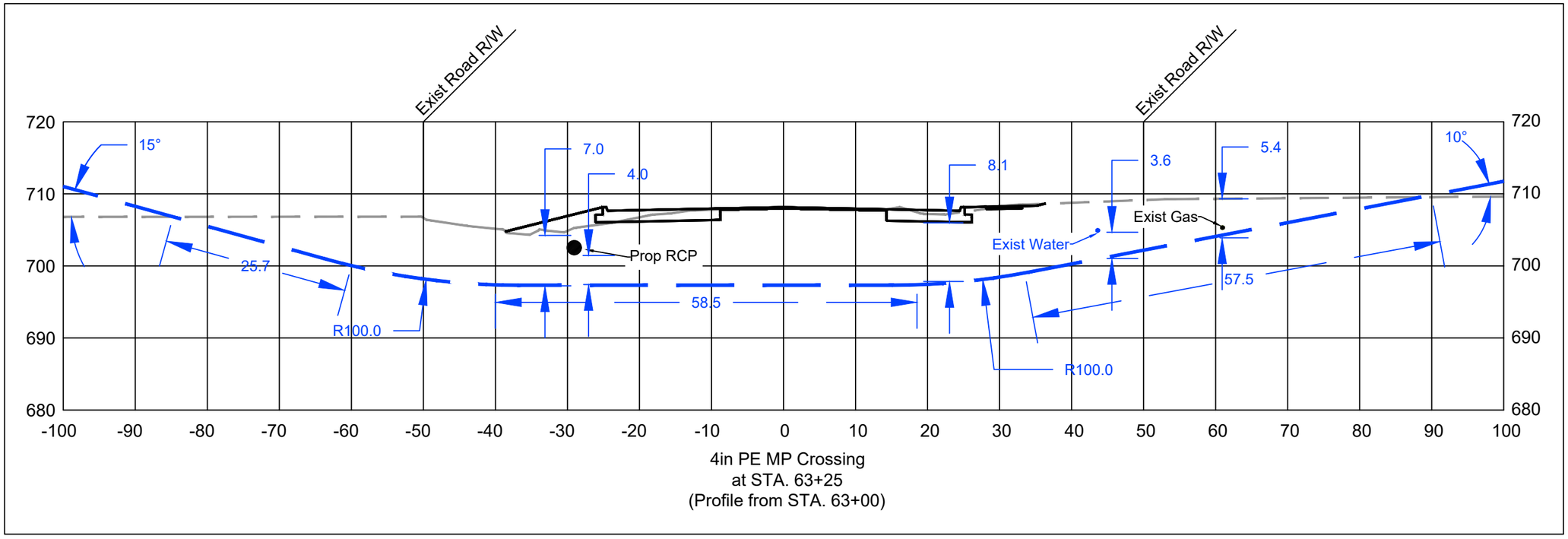

4in PE MP Crossing
at STA. 63+25
(Profile from STA. 63+00)

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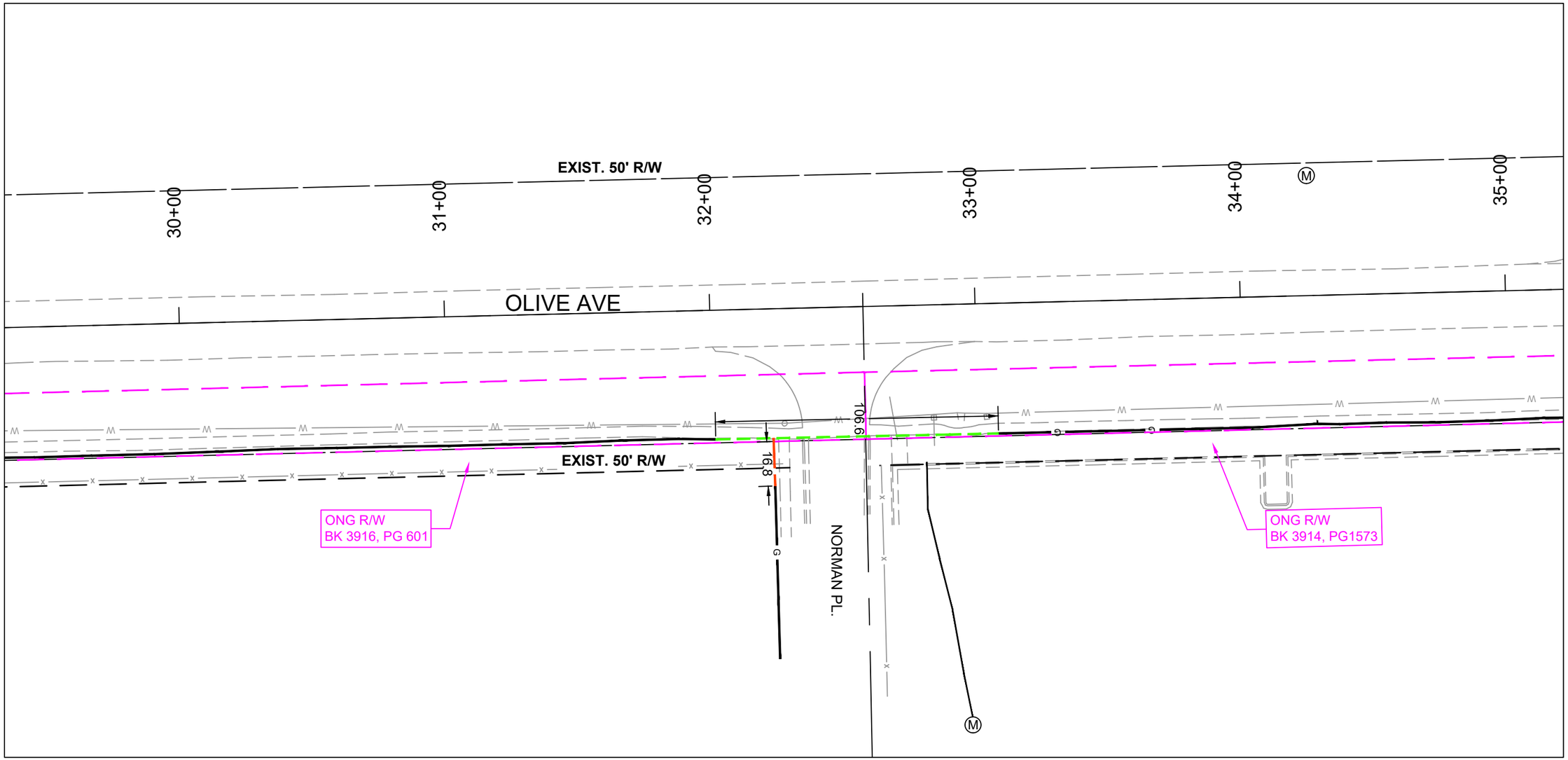

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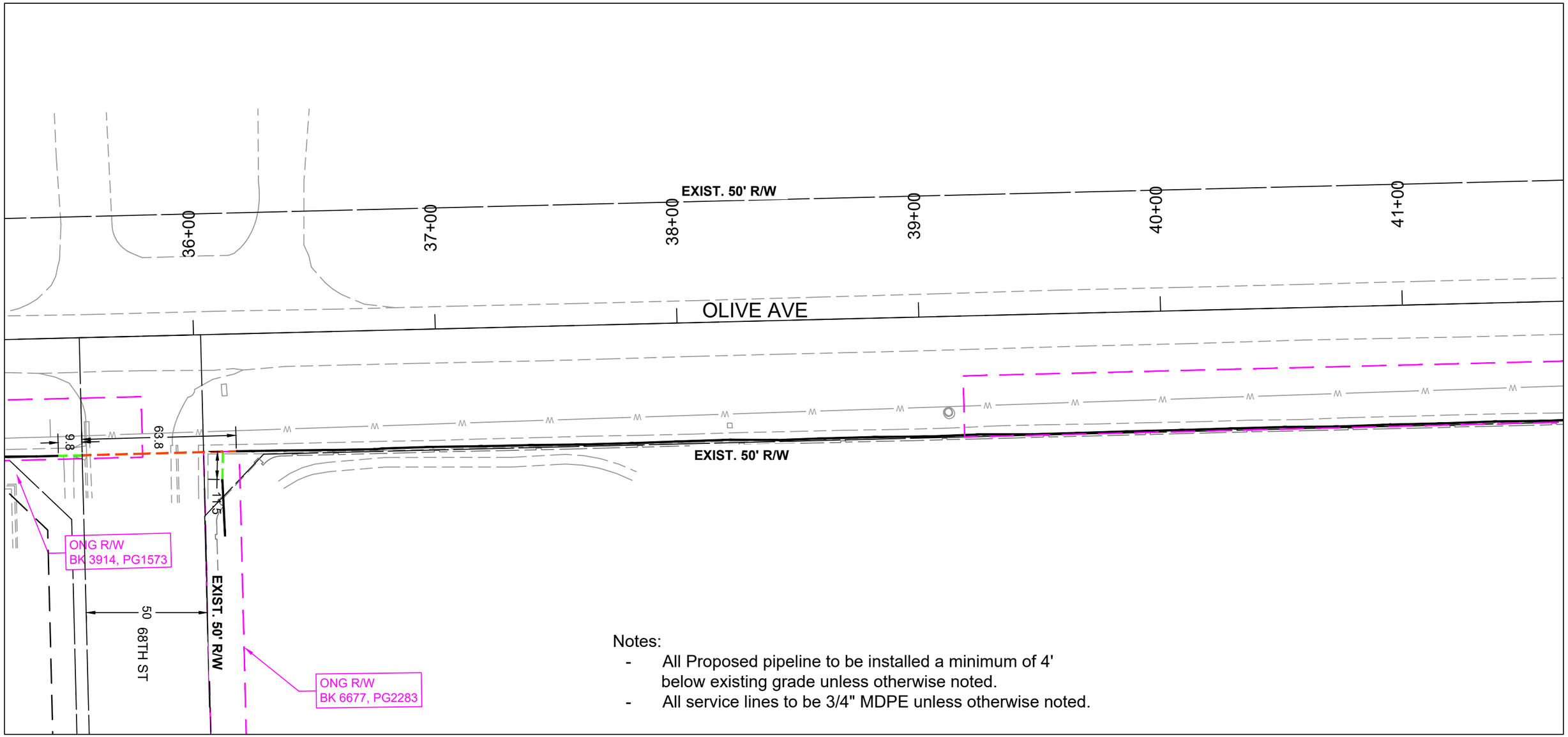

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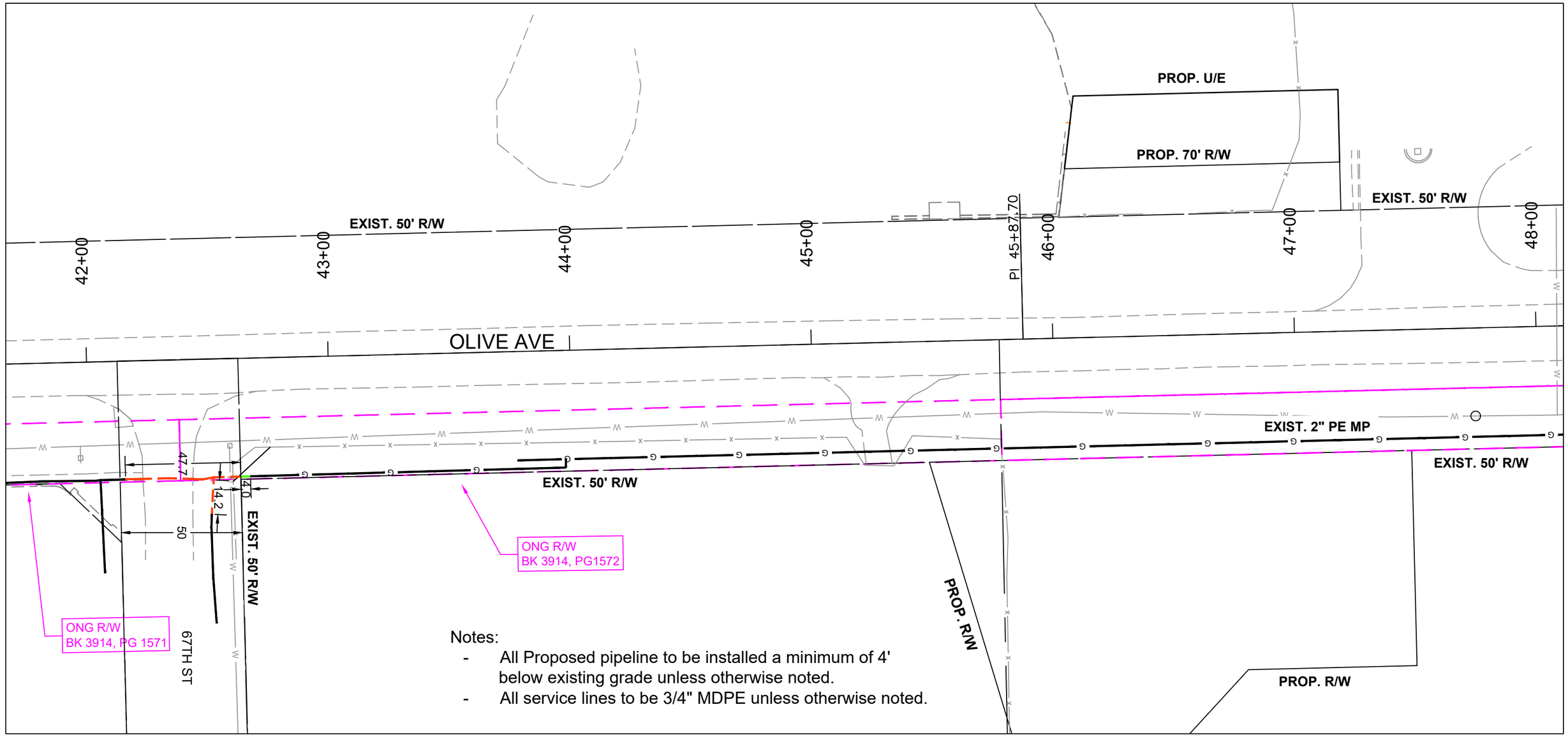

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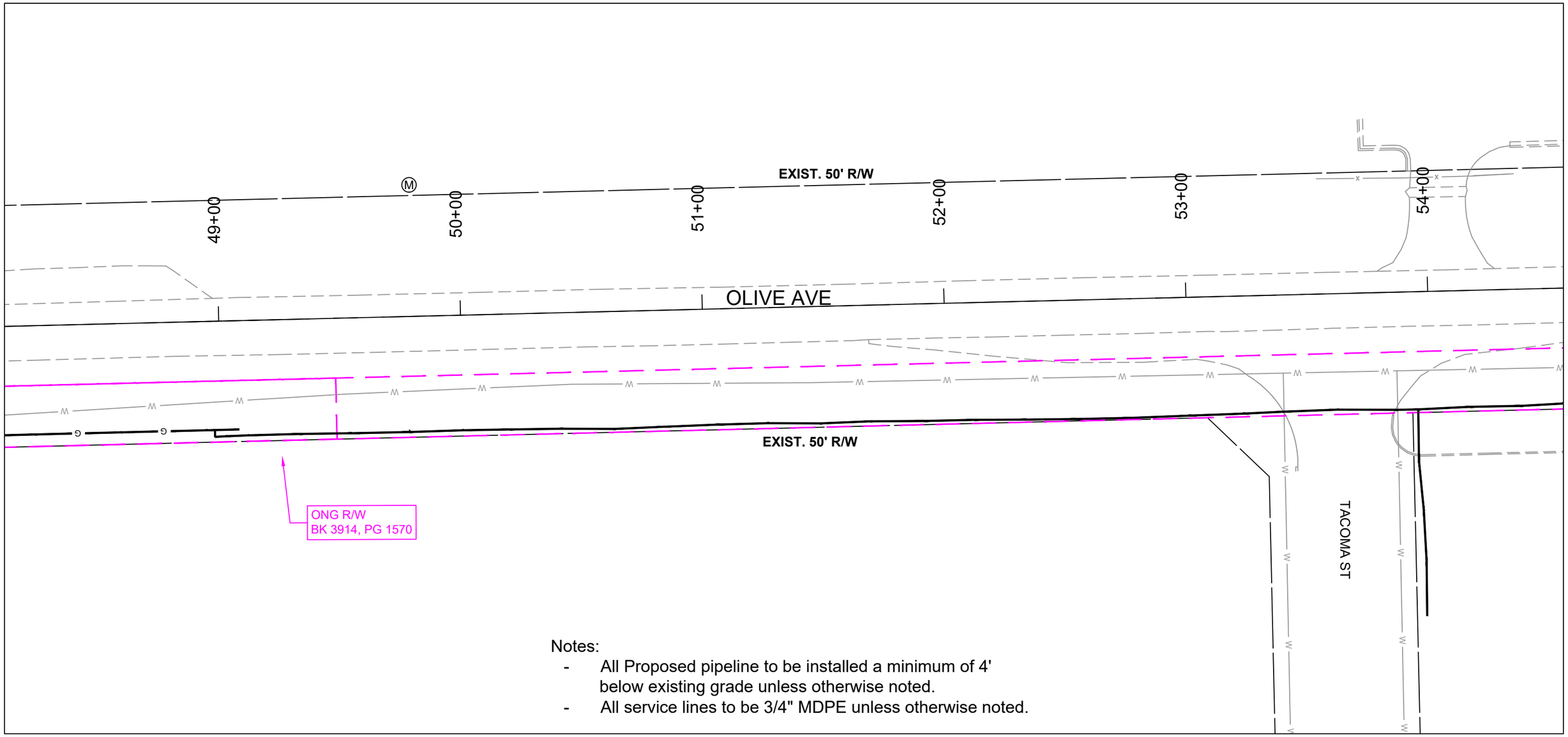

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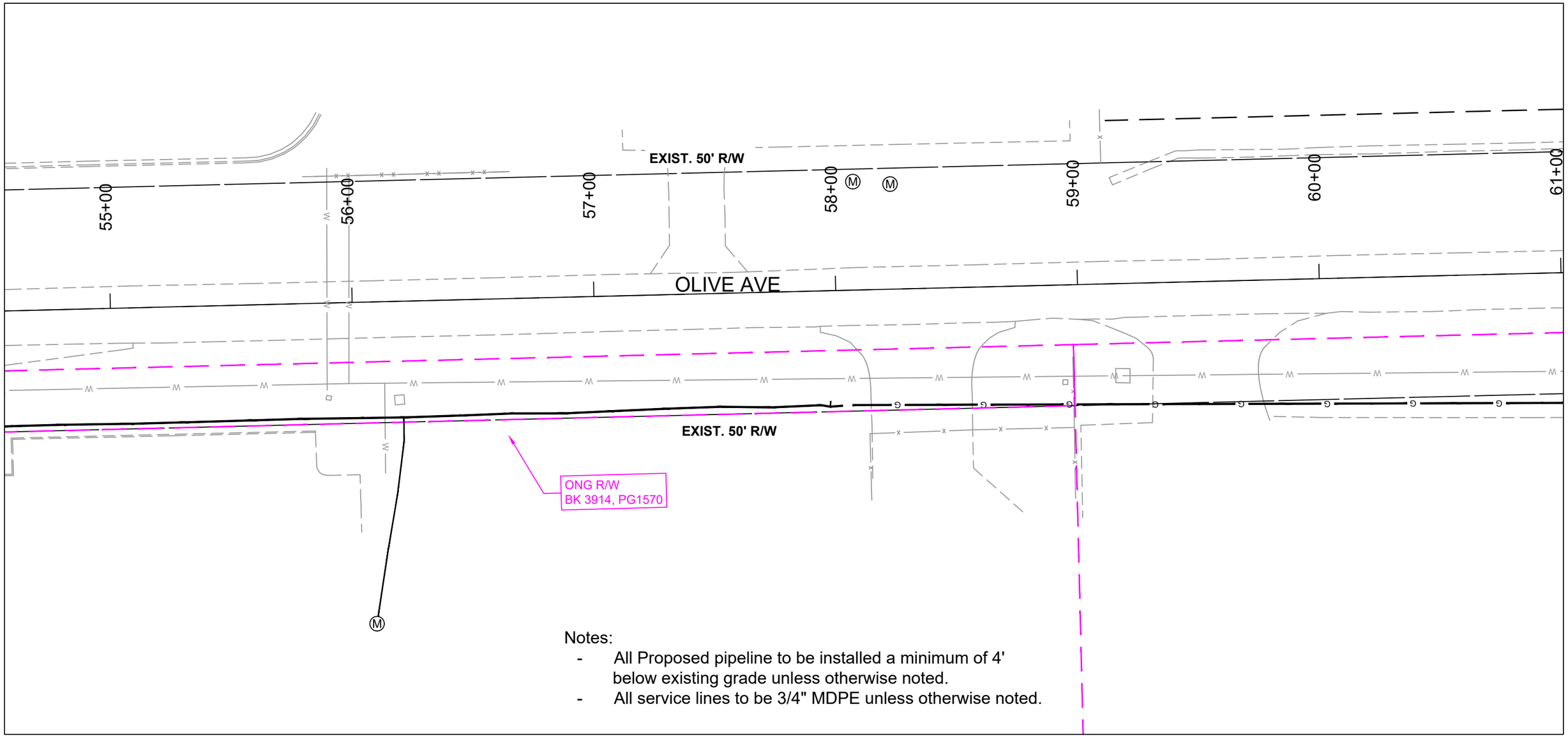

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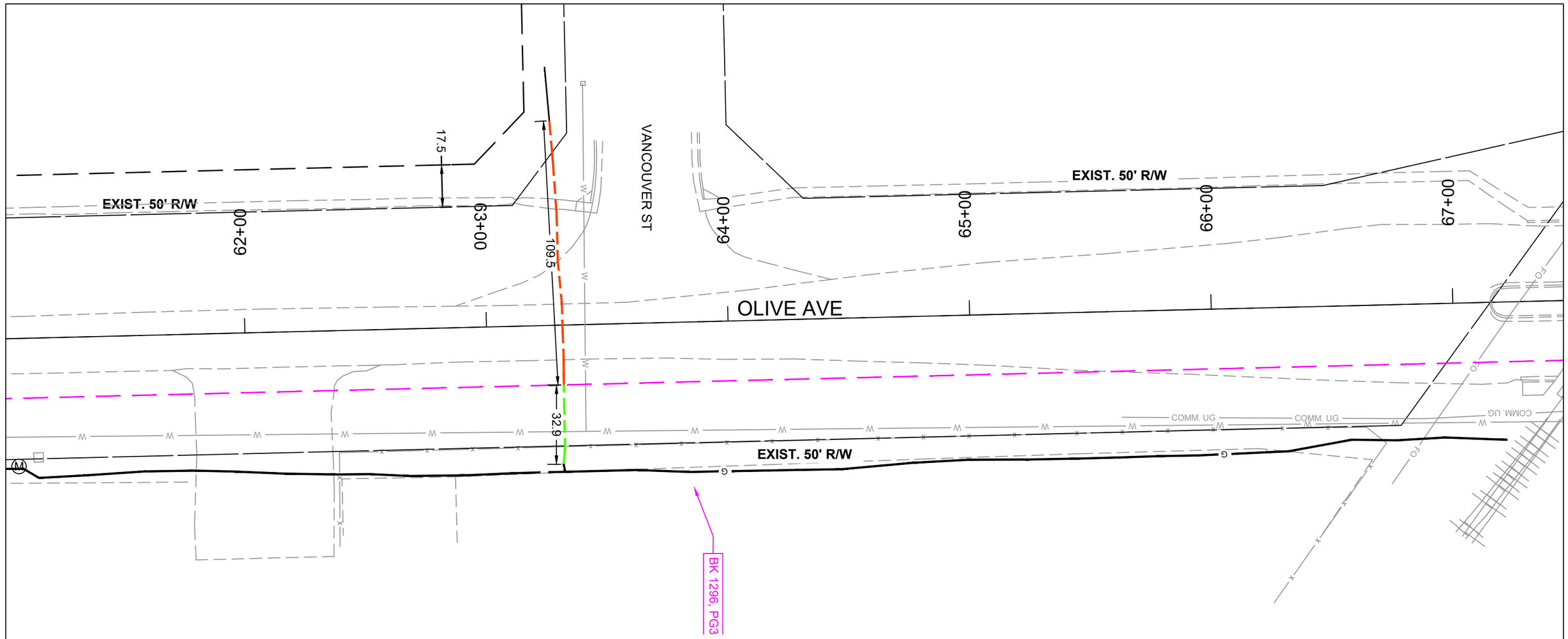

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Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

Line	Length	Reim?	Main
1	109.5	N	Y
2	32.9	Y	Y
3	4.0	Y	Y
4	14.2	N	Y
5	47.7	N	Y
6	63.8	N	Y
7	11.5	Y	Y
8	9.8	Y	Y
9	106.6	Y	Y
10	16.8	N	Y
11			
12			
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14			
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39			
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41			
42			
43			
44			

In ROW	164.8	0.395356
Out of ROW	252.0	0.604644
Total	416.8	

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BOOK 3916 PAGE 601

59227

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FORM 428 11-59

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between John D. Mayo and Lillian C. Mayo, husband and wife; Allene T. Mayo, a widow and a single person; Virginia Mayo Ownby, a widow and a single person; Cass Allen Mayo, Jr. and Ruth Hall Mayo, husband and wife hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

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

A gas line to be installed within the West 50 feet of the S/2 SW/4 of Section 4, Township 18 North, Range 14 East.

STATE OF OKLAHOMA
TULSA COUNTY
FILED FOR RECORD
FEB 9 2 27 PM '70
CLYDE MILLENINGER
COUNTY CLERK

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 22nd day of JANUARY, 1970.

Cass Allen Mayo, Jr.

Ruth Hall Mayo

John D. Mayo

Lillian C. Mayo

Allene T. Mayo

Virginia Mayo Ownby

STATE OF OKLAHOMA
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 22 day of January, 1970, personally appeared Cass Allen Mayo, Jr, Ruth Hall Mayo, John D. Mayo, Lillian C. Mayo, Allene T. Mayo, Virgina Mayo Ownby to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

NOTARY PUBLIC
My Commission Expires:
July 21, 1973

Betty Warren
Notary Public

RECORDING DATA

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

AGREE

Negotiated by J. R. Lillard Rods 80

Line A-600 Service J. O. 515-14-73 R/W#

Entered Indexed

2.1660

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

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

_____
Notary Public.

My Commission Expires _____

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BOOK 3914 PAGE 1573 57147

FORM 428 11-59

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between Loren L. Lewis and Florida P. Lewis husband and wife hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

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

A gas line to be installed within the West 50 feet of the South 320 feet of the SW/4 NW/4 SW/4 of Section 4, Township 18 North, Range 14 East.

4-18N-14E

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

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

Loren L. Lewis

Florida P. Lewis

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
JAN 22 2 42 PM '70
CLYDE WINTERRINGER
COUNTY CLERK

STATE OF OKLAHOMA
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 11 day of December, 1969, personally appeared Loren L. Lewis and Florida P. Lewis, husband and wife to me known to be the identical person s who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

My Commission Expires Sept. 14, 1971

J. R. Lillard
Notary Public

RECORDING DATA

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

AGREE

N R T

Negotiated by J. R. Lillard Rods 19

Line A-600 Service J. O. 515-14-73 R/W#

Entered Indexed

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss.

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

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

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

_____
Notary Public.

My Commission Expires _____

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

Tulsa County Clerk - EARLENE WILSON

Doc# 02009647 Pgs 1 B/P 6677/2283-2283

Receipt # 560303 01/22/02 14:08:25

Fee 13.00

000560303001

RIGHT OF WAY AGREEMENT

Form 428 (1-00) OK-108C4-77

M

THIS AGREEMENT, made and entered into by and between **JOHN BEN EITEL and ELAINE G. EITEL, Husband and wife** hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a Division of ONEOK, Inc., an Oklahoma corporation, hereinafter called the Grantee.

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

2283

The South 15 ft. of the North 315 ft. of the SW/4 NW/4 SW/4 Section 4-T18N-R14E LESS AND EXCEPT 30 ft. along the *West side* for road purposes thereof.

6677

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops and premises, which may be suffered by reason of laying, relaying, maintaining, operating or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 19 day of December, 2001.

John Ben Eitel

Elaine G. Eitel

ENTERED 1-29-02

SCANNED

INDEXED

STATE OF Texas)
) SS.
COUNTY OF Jefferson)

This instrument was acknowledged before me on the 19th day of December, 2001, by John Ben Eitel and Elaine G. Eitel.

My Commission Expires: March 16, 2005

Marla Miller NOTARY PUBLIC

Negotiated by Tom Schellhorn Rods 40 N? Line Broken Arrow Distri. J.O. 021.051.2142.010001 RW#

82
999469
1-8-02

Marla R. Miller
Notary Public, State of Texas
My Commission Expires
MARCH 16, 2005

COUNTY CLERK TULSA COUNTY OKLAHOMA

R+J Oklahoma Natural Gas Co. PO Box 871 Tulsa, OK 74102

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

5227 131 A00002.00 I

BOOK 3914 PAGE 1571 57145

FORM 426 11-59

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between

Boyd Cook and Littie Cook, husband and wife

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

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

A gas line to be installed within the West 50 feet of the North 340 feet of the NW/4 NW/4 SW/4 of Section 4, Township 18 North, Range 14 East.

4-18N-14E

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

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

Boyd Cook

Boyd Cook

Littie Cook

Littie Cook

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
JAN 22 2 42 PM '70
CLYDE WINTERRINGER
COUNTY CLERK

STATE OF OKLAHOMA } SS.
COUNTY OF TULSA }

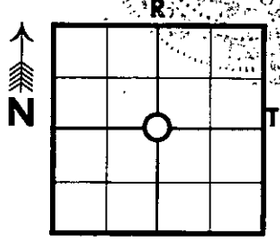
Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 11 day of December, 1969, personally appeared Boyd Cook and Littie Cook, husband and wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

My Commission Expires: My Commission Expires Sept. 14, 1971

J. R. Lillard
Notary Public

RECORDING DATA



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

Negotiated by J. R. Lillard Rods 2-1

Line A-600 Service J. O. 515-14-73 R/W#

Entered Indexed

2 665

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss.

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

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

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

_____
Notary Public.

My Commission Expires _____

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

5222 131 A00002.00 I

BOOK 3914 PAGE 1572

57146

FORM 426 11-59

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between

Charles R. Eitel, for himself and as attorney in fact for John Ben Eitel

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

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

A gas line to be installed within the West 50 feet of the South 295 feet of the NW/4 NW/4 SW/4 and the West 50 feet of the North 315 feet of the SW/4 NW/4 SW/4 of Section 4, Township 18 North, Range 14 East.

4-18N-14E

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 31st day of DECEMBER, 1969

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
JAN 22 2 42 PM '70
CLYDE WINTERRINGER
COUNTY CLERK

Charles R. Eitel, for himself and as attorney in fact for John Ben Eitel

Charles R. Eitel

STATE OF OKLAHOMA
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 31 day of December, 1969, personally appeared Charles R. Eitel, for himself and as attorney in fact for John Ben Eitel to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

J. R. Lillard
Notary Public

My Commission Expires:
My Commission Expires Sept. 14, 1971

RECORDING DATA

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

AGREE

Negotiated by J. R. Lillard Rods 37

Line Service Line J. O. 515-14-73 R/W# A-600

Entered Indexed

2.00

667

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

_____

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

_____

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

_____

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss.

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

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

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

_____
Notary Public.

My Commission Expires _____

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

BOOK 3914 PAGE 1570

57144

5228 131 A00002.00 I

FORM 428 11-59

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between

Clint Cross and Melba M. Cross, husband and wife

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

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

A gas line to be installed within the West 50 feet of the SW/4 NW/4 of Section 4, Township 18 North, Range 14 East.

4-18N-14E

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

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

Clint Cross

Melba M. Cross

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
JAN 22 2 42 PM '70
CLYDE WINTERRINGER
COUNTY CLERK
Sue Jordon

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 17 day of January, 1970, personally appeared Clint Cross and Melba M. Cross, husband and wife

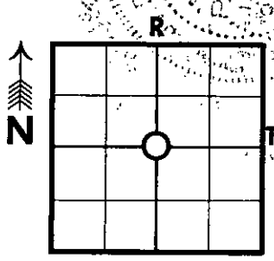
to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

J. R. Lillard
Notary Public

My Commission Expires:
My Commission Expires Sept. 14, 1971

RECORDING DATA



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

AGREE

Negotiated by J. R. Lillard Rods P.O.

Line A-600 Service J. O. 515-14-73 R/W#

Entered Indexed

2.0 669

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

_____

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

_____

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

_____

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss.

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

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

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

_____
Notary Public.

My Commission Expires _____

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

OKLAHOMA NATURAL GAS COMPANY

POST OFFICE BOX 871

TULSA, OKLAHOMA 74102

December 22, 1969

Mr. Clint Cross
5319 South Irvington
Tulsa, Oklahoma 74135

Dear Mr. Cross:

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

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

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

Sincerely,

J. W. Williams

J. W. Williams

OKLAHOMA NATURAL GAS CO.

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

Form 11—9-35

578481

RIGHT OF WAY AGREEMENT

BOOK 1296 PAGE 313

THIS AGREEMENT made and entered into by and between Boline Anderson (a widow), hereinafter called the Grantor, and Oklahoma Natural Gas Company, a corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor for and in consideration of the sum of One and More Dollars to him in hand paid by said Grantee, the receipt of which is hereby acknowledged, and for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to the said Grantee, the Right of Way to lay, maintain, operate, relay and remove a pipe line for the purpose of the transportation of Gas, with right of ingress and egress to and from the same, on, over and through certain lands situated in the County of Tulsa State of Oklahoma, described as follows, to-wit: North Half of the Northwest Quarter of Section (4) twp 18 North Range 14 East (N½ of NW¼)

Except N. 50'

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the said Grantor is to fully use and enjoy the said premises, except the easement for the purpose hereinbefore granted to said Grantee.

2. That said Grantee hereby covenants to bury its pipe so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its line of pipe.

4. That the Grantee shall pay all damages to fences, crops and premises, which may be suffered by reason of laying, maintenance, operation or alteration of said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This contract shall bind and run in favor of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals, this 12 day of Oct, 1938.

Boline Anderson

I hereby certify that this instrument was filed for record in my office at 1938 NOV 9 AM 8 16

AGREE

STATE OF OKLAHOMA, COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this 12th day of Oct, 1938, personally appeared Boline Anderson a Widow

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

Witness my hand and official seal.

C E Heath
Notary Public.

My Commission expires July 26, 1942

CW (Rebecca Johnson #1)

672

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

R/W No. _____ Line C.W. (REBECCA JOHNSON #1)
JOB ORDER #625 . BAUDET & MOORE

578481

DIRECT

Anderson INDIRECT

to

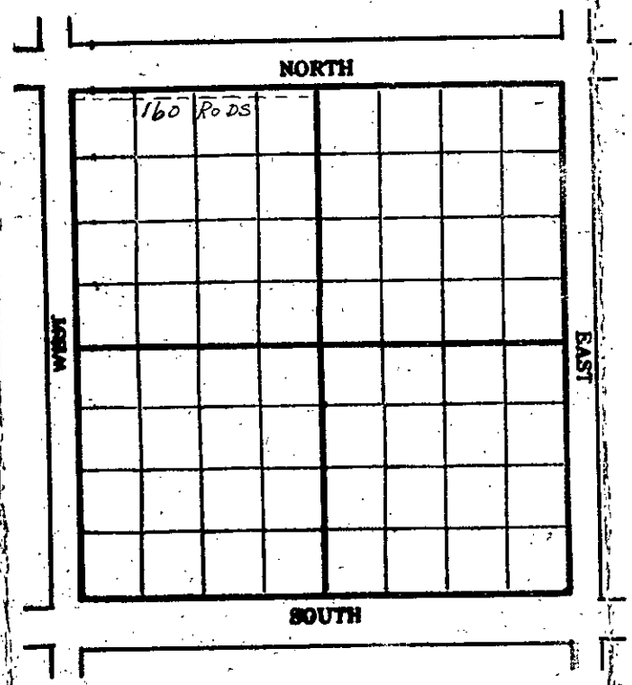
Okla Nat. Gas Co-

Sec. 4 Twp. 18N Range 14E

County Tulsa Bales Twp.

Grantor Boline Anderson, a widow

P. O. _____



To C.W. (Alice Drew #1)

When Recorded Return to
Oklahoma Natural Gas Company
P. O. Box 871,

Land & Lease Department, Tulsa, Okla.

Negotiated by C E Heath

Entered PS Indexed PS

4-18-14

673

Document ID: 0b5d139d5fe1e77cf7b05dcff0f09535e1168c2c94fd24fc714a3489ea8a6aa

Signature Certificate

Envelope Ref:80bf9b34ba84b3c051c9a0ec52c36228c7b79adf

Author:	Cody Yost	Creation Date:	09 Mar 2026, 07:57:58, PDT	Completion Date:	09 Mar 2026, 13:09:45, PDT

Document Details:

Name: 260309 - Reimbursement Agreement (ST1710 North)

Type:

Document Ref: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

Document Total Pages: 46

Document Signed By:

Name:	Morgan Pilkington
Email:	OKE19789@onegas.com
IP:	12.216.62.6
Location:	TULSA, OK (US)
Date:	09 Mar 2026, 11:37:09, PDT
Consent:	eSignature Consent Accepted
Security Level:	Email

Morgan Pilkington
Signer ID: ZKSPOYPP15...

Name:	Cody Yost
Email:	cody.yost@onegas.com
IP:	12.216.62.6
Location:	TULSA, OK (US)
Date:	09 Mar 2026, 08:01:44, PDT
Consent:	eSignature Consent Accepted
Security Level:	Email

Cody Yost
Signer ID: 9FPJOYWSZ4...

Name:	Tonya Means
Email:	oke22014@onegas.com
IP:	12.216.62.6
Location:	TULSA, OK (US)
Date:	09 Mar 2026, 12:03:14, PDT
Consent:	eSignature Consent Accepted
Security Level:	Email

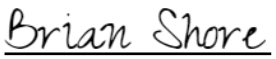
Tonya Means
Signer ID: CXRFWC1112...

Name:	David Williams

David Williams
Signer ID: 0GDQEC3D5M...

Email:	david.williams@onegas.com
IP:	12.216.62.6
Location:	TULSA, OK (US)
Date:	09 Mar 2026, 12:58:23, PDT
Consent:	eSignature Consent Accepted
Security Level:	Email
Name:	OKE11872@onegas.com Meghan A.
Email:	meghan.booker@onegas.com
IP:	12.216.62.6
Location:	TULSA, OK (US)
Date:	09 Mar 2026, 11:34:27, PDT
Consent:	eSignature Consent Accepted
Security Level:	Email
Name:	Brian Shore
Email:	brian.shore@onegas.com
IP:	12.216.62.6
Location:	TULSA, OK (US)
Date:	09 Mar 2026, 13:09:45, PDT
Consent:	eSignature Consent Accepted
Security Level:	Email

Signer ID: USOQRW1GH7...


Signer ID: SMGCEWBDEM...

Document History:

Envelope Created	Cody Yost created this envelope on 09 Mar 2026, 07:57:58, PDT
Invitation Sent	Invitation sent to Cody Yost on 09 Mar 2026, 08:01:38, PDT
Invitation Accepted	Invitation accepted by Cody Yost on 09 Mar 2026, 08:01:38, PDT
Signed by Cody Yost	Cody Yost signed this Envelope on 09 Mar 2026, 08:01:44, PDT
Invitation Sent	Invitation sent to OKE11872@onegas.com Meghan A. on 09 Mar 2026, 08:01:44, PDT
Invitation Accepted	Invitation accepted by OKE11872@onegas.com Meghan A. on 09 Mar 2026, 11:26:21, PDT
Signed by OKE11872@ onegas.com Meghan A.	OKE11872@onegas.com Meghan A. signed this Envelope on 09 Mar 2026, 11:34:27, PDT
Invitation Sent	Invitation sent to Morgan Pilkington on 09 Mar 2026, 11:34:28, PDT
Invitation Accepted	Invitation accepted by Morgan Pilkington on 09 Mar 2026, 11:36:17, PDT
Signed by Morgan Pilkington	Morgan Pilkington signed this Envelope on 09 Mar 2026, 11:37:09, PDT
Invitation Sent	Invitation sent to Tonya Means on 09 Mar 2026, 11:37:10, PDT
Invitation Accepted	Invitation accepted by Tonya Means on 09 Mar 2026, 12:01:51, PDT
Signed by Tonya Means	Tonya Means signed this Envelope on 09 Mar 2026, 12:03:14, PDT
Invitation Sent	Invitation sent to David Williams on 09 Mar 2026, 12:03:14, PDT

Invitation Accepted	Invitation accepted by David Williams on 09 Mar 2026, 12:57:59, PDT
Signed by David Williams	David Williams signed this Envelope on 09 Mar 2026, 12:58:23, PDT
Invitation Sent	Invitation sent to Brian Shore on 09 Mar 2026, 12:58:23, PDT
Invitation Accepted	Invitation accepted by Brian Shore on 09 Mar 2026, 13:09:28, PDT
Signed by Brian Shore	Brian Shore signed this Envelope on 09 Mar 2026, 13:09:45, PDT
Executed	Document(s) successfully executed on 09 Mar 2026, 13:09:45, PDT
Signed Document(s)	Link emailed to cody.yost@onegas.com
Signed Document(s)	Link emailed to meghan.booker@onegas.com
Signed Document(s)	Link emailed to OKE19789@onegas.com
Signed Document(s)	Link emailed to oke22014@onegas.com
Signed Document(s)	Link emailed to david.williams@onegas.com
Signed Document(s)	Link emailed to brian.shore@onegas.com

City of Broken Arrow

Request for Action

File #: 26-416, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Approval of and authorization to execute Pipeline Crossing Agreement between Union Pacific Railroad (UPRR) and the City of Broken Arrow, for a license to construct, maintain and operate a waterline across UPRR property and track for the 9th Street Widening from Washington Street to Houston Street project (ST2027) for payment of the license fee

Background:
As part of the ST2027 9th Street widening project, a new 12" waterline will be constructed replacing an existing waterline. This agreement grants the right for the City to construct, maintain and operate the 12" waterline encased in a 24" steel pipe, including any required appurtenances across UPRR property, track, or other facilities in return for a one-time license fee of $9,800.00 paid to UPRR. The City agrees that the pipeline will only be used for conveying water for the life of the Agreement.

Cost: $9,800.00

Funding Source: 2018 GO Bond

Requested By: Charlie Bright, Director of Engineering & Construction

Approved By: City Manager's Office

Attachments: Pipeline Crossing Agreement
ST2027 Crossing Location Plan Sheet

Recommendation:
Approve and authorize execution of Pipeline Crossing Agreement between Union Pacific Railroad (UPRR) and the City of Broken Arrow, for a license to construct, maintain and operate a waterline across UPRR property and track for the 9th Street Widening from Washington Street to Houston Street project (ST2027) and payment of the license fee

BEFORE YOU DIG 811 1-800-522-OKIE CALL OKIE

PROP. R/W

PRES. R/W

(GRASS)

12" WL

FL(15"CMP)=739.19'

STR. MH18

FL(15"CMP)=739.10'

FL(15"CMP)=739.42'

N01°11'42"W

5.42'(N83°42'18"E)

30' (GRAVEL)

24.75'

ABANDON EXISTING WATERLINE IN PLACE. CUT AND PLUG ENDS WITH CONCRETE

STA. 52+00

53+00

54+00

55+00

S. 9TH ST.

BORE 131 LF 24" STEEL CASING

COX

FO

OHE

SPRINT

FL(24"RCP)=737.55'

STR. IN32

(PER COX ATLAS)

669'-0 3/4"

PROPOSED 12" PVC WATERLINE

TOP NUT=734.74'

12" WL (PER ATLAS)

(GRASS)

SSMH (CONC)
TOP RIM=736.42'
FL-N(8"PVC)=733.17'
FL-S(8"PVC)=733.68'

301.12' S01°17'42"E

10'-10"

5'-11"

8'-0"

19'-4"

TOP OF CUT/
TOE OF SLOPE

PRES. R/W

BM 9

20' UTILITY EASEMENT

70.3'

FL(24"RCP)=737.95'

STR. C005

SSMH (CONC)
TOP RIM=744.03'
FL-E(8"PVC)=734.42'
FL-S(8"PVC)=734.14'
FL-W(8"PVC)=733.95'

5'-6"

STA. 54+98.17
N=387245.73
E=2624916.59
INSTALL
2-12" 45° VERT. BENDS, REST.

M.K.&T. RAILROAD

17.5' UTILITY EASEMENT

TOP OF CUT/
TOE OF SLOPE

(GRASS)

STR. IN31

FL(15"CMP)=738.14'

FL(24"RCP)=738.28'

50'

PC 141+0.64

PI 141+40

PT 141+83.33

S. LYNN LANE ROAD E
(S. 177TH EAST AVE.) (9TH STREET)

TOP OF 24" CASING
ELEV=736.06

Possible waterline location

FL(18"CMP)=740.78'

FL(18"CMP)=741.01'

(GRASS)

(CONC.)

TOP NUT=741.12'

FL(15"RCP)=740.87'

CAP EXISTING TEE BRANCH TO EAST

STA. 56+20.38
N=387359.87
E=2624833.07
INSTALL
2-12" 45° BENDS, REST.*
1-12" SOLID SLEEVE, REST.

*ROTATE BENDS TO ACHIEVE VERTICAL OFFSET

BORE 76 L.F. 24" STEEL CASING

FL(21"HDPE)=739.99'

FL(21"HDPE)=739.56'

ABANDON EXISTING WATERLINE IN PLACE. CUT AND PLUG ENDS WITH CONCRETE

57+00

PI 143+21.53

STA. 58+00

TOP NUT=740.69'

7'-0"

17.5' UTILITY EASEMENT

DAPA PROPERTIES LLC
DOC#2017107023

LYNN LANE SOUTH BUSINESS PARK II

FL(18"HDPE)=742.81'

25' MUTUAL ACCESS EASEMENT

STA. 55+55.07
N=387302.61
E=2624915.31
INSTALL
1-12" 45° BEND, REST.

STA. 55+76.28
N=387317.94
E=2624929.97
INSTALL
1-12" 45° BEND, REST.

STA. 55+79.20
N=387320.85
E=2624929.89
INSTALL
1-1" SERVICE TAP
1-WATER METER BOX
8 LF 1" SERVICE LINE
RESET 1" WATER METER

STA. 56+08.51
N=387350.16
E=2624929.24
1-12"X12"X12" TEE, REST.
2-12" 45° VERT. BENDS, REST
1-12" GATE VALVE, REST.
1-VALVE BOX
105 LF 12" PVC WL, REST.

STA. 56+21.66
N=387363.31
E=2624928.93
INSTALL
1- 1-1/2" SERVICE TAP
1-WATER METER BOX
8 LF 1-1/2" SERVICE LINE
RESET 1-1/2" WATER METER

STA. 57+08.80
N=387450.43
E=2624926.97
INSTALL
1-12"X12"X6" TEE, REST.
1-12" GATE VALVE, REST.
1-6" GATE VALVE, REST.
1-3-WAY FHYD, REST.
2-VALVE BOX

WARNING:

OVERHEAD AND UNDERGROUND UTILITIES IN PROJECT VICINITY

SURVEY CONTROL						
POINT	NORTHING	EASTING	ELEV.	DESCRIPTION	STATION	OFFSET
BM#9	386982.5815	2624955.0683	738.24	1/2" REBAR W/ BM CAP	138+30.12	74.52' RT

755 750 745 740 735 730 725 720

EXISTING GRADE

PROPOSED GRADE

STA. 54+57.09
PROPOSED 54"
STORM SEWER
FL=738.48

STA. 54+81.32
PROPOSED 30"
STORM SEWER
FL=738.50

STA. 55+03.52
EXISTING 8"
SANITARY SEWER
FL=733.89

2' MIN. CLEARANCE

2' MIN. CLEARANCE

2' MIN. CLEARANCE

BORE
131 LF 24" STEEL CASING

RESTRAINED JOINTS

+63

+97

+29

45

45

TYPE A AGGREGATE BASE COMPACTED TO 98% MODIFIED PROCTOR DENSITY.

TYPE A AGGREGATE BASE COMPACTED TO 98% MODIFIED PROCTOR DENSITY.

PROPOSED GRADE

PROPOSED 12" PVC WATERLINE

52+00 53+00 54+00 55+00 56+00 57+00 58+00

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

DATE	REVISIONS

$$USER$$ $$DATE$$ $$TIME$$
$$XDRIVE$$:$$XPSPACE$$\$$WORKSPACE$$
$$FILE$$

CITY OF BROKEN ARROW
Where opportunity lives

GARVER
6100 SOUTH YALE AVE.
SUITE 1300
TULSA, OKLAHOMA 74136
918-250-5922 (PHONE)
918-858-0107 (FAX)

W S N E
0 20 40 60

9TH ST. WIDENING
WASHINGTON ST. TO HOUSTON ST.

PLAN AND PROFILE
WATERLINE '4'
(SHEET 6 OF 8)

SCALE:				
HORZ. 20	DESIGN	DATE	DRAFTED	DATE
	NER	01/2021	MAM	01/2021
VERT. 5	REVIEWED	DATE	APPROVED	DATE
	CML	01/2021	CML	01/2021
DRAWING NAME: PLAN & PROFILE	SHEET 79 OF 138		PROJECT NO. ST2027	

PIPELINE CROSSING AGREEMENT

Mile Post: 292.52, Tulsa Subdivision
Location: Broken Arrow, Tulsa County, Oklahoma

THIS AGREEMENT ("Agreement") is made and entered into as of March 2, 2026, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF BROKEN ARROW**, an Oklahoma Municipal Corporation to be addressed at 485 N. Poplar Avenue, Broken Arrow, Oklahoma 74012 ("Licensee").

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

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one underground 12-inch plastic (PVC) pipeline for transporting and conveying potable water encased in 24-inch steel pipe only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Broken Arrow, Tulsa County, State of Oklahoma ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated February 4, 2026, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one underground 12-inch plastic (PVC) pipeline for transporting and conveying potable water encased in 24-inch steel pipe, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Nine Thousand Eight Hundred Dollars **($9,800.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

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

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B.**

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0808141)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF BROKEN ARROW
485 N. Poplar Avenue
Broken Arrow, Oklahoma 74012

Article 12. SPECIAL PROVISONS - ABANDONMENT.

The abandonment of the existing pipeline shall be completed following the Guidelines for Abandonment and Removal of Subsurface Structures on Union Pacific Railroad Right of Way, marked as Exhibit D, attached hereto and hereby made a part hereof.

Article 13. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

[Signature Page Follows]

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

UNION PACIFIC RAILROAD COMPANY

By: _____

Erica J Lewis
Sr Analyst Real Estate - Contracts

CITY OF BROKEN ARROW
A Municipal Corporation

By: _____

Michael L. Spurgeon
City Manager

Attest: _____

City Clerk [Seal]

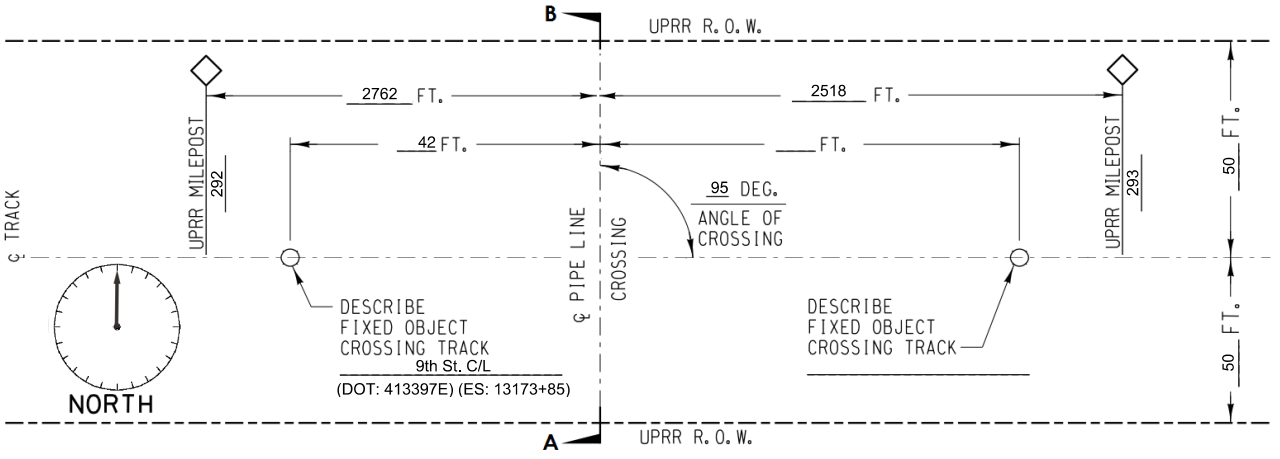
Date: _____

Approved as to form:

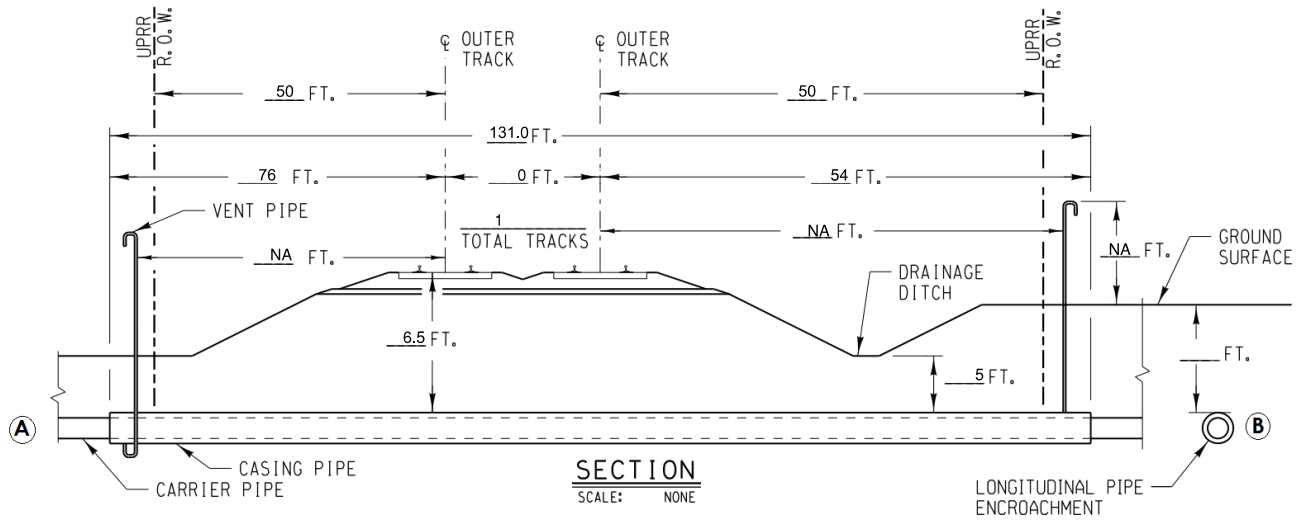
D. Graham Parker 3/11/2026
_____
Assistant City Attorney

NON-FLAMMABLE LIQUID PIPELINE

☑ CROSSING
☐ ENCROACHMENT
☐ BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

A) METHOD OF INSTALLATION BORED AND JACKED
B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____.
C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
D) CARRIER MATERIAL PLASTIC (PVC). IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED POTABLE WATER.
OPERATIONAL PRESSURE 60 PSI. MAOP 85 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 0.943" / DR-14. DIAMETER 12 IN.
CATHODIC/COATING PROTECTION NO
E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 131 FT.
WALL THICKNESS 0.375 IN. DIAMETER 24 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS OPEN AT THE ENDS.
F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
75.7 AND 54.2.

BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Tulsa Sub.	
TRACK TYPE: MAINLINE	
M.P.: 292.52	LAT.: 36.04305556
E.S.M.: 13174+27	LONG.: -95.77972222
NEAREST CITY: BROKEN ARROW	COUNTY: TULSA / STATE: OK
APPLICANT: CITY OF BROKEN ARROW	
FILE NO.: 0808141	DATE: 02/04/2026

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

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

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.

2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;

2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;

4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;

5. Right(s) or interest(s) granted pursuant to this Agreement;

6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and

8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B)**, accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance**. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

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

B. **Business Automobile Coverage Insurance**. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance**. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

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

D. **Environmental Liability Insurance**. Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance**. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

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

Other Requirements

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

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

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

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

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

City of Broken Arrow

Request for Action

File #: 26-407, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:

Acceptance of a Utility Easement for Parcel 26.0, consisting of 2,168.92 square feet of utility easement located at 9645 South 193rd East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from Mary L. McCullah and Lisa Simpson, and authorization of payment in the amount of $4,600.00 for the County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcel 26.0 (Project No. 2154250)

Background:
The attached Utility Easement is being conveyed to the City of Broken Arrow, a municipal corporation, from Mary L. McCullah and Lisa Simpson, the owner. Parcel 26.0 consists of 2,168.92 square feet of utility easement located at 9645 South 193rd East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma. Mary L. McCullah and Lisa Simpson have accepted the following offer, made subject to City Council approval:

Permanent Utility Easement: 0.05 Acres @ $72,000/Acre x 75% = $2,700
Permanent Easement Improvements: Mature Trees 4 x $475 = $1,900

Total Just Compensation Amount (Rounded) = $4,600

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 March 24, 2026 City Council Claims List.

Cost: $4,600.00

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: Utility Easement
Acceptance Letter
Conditions and Request for Payment
Affidavit

Recommendation:
Accept the Utility Easement.

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

January 22, 2026

Mary L. McCullah and Lisa Simpson
1423 W Toledo St.
Broken Arrow, OK 74012

RE: COUNTY LINE TRUNK SEWER PHASE IIB – SANITARY SEWER IMPROVEMENTS PROJECT: 2154250 PARCEL NO. 26.0

PROPERTY LOCATION: 9645 SOUTH 193rd EAST AVENUE, BROKEN ARROW, OK 74014

Ms. McCullah and Ms. Simpson:

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 Utility Easement: 0.05 Acres @ $72,000/Acre x 75% = $2,700
Permanent Easement Improvements: Mature Trees 4 x $475 = $1,900

Total Just Compensation Amount (Rounded) = $4,600

By your signature on this letter, you have accepted the City's offer of $4,600.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 918-259-7000 ext. 5278

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

for Kenneth D. Schwab
Michael L. Spurgeon
City Manager

MLS/ao

Mary L. McCullah by Lisa Simpson attorney-in-fact
Mary L. McCullah

PLEASE SIGN HERE

Lisa Simpson

Date: 3-12-26

AFFIDAVIT

The undersigned, of lawful age, being first duly sworn on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

Mary L. McCullah, by Lisa Simpson as her Attorney-in-Fact

Mary L. McCullah

Lisa Simpson

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of March, 2026, personally appeared Mary L. McCullah, by Lisa Simpson, her Attorney-in-Fact and LISA SIMPSON, to me known to be the identical person(s) who executed the within and foregoing instrument in writing 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 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

Well house is to be avoided, per plans.
If trees can be safely preserved, please avoid them.

Terms for Payment:

Owner's request for payment in the amount of: $4,600.00

Owner's Mailing Address: 1423 W. Toledo St. Broken Arrow, OK 74012

Owner Requests Check:

- [x] Mailed to above address
- [ ] Mailed to above address by Certified Mail
- [ ] Call me and I will pick it up
- [ ] Delivered by Agent

Check Payable to: Mary L. McCullah and Lisa Simpson

Signature/Date:

Owner/s: Mary L. McCullah by Lisa Simpson her attorney-in-fact Date: 3-12-26

Owner/s: Lisa Simpson Date: 3-12-26

Agent: Date: 3-13-2026

Project: 2154250 County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements Parcel 26.0

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **MARY L. MCCULLAH and LISA SIMPSON**, the owner(s), of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar ($1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the **CITY OF BROKEN ARROW**, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in WAGONER County, State of Oklahoma to wit:

SEE EXHIBIT "A"

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted, the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 12th day of March, 2026.

Mary L. McCullah, by Lisa Simpson as her Attorney-in-Fact

Mary L. McCullah, by Lisa Simpson as her attorney-in-fact
Mary L. McCullah

Lisa Simpson

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 12th day of March, 2026, personally appeared Mary L. McCullah, by Lisa Simpson, her Attorney-in-Fact and LISA SIMPSON, 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

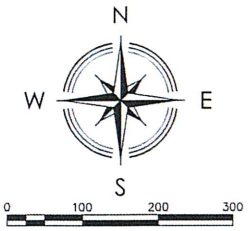
Attest:

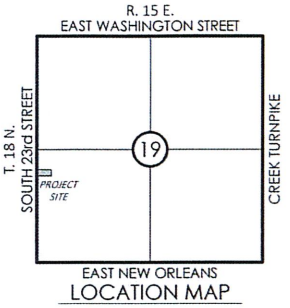
City Clerk

Engineer: ELR Date: 3/12/26
Project: 2154250 County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements
Parcel 26.0

EXHIBIT "A"
PERMANENT EASEMENT

OWNER:
Mary L. McCullah and Lisa Simpson
PROPERTY ID:
730005681
PROPERTY ADDRESS:
9645 S. 193rd E. AVE.
STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)



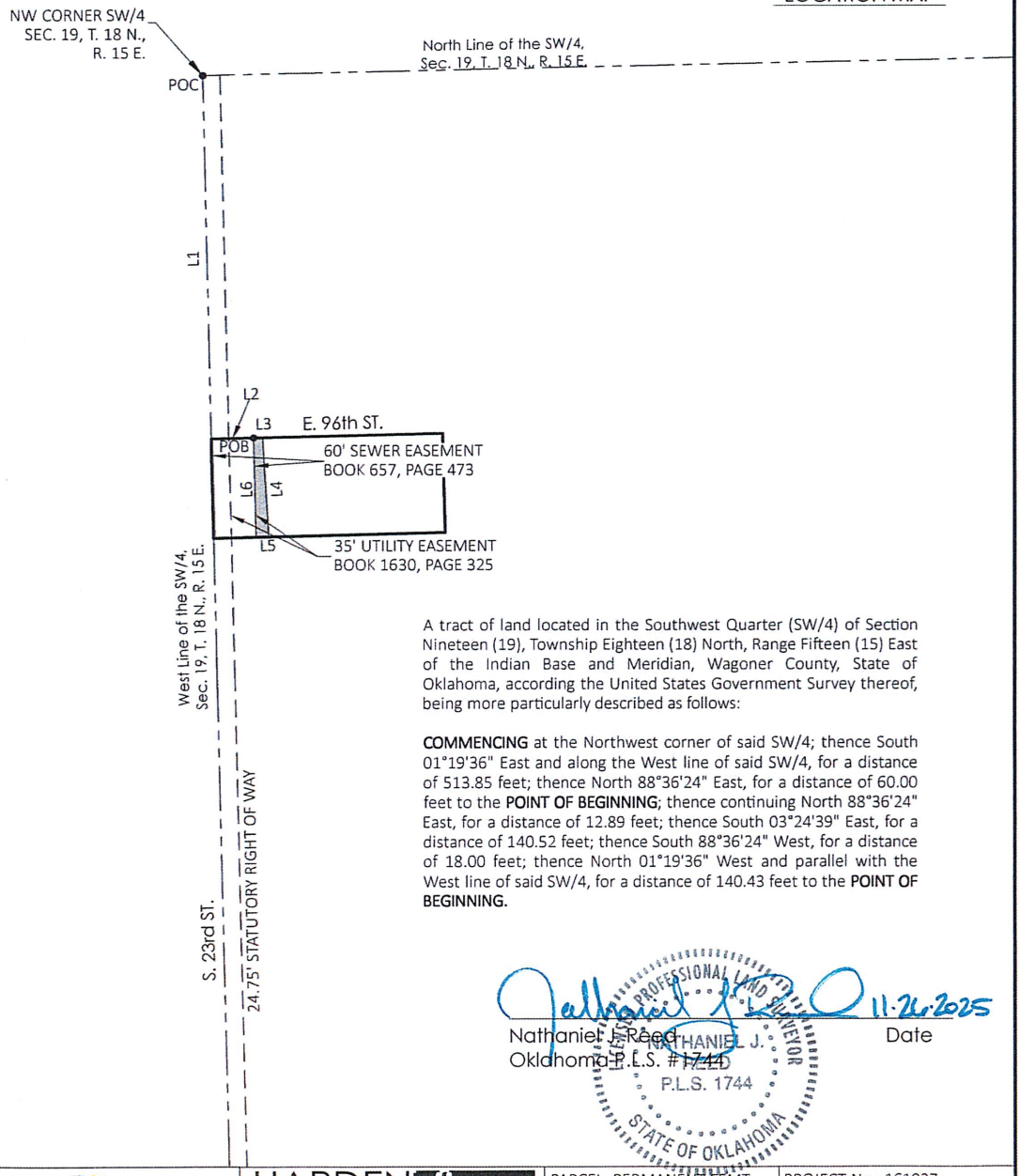


LOCATION MAP

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
Permanent Easement
2,168.92 s.f. or 0.05 acres, more or less

LINE	BEARING	DISTANCE
L1	S 01°19'36" E	513.85'
L2	N 88°36'24" E	60.00'
L3	N 88°36'24" E	12.89'
L4	S 03°24'39" E	140.52'
L5	S 88°36'24" W	18.00'
L6	N 01°19'36" W	140.43'



A tract of land located in the Southwest Quarter (SW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Northwest corner of said SW/4; thence South 01°19'36" East and along the West line of said SW/4, for a distance of 513.85 feet; thence North 88°36'24" East, for a distance of 60.00 feet to the **POINT OF BEGINNING**; thence continuing North 88°36'24" East, for a distance of 12.89 feet; thence South 03°24'39" East, for a distance of 140.52 feet; thence South 88°36'24" West, for a distance of 18.00 feet; thence North 01°19'36" West and parallel with the West line of said SW/4, for a distance of 140.43 feet to the **POINT OF BEGINNING.**

Nathaniel J. Reed
Oklahoma P.L.S. #1744

11.26.2025
Date

BROKEN ARROW
Where opportunity lives

HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, Tulsa, Oklahoma 74146
Certificate of Authorization No. 4656
(918) 234-4859 Office
(918) 893-5552 Fax
Expires June 30, 2023

PARCEL: PERMANENT ESMT.	PROJECT No.: 161027
DRAWING: PARCEL 26.0	DATE: OCT 2021
	DRAWN: JLN
	SCALE: 1:200'
	CHECKED: NJR
REVISION: NOV 2025	SHEET NO.: 1 OF 1

City of Broken Arrow

Request for Action

File #: 26-409, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Approval of and authorization to renew the Blue Zoo subscription

Background:
Blue Zoo Analytics provides advanced, privacy-compliant visitor analytics that allow us to accurately measure foot traffic patterns across our events and parks. Unlike traditional counters or manual reporting, Blue Zoo uses passive, anonymized signal detection to deliver real-time insights into how customers move through our spaces, how long they stay, and which areas receive the most engagement.

Cost: $8553.60

Funding Source: IT Maintenance budget

Requested By: Scott Carr, Director IT

Approved By: City Manager's Office

Attachments: Attached

Recommendation:
Approve and authorize to renew to renew the Blue Zoo subscription

BLUEZOO CUSTOMER AGREEMENT ORDER FORM

Company Address	325 Sharon Park Drive, Suite 940 Menlo Park, California 94025 United States VAT ID: DE362692314
Created Date	2/23/2026
Expiration Date	2/28/2026
Number	00001956
Prepared By	Frederic Renard
Phone	+1650-605-5177
Email	frederic.renard@bluezoo.io
Bill To Name	City of Broken Arrow
Bill To	ATTN: ACCOUNTS PAYABLE P.O. BOX 610 Broken Arrow, Oklahoma 74013-0610 United States
Ship To Name	City of Broken Arrow
Ship To	ATTN: PURCHASING 1700 W DETROIT ST Broken Arrow, Oklahoma 74012 United States

Product Code	Product	List Price	Quantity	Sales Price	Total Price
BF-SUB-COUNT3-PT-1Y	Count - 1-year Platinum subscription	USD 360.00	12.00	USD 324.00	USD 3,888.00
BF-SUB-ANALYZE-PT-1Y	Analyze - 1-year Platinum subscription	USD 360.00	12.00	USD 324.00	USD 3,888.00
BF-SUB-FLOW-PT-1Y	Flow - 1-year Platinum subscription	USD 216.00	4.00	USD 194.40	USD 777.60

Payment Terms	Net 30	Subtotal	USD 8,553.60
Description	Subscription anniversary date: March 31, 2026	Total Price	USD 8,553.60
		Grand Total	USD 8,553.60

Signature:

Name:

Title:

Date:

This BlueZoo Customer Agreement ("**the Agreement**") consists of this BlueZoo Customer Agreement Order Form("**the Order Form**") and the Terms and Conditions available at www.bluezoo.io/terms , entered into by and between BlueZoo, Inc. ("**BlueZoo**"), and the customer identified above ("**the Customer**"), as of the dated signature shown on this Order Form ("**the Effective Date**").

THE SIGNATURE ON THIS ORDER FORM ACKNOWLEDGES THAT BOTH BLUEZOO AND THE CUSTOMER HAVE READ AND UNDERSTAND EACH OF THE PROVISIONS OF THIS AGREEMENT AND BOTH PARTIES AGREE TO BE BOUND BY THEM.

City of Broken Arrow

Request for Action

File #: 26-410, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Approval of and authorization to execute Amendment 3 to Agreement for Professional Consulting Services with Kimley-Horn and Associates, Inc. for Residential Streets Concrete Panel Replacement (Project Number 2352120)

Background:
Kimley Horn was contracted to provide design services for four residential rehabilitation concrete panel replacements projects within the city in May of 2023.

As these projects have been constructed, some of the projects have required more construction assistance than typically anticipated resulting in the consultant using all of the funding set aside for that purpose.

This amendment will allocate funding for use on an as-needed basis, billed at the rates already established in the contract, to provide additional design and construction assistance through the completion of the remaining projects.

Cost: $10,000

Funding Source: 2018 GO Bond Proposition 1

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

Approved By: City Manager's Office

Attachments: Amendment 3 to Agreement for Professional Consulting Services

Recommendation:
Approve and authorize execution of Amendment 3 to Agreement for Professional Consulting Services with Kimley-Horn and Associates, Inc. for Residential Streets Concrete Panel Replacement (Project Number 2352120)

AMENDMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.

PROJECT NAME: RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT NO. 2352120

THIS **AMENDMENT NO. 3**, made and entered into this _____ day of _____ 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Kimley-Horn and Associates, Inc., hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated May 3rd, 2023 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to prepare construction documents for bidding purposes for the construction of Residential Streets Concrete Panel Replacement in the Vandever East 6th Addition (Project No. ST23060), Turtle Creek Phase 2 (Project No. ST23030), Brentwood (Project No. ST23300), and Meadow Heights (Project No. ST23310) subdivisions in Broken Arrow, OK.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include partial panel replacements, sawcutting integral curb, and additional cost-saving measures to complete concrete repairs to the specified locations.

WHEREAS, the ORIGINAL AGREEMENT and Amendment No. 1 through No. 3 shall hereinafter collectively be referred to as the "Agreement"; and

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

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

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

(REMAINDER OF PAGE INTENTIONALLY BLANK)

1. **PROJECT SCOPE.**
This Amendment requires ENGINEER to provide additional services for the Assistance During Bidding Phase including answering technical questions, attending pre-bid meetings, preparing addenda and addenda plan sheets, reviewing material submittals, and attending meetings as requested.

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

Original Contract Amount executed May 3, 2023	$83,000
Amendment No. 1	$40,900
Amendment No. 2	$7,000
Amendment No. 3	$10,000
Revised Total Contract Amount	$140,900

3. **EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**
This Amendment No. 3 is effective upon signature of both parties.

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

(REMAINDER OF PAGE INTENTIONALLY BLANK)

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

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

Kimley-Horn and Associates, Inc.

By: Scott Arnold
Scott Arnold, Senior Associate

Date: 3/12/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Jeremy P. Stahle
Jeremy Stahle, Assistant Secretary

Date: 3/12/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of TEXAS)
) §
County of TARRANT)

Before me, a Notary Public, on this 12 day of MARCH, 2026, personally appeared Scott Arnold, known to be Senior Associate of Kimley-Horn and Associates, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

5/16/2026

Vicky Brewer
Notary Public

VICKY BREWER
Notary Public, State of Texas
Comm. Expires 05-16-2026
Notary ID 129821969

City of Broken Arrow

Request for Action

File #: 26-412, **Version:** 1

Broken Arrow City Council
Meeting of: 03/24/2026

Title:
Ratification of the Claims List Check Register Dated March 16, 2026

Background:
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from February 24, 2026 through March 16, 2026 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of $7,698,295.41for the various funds.

Governmental Funds	$4,015,366.82
BAMA	$3,680,458.59
BAEDA	$ 2,470.00
Total	$7,698,295.41

A summary by funds and detail are attached.

Cost: $4,015,366.82

Funding Source: General Fund and Miscellaneous Funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated March 16, 2026

Recommendation:..recommend
Ratify Claims List Check Register dated 03/16/2026

City of Broken Arrow
Check Register by Fund

RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	410,057.03	1,230
220	BA MUNICIPAL AUTHORITY	3,680,458.59	1,479
221	BAMA SALES TAX DEBT SERVICE	1,040,813.40	13
227	CVB-HOTEL MOTEL	26,135.00	66
329	VEHICLE REPLACEMENT FUND	233,671.95	11
330	SALES TAX CAPITAL IMPROVEMENT	592,162.29	32
332	PARK & REC CAP IMPROV	520.00	1
336	E 911	1,071.84	1
341	ALCOHOL ENFORCEMENTS	744.00	1
342	STREET LIGHT FUND	51,023.79	17
343	STREET SALES TAX FUND	155,090.53	9
344	PS SALES TAX POLICE	245,326.10	536
345	PS SALES TAX FIRE	181,270.46	375
349	OPIOID SETTLEMENT FUND	47,586.26	2
592	2014 BOND ISSUE	155,976.09	3
593	2018 BOND ISSUE	573,554.05	32
660	WORKERS COMPENSATIONS	65,608.81	15
661	GROUP HEALTH AND LIFE	224,846.70	13
882	AGENCY FUND DEPOSITS	9,908.52	13
887	ECONOMIC DEVELOP AUTHORTY	2,470.00	2
Total		7,698,295.41	3,851

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/26/2026	336740	2471	DEBRA WIMPEE	MLG 02042026	OML LEGISLATIVE MEETING &	1101700 |550030|		2026/8	205.21
						Total For Check # 336740			**205.21**
02/26/2026	336749	2602	KONGCHENG MATTHEW HER	EMP 02072026	SEED/OILS KITS FOR DADDY	1106002 |560330|		2026/8	47.95
						Total For Check # 336749			**47.95**
02/26/2026	336750	1055	LORI HILL	PDR 03132026	PER DIEM NLC CONFERENCE MARCH	1101300 |550030|		2026/8	312.80
						Total For Check # 336750			**312.80**
02/26/2026	336751	4706	MIKE GODEFRIN	PDR 03132026	PER DIEM- CS ENGAGE-NATIONAL	1101310 |550030|		2026/8	312.80
						Total For Check # 336751			**312.80**
02/26/2026	336756	999900	OTP - AR REFUNDS	PDR 03132026 OCHOA	PER DIEM NLC CONFERENCE MARCH	1101700 |550030|		2026/8	312.80
						Total For Check # 336756			**312.80**
02/26/2026	336758			PDR 03132026	PER DIEM NLC CONFERENCE MARCH	1101700 |550030|		2026/8	312.80
						Total For Check # 336758			**312.80**
02/26/2026	336760			PDR 03132026	PER DIEM NLC CONFERENCE MARCH	1101700 |550030|		2026/8	312.80
						Total For Check # 336760			**312.80**
02/26/2026	336761			PDR 03132026	PER DIEM NLC CONFERENCE MARCH	1101700 |550030|		2026/8	312.80
						Total For Check # 336761			**312.80**
02/26/2026	336765			PDR 03132026 HENRY	PER DIEM NLC CONFERENCE MARCH	1101700 |550030|		2026/8	312.80
						Total For Check # 336765			**312.80**
02/26/2026	336766			PDR 03132026 HILL	PER DIEM NLC CONFERENCE MARCH	1101700 |550030|		2026/8	312.80
						Total For Check # 336766			**312.80**
02/26/2026	336767			PDR 03132026 OH	PER DIEM NLC CONFERENCE MARCH	1101700 |550030|		2026/8	312.80
						Total For Check # 336767			**312.80**
02/26/2026	336785	5647	ZACHARY WALDROUP	2026-4880484	REIMBURSEMENT FOR COURT FEES	1101010 |550280|		2026/8	248.39
						Total For Check # 336785			**248.39**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/26/2026	336787	5216	918 WRECKER SERVICE INC.	26-320039	26-320039 02/17/2026	1105300 |540200|		2026/8	160.00
						Total For Check #	**336787**		**160.00**
02/26/2026	336792	489	ADMIRAL EXPRESS LLC	209751-S	209751-S	1106002 |560030|		2026/8	72.40
				209756-S	209756-S	1106000 |560330|		2026/8	75.21
				209491-S	209491-S	1101800 |560030|		2026/8	170.72
				209561-S	209561-S	1101300 |560030|		2026/8	128.85
				209714-S	209714-S	1101800 |560030|		2026/8	92.72
				209778-S	209778-S	1101400 |560030|		2026/8	19.19
				209481-S	209481-S	1101010 |560030|		2026/8	76.55
				209740-S	209740-S	1105300 |560030|		2026/8	45.48
				209488-S	209488-S	1101102 |560030|		2026/8	155.96
				209562-S	209562-S	1101700 |560030|		2026/8	149.40
				209774-S	209774-S	1101315 |560030|		2026/8	30.86
						Total For Check #	**336792**		**1,017.34**
02/26/2026	336793	149	AMERICAN ELECTRIC	162-909-0-6 02162026	FY26 ANNUAL AGREEMENT - SINGLES	1101700 |550250|		2026/8	23.69
				041-990-0-6 02172026	FY26 ANNUAL AGREEMENT 950-041-990-	1106001 |550250|		2026/8	676.53
				624-103-0-9 02162026	FY26 ANNUAL AGREEMENT 951-183-137-	1106001 |550250|		2026/8	1,384.79
				784-327-0-0 02132026	FY26 ANNUAL AGREEMENT SINGLES	1105310 |550250|		2026/8	78.27
				539-598-0-7 02162026	FY26 ANNUAL AGREEMENT - SINGLES	1101700 |550250|		2026/8	23.58
				183-027-0-0 02162026	FY26 ANNUAL AGREEMENT - SINGLES	1105310 |550250|		2026/8	85.59
				390-007-0-2 02172026	FY26 ANNUAL AGREEMENT 956-390-007-	1106000 |550250|		2026/8	54.33
				260-576-0-1 02172026	FY26 ANNUAL AGREEMENT - 953-260-	1101700 |550250|		2026/8	76.25
				853-893-0-0 02162026	FY26 ANNUAL AGREEMENT - SINGLES	1101700 |550250|		2026/8	23.58
				716-079-0-6 02162026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/8	44.44
				683-103-0-8 02172026	FY26 ANNUAL AGREEMENT - SINGLES	1106005 |550250|		2026/8	203.44
						Total For Check #	**336793**		**2,674.49**
02/26/2026	336795	1241	ALL MAINTENANCE SUPPLY INC	00152167-01	Tissue Dispenser-for Bruce L./Building	1106000 |560180|		2026/8	55.95
						Total For Check #	**336795**		**55.95**
02/26/2026	336797	4935	AMAZON.COM SALES INC	1GKK-LLKY-LTXN	Recreation Supplies CPCC & RH	1106002 |560330|		2026/8	73.69
				1MV9-NCRK-9N6N	ITEM: PILOT Razor Point Fine Line Marker	1101400 |560030|		2026/8	110.22

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				1NJX-XKGK-F3K7	Office Supplies	1101102 |560030|		2026/8	48.29
				1NJX-XKGK-F3K7	Office Supplies	1101102 |560240|		2026/8	395.80
				1Y74-R76Q-CHRK	IT Supplies	1101200 |560030|		2026/8	88.96
				1Y74-R76Q-CHRK	IT Supplies	1101200 |560230|		2026/8	67.77
				1JW3-YLHP-H9GX	ITEM: Stackable Refrigerator Organizer	1101800 |560230|		2026/8	26.99
				17QW-V993-TNRF	ITEM FOR BRUCE	1106000 |560180|		2026/8	820.00
				1J9C-LTGL-NH4T	Bulb for Animal Care RH	1106002 |560330|		2026/8	44.99
				14JX-GHDJ-1HLF	Recreation Supplies CPCC & RH	1106002 |560330|		2026/8	-42.71
				13LK-99FT-F6JL	Recreation Supplies CPCC	1106002 |560330|		2026/8	256.83
				1VG6-GTQ7-V6CT	Office Supplies	1101102 |560230|		2026/8	107.35
				1F94-TG4C-4WPG	Bobrick San. Napkin Disposal- Bruce L.	1106000 |560180|		2026/8	137.48
						Total For Check #	**336797**		**2,135.66**
02/26/2026	336802	4846	APAC-CENTRAL, INC.	7002401480	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/8	86.70
				7002398382	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/8	955.68
				7002401471	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/8	125.99
				7002401499	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/8	434.53
						Total For Check #	**336802**		**1,602.90**
02/26/2026	336804	4601	ASSOC OF PUBLIC	32003	32003 FEB 25, 2026	1101800 |530110|		2026/8	495.00
						Total For Check #	**336804**		**495.00**
02/26/2026	336805	73	AT&T	105-3484 322 0201202	918-105-3484 322 4 FEB 1, 2026	1101700 |550220|		2026/8	30.00
						Total For Check #	**336805**		**30.00**
02/26/2026	336816	37	CINTAS CORPORATION	5319113612	BLANKET PO FOR ALL DEPARTMENT	1106002 |560230|		2026/8	27.38
				5319113608	BLANKET PO FOR ALL DEPARTMENT	1101102 |560230|		2026/8	76.45
				5318486102	BLANKET PO FOR ALL DEPARTMENT	1106000 |560230|		2026/8	2.50
				5318356806	BLANKET PO FOR ALL DEPARTMENT	1106002 |560230|		2026/8	64.80
				5319113607	BLANKET PO FOR ALL DEPARTMENT	1101400 |560230|		2026/8	199.14
				5319113607	BLANKET PO FOR ALL DEPARTMENT	1101700 |560230|		2026/8	129.30
				5317946103	BLANKET PO FOR ALL DEPARTMENT	1106000 |560230|		2026/8	244.07
						Total For Check #	**336816**		**743.64**
02/26/2026	336817	1391	CLEAN THE UNIFORM CO	52177716	52177716 02/06/2026	1106002 |540330|		2026/8	3.14

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				52178820	52178820 02/13/2026	1106002 |540330|		2026/8	33.17
				52178814	52178814 02/13/2026	1101415 |540310|		2026/8	49.01
				52176116	52176116 JAN 28, 2026	1106005 |540310|		2026/8	10.15
				52176116	52176116 JAN 28, 2026	1101700 |540330|		2026/8	9.79
				52177220	52177220 FEB 4, 2026	1106005 |540310|		2026/8	10.15
				52177220	52177220 FEB 4, 2026	1101700 |540330|		2026/8	24.49
				52179443	52179443 FEB 18, 2026	1106005 |540330|		2026/8	1.32
				52178331	52178331 02/11/2026	1106000 |540310|		2026/8	33.04
				52178331	52178331 02/11/2026	1106003 |540310|		2026/8	47.68
				52178819	52178819 02/13/2026	1106000 |540310|		2026/8	137.60
				52178819	52178819 02/13/2026	1106000 |540330|		2026/8	0.34
				52178327	52178327 02/11/2026	1106005 |540310|		2026/8	10.15
				52178327	52178327 02/11/2026	1101700 |540330|		2026/8	9.79
						Total For Check #	**336817**		**379.82**
02/26/2026	336818	474	CMRS-POC	FEBRUARY 2026	FEBRUARY 2026 US POTAL SERVICE	1101700 |550390|		2026/8	2,184.59
						Total For Check #	**336818**		**2,184.59**
02/26/2026	336819	5323	COLUMN SOFTWARE PBC	9B37CAF5-0101	9B37CAF5-0101 02/09/2026	1101410 |550050|		2026/8	149.40
				9B37CAF5-0102	9B37CAF5-0102 02/12/2026	1101410 |550050|		2026/8	291.94
						Total For Check #	**336819**		**441.34**
02/26/2026	336820	882	COX COMMUNICATIONS	076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	1101700 |550220|		2026/8	598.34
				076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	1105300 |550220|		2026/8	149.95
				076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	1106002 |550220|		2026/8	118.99
				076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	1101200 |550540|		2026/8	361.97
				076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	1101315 |550540|		2026/8	56.59
				076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	1101700 |550540|		2026/8	1,481.32
				076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	1105300 |550540|		2026/8	158.99
				076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	1105310 |550540|		2026/8	138.99
				076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	1106000 |550540|		2026/8	704.97
				076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	1106001 |550540|		2026/8	183.93
				076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	1106002 |550540|		2026/8	331.98
				076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	1106004 |550540|		2026/8	355.98
				076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	1106005 |550540|		2026/8	98.99

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				76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	1101700 |550220|		2026/8	598.06
				76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	1105300 |550220|		2026/8	149.95
				76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	1106002 |550220|		2026/8	118.99
				76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	1101200 |550540|		2026/8	361.97
				76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	1101315 |550540|		2026/8	56.59
				76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	1101700 |550540|		2026/8	1,467.00
				76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	1105300 |550540|		2026/8	158.99
				76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	1105310 |550540|		2026/8	138.99
				76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	1106000 |550540|		2026/8	704.97
				76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	1106001 |550540|		2026/8	183.93
				76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	1106002 |550540|		2026/8	331.98
				76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	1106004 |550540|		2026/8	355.98
				76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	1106005 |550540|		2026/8	98.99
						Total For Check #	**336820**		**9,467.38**
02/26/2026	336824	634	DELL MARKETING L.P.	10861709822	Dell UltraSharp 49 Curved Monitor -	1101415 |560240|		2026/8	1,015.00
						Total For Check #	**336824**		**1,015.00**
02/26/2026	336831	1231	AT&T MOBILITY LLC	344015076X02092026	287344015076X02172026 FEB 9, 2026	1101700 |550540|		2026/8	202.44
						Total For Check #	**336831**		**202.44**
02/26/2026	336837	355	G W VAN KEPPEL COMPANY	SWO156896-1	UNIT # 1900	1105300 |540200|		2026/8	4,721.22
						Total For Check #	**336837**		**4,721.22**
02/26/2026	336840	153	GELLCO UNIFORMS & SHOES	00306061	BLANKET PO FOR UNIFORMS/BOOTS	1105300 |560100|		2026/8	200.00
				00306214	BLANKET PO FOR UNIFORMS/BOOTS	1106000 |560100|		2026/8	179.99
						Total For Check #	**336840**		**379.99**
02/26/2026	336841	5430	TOR OK OPERATING, LLC	INVGD408503	Baseball dirt	1106000 |560270|		2026/8	275.00
						Total For Check #	**336841**		**275.00**
02/26/2026	336848	1244	GRANICUS, INC.	224351	224351 02/12/2026	1101800 |540550|		2026/8	1,502.01
						Total For Check #	**336848**		**1,502.01**
02/26/2026	336849	79	GREEN ACRE SOD FARMS	14283	BL;ANKET PO FOR BERMUDA SOD	1106000 |560700|		2026/8	95.00

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				14280	BL;ANKET PO FOR BERMUDA SOD	1106000 |560700|		2026/8	95.00
				14253	BL;ANKET PO FOR BERMUDA SOD	1106000 |560230|		2026/8	110.00
				14252	BL;ANKET PO FOR BERMUDA SOD	1106000 |560230|		2026/8	110.00
				14284	BL;ANKET PO FOR BERMUDA SOD	1106000 |560230|		2026/8	25.00
				14292	BL;ANKET PO FOR BERMUDA SOD	1106000 |560700|		2026/8	20.00
				14282	BL;ANKET PO FOR BERMUDA SOD	1106000 |560700|		2026/8	95.00
				14291	BL;ANKET PO FOR BERMUDA SOD	1106000 |560700|		2026/8	180.00
						Total For Check #	**336849**		**730.00**
02/26/2026	336854	5576	HIGH FIVE MEDIA GROUP LLC	44857	44857 JAN 20, 2026	1101310 |530870|		2026/8	329.00
						Total For Check #	**336854**		**329.00**
02/26/2026	336860	1560	JOHNNIE PARKS	MARCH 2026	CELL PHONE ALLOWANCE MARCH 2026	1101700 |550220|		2026/8	80.00
						Total For Check #	**336860**		**80.00**
02/26/2026	336861	5131	KEVIN BEHE	15644	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.34
				15644	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.99
				15644	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.96
				15644	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.67
				15644	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.91
				15644	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.48
				15601	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.35
				15601	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.99
				15601	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.95
				15601	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.67
				15601	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.91
				15601	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.48
				15557	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.34
				15557	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.99
				15557	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.96
				15557	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.67
				15557	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.91
				15557	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.48
				15592	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.31
				15592	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.59

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			15592	CITY COUNCIL 07/14/25	1105300 |540070|	2026/8	0.76
			15592	CITY COUNCIL 07/14/25	1106000 |540070|	2026/8	1.33
			15592	CITY COUNCIL 07/14/25	1106002 |540070|	2026/8	1.52
			15592	CITY COUNCIL 07/14/25	1106005 |540070|	2026/8	0.38
			15588	CITY COUNCIL 07/14/25	1101200 |540070|	2026/8	0.34
			15588	CITY COUNCIL 07/14/25	1101700 |540070|	2026/8	1.99
			15588	CITY COUNCIL 07/14/25	1105300 |540070|	2026/8	0.96
			15588	CITY COUNCIL 07/14/25	1106000 |540070|	2026/8	1.67
			15588	CITY COUNCIL 07/14/25	1106002 |540070|	2026/8	1.91
			15588	CITY COUNCIL 07/14/25	1106005 |540070|	2026/8	0.48
			15600	CITY COUNCIL 07/14/25	1101200 |540070|	2026/8	0.35
			15600	CITY COUNCIL 07/14/25	1101700 |540070|	2026/8	1.99
			15600	CITY COUNCIL 07/14/25	1105300 |540070|	2026/8	0.95
			15600	CITY COUNCIL 07/14/25	1106000 |540070|	2026/8	1.67
			15600	CITY COUNCIL 07/14/25	1106002 |540070|	2026/8	1.91
			15600	CITY COUNCIL 07/14/25	1106005 |540070|	2026/8	0.48
			15599	CITY COUNCIL 07/14/25	1101200 |540070|	2026/8	0.34
			15599	CITY COUNCIL 07/14/25	1101700 |540070|	2026/8	1.99
			15599	CITY COUNCIL 07/14/25	1105300 |540070|	2026/8	0.96
			15599	CITY COUNCIL 07/14/25	1106000 |540070|	2026/8	1.67
			15599	CITY COUNCIL 07/14/25	1106002 |540070|	2026/8	1.91
			15599	CITY COUNCIL 07/14/25	1106005 |540070|	2026/8	0.48
			15598	CITY COUNCIL 07/14/25	1101200 |540070|	2026/8	0.35
			15598	CITY COUNCIL 07/14/25	1101700 |540070|	2026/8	1.99
			15598	CITY COUNCIL 07/14/25	1105300 |540070|	2026/8	0.95
			15598	CITY COUNCIL 07/14/25	1106000 |540070|	2026/8	1.67
			15598	CITY COUNCIL 07/14/25	1106002 |540070|	2026/8	1.91
			15598	CITY COUNCIL 07/14/25	1106005 |540070|	2026/8	0.48
			15602	CITY COUNCIL 07/14/25	1101200 |540070|	2026/8	0.34
			15602	CITY COUNCIL 07/14/25	1101700 |540070|	2026/8	1.99
			15602	CITY COUNCIL 07/14/25	1105300 |540070|	2026/8	0.96
			15602	CITY COUNCIL 07/14/25	1106000 |540070|	2026/8	1.67
			15602	CITY COUNCIL 07/14/25	1106002 |540070|	2026/8	1.91
			15602	CITY COUNCIL 07/14/25	1106005 |540070|	2026/8	0.48
			15597	CITY COUNCIL 07/14/25	1101200 |540070|	2026/8	0.47

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			15597	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	2.58
			15597	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	1.24
			15597	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	2.17
			15597	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	2.48
			15597	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.62
			15596	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.48
			15596	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	2.58
			15596	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	1.24
			15596	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	2.17
			15596	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	2.48
			15596	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.62
			15595	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.34
			15595	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.99
			15595	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.96
			15595	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.67
			15595	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.91
			15595	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.48
			15594	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.30
			15594	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.59
			15594	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.76
			15594	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.33
			15594	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.52
			15594	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.38
			14988	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.30
			14988	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.59
			14988	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.76
			14988	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.33
			14988	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.52
			14988	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.38
			14992	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.30
			14992	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.59
			14992	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.76
			14992	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.33
			14992	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.52
			14992	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.38

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			14993	CITY COUNCIL 07/14/25	1101200 |540070|	2026/8	0.34
			14993	CITY COUNCIL 07/14/25	1101700 |540070|	2026/8	1.99
			14993	CITY COUNCIL 07/14/25	1105300 |540070|	2026/8	0.96
			14993	CITY COUNCIL 07/14/25	1106000 |540070|	2026/8	1.67
			14993	CITY COUNCIL 07/14/25	1106002 |540070|	2026/8	1.91
			14993	CITY COUNCIL 07/14/25	1106005 |540070|	2026/8	0.48
			14994	CITY COUNCIL 07/14/25	1101200 |540070|	2026/8	0.47
			14994	CITY COUNCIL 07/14/25	1101700 |540070|	2026/8	2.58
			14994	CITY COUNCIL 07/14/25	1105300 |540070|	2026/8	1.24
			14994	CITY COUNCIL 07/14/25	1106000 |540070|	2026/8	2.17
			14994	CITY COUNCIL 07/14/25	1106002 |540070|	2026/8	2.48
			14994	CITY COUNCIL 07/14/25	1106005 |540070|	2026/8	0.62
			14995	CITY COUNCIL 07/14/25	1101200 |540070|	2026/8	0.48
			14995	CITY COUNCIL 07/14/25	1101700 |540070|	2026/8	2.58
			14995	CITY COUNCIL 07/14/25	1105300 |540070|	2026/8	1.24
			14995	CITY COUNCIL 07/14/25	1106000 |540070|	2026/8	2.17
			14995	CITY COUNCIL 07/14/25	1106002 |540070|	2026/8	2.48
			14995	CITY COUNCIL 07/14/25	1106005 |540070|	2026/8	0.62
			14996	CITY COUNCIL 07/14/25	1101200 |540070|	2026/8	0.34
			14996	CITY COUNCIL 07/14/25	1101700 |540070|	2026/8	1.99
			14996	CITY COUNCIL 07/14/25	1105300 |540070|	2026/8	0.96
			14996	CITY COUNCIL 07/14/25	1106000 |540070|	2026/8	1.67
			14996	CITY COUNCIL 07/14/25	1106002 |540070|	2026/8	1.91
			14996	CITY COUNCIL 07/14/25	1106005 |540070|	2026/8	0.48
			14999	CITY COUNCIL 07/14/25	1101200 |540070|	2026/8	0.33
			14999	CITY COUNCIL 07/14/25	1101700 |540070|	2026/8	1.99
			14999	CITY COUNCIL 07/14/25	1105300 |540070|	2026/8	0.96
			14999	CITY COUNCIL 07/14/25	1106000 |540070|	2026/8	1.67
			14999	CITY COUNCIL 07/14/25	1106002 |540070|	2026/8	1.91
			14999	CITY COUNCIL 07/14/25	1106005 |540070|	2026/8	0.48
			15000	CITY COUNCIL 07/14/25	1101200 |540070|	2026/8	0.36
			15000	CITY COUNCIL 07/14/25	1101700 |540070|	2026/8	1.99
			15000	CITY COUNCIL 07/14/25	1105300 |540070|	2026/8	0.95
			15000	CITY COUNCIL 07/14/25	1106000 |540070|	2026/8	1.67
			15000	CITY COUNCIL 07/14/25	1106002 |540070|	2026/8	1.91

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			15000	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.48
			15050	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.22
			15050	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.19
			15050	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.57
			15050	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.00
			15050	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.14
			15050	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.29
			15052	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.30
			15052	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.59
			15052	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.76
			15052	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.33
			15052	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.52
			15052	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.38
			15160	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.22
			15160	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.19
			15160	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.57
			15160	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.00
			15160	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.14
			15160	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.29
			15190	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.34
			15190	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.99
			15190	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.96
			15190	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.67
			15190	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.91
			15190	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.48
			15240	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.30
			15240	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.59
			15240	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.76
			15240	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.34
			15240	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.52
			15240	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.38
			15261	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.34
			15261	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.99
			15261	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.96
			15261	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.67

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				15261	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.91
				15261	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.48
				15267	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.47
				15267	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	2.58
				15267	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	1.24
				15267	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	2.17
				15267	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	2.48
				15267	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.62
						Total For Check #	**336861**		**202.19**
02/26/2026	336865	4380	LOCK-DOC INC	021026-21	Access Control - Sign Shop building	1105315 |540070|		2026/8	1,061.67
						Total For Check #	**336865**		**1,061.67**
02/26/2026	336866	131	LOCKE SUPPLY COMPANY	57574997-00	BLANKET PO FOR PLUMBING &	1105310 |560230|		2026/8	415.19
				57558539-00	BLANKET PO FOR PLUMBING &	1105310 |560230|		2026/8	67.24
				57619570-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/8	19.79
				57618147-00	BLANKET PO FOR PLUMBING &	1105300 |560180|		2026/8	9.87
						Total For Check #	**336866**		**512.09**
02/26/2026	336878	25	NAPA AUTO PARTS	023645	AVL101	1106000 |560200|		2026/8	21.33
				023651	27100	1105300 |560200|		2026/8	6.43
				023656	ATFBULK	1106000 |560210|		2026/8	8.64
				023658	MTP65HD	1101700 |560200|		2026/8	155.20
				023659	2505041	1105300 |560200|		2026/8	2,173.63
				023659		1105300 |560200|		2026/8	145.63
				023669	519332	1105300 |560200|		2026/8	235.56
				023676	570000207	1105300 |560200|		2026/8	18.40
				23682	7060	1101415 |560200|		2026/8	4.25
				23682	2725	1101415 |560200|		2026/8	15.92
				23682	115	1101415 |560210|		2026/8	15.50
				23682	5W20BULK	1101415 |560210|		2026/8	23.66
				23683	502	1101415 |560200|		2026/8	45.44
				23686	1366	1105300 |560210|		2026/8	6.43
				23687	MC23PF	1101400 |560200|		2026/8	571.98
				23688	75530	1105300 |560210|		2026/8	9.82

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				23688	RTU1EXT	1105300 |560210|		2026/8	8.61
				23690	6449	1106000 |560200|		2026/8	13.16
				23690	122319	1106000 |560210|		2026/8	14.28
				23691	31MHD	1105300 |560200|		2026/8	415.59
				23692	519489	1105300 |560200|		2026/8	93.28
				23693	1372	1106000 |560200|		2026/8	4.25
				23693	230266	1106000 |560200|		2026/8	10.91
				23693	200906	1106000 |560200|		2026/8	18.53
				23693	MTP65HD	1106000 |560200|		2026/8	155.20
				23693	115	1106000 |560210|		2026/8	15.50
				23693	5W30BULK	1106000 |560210|		2026/8	29.40
				23693	2413	1106000 |560230|		2026/8	6.34
				23698	7060	1105300 |560200|		2026/8	4.25
				23698	5W20BULK	1105300 |560210|		2026/8	20.28
				23701	NP22	1106000 |560200|		2026/8	8.16
				23705	HC3Z1A189F	1106000 |560190|		2026/8	74.33
				23706	786144	1101415 |560200|		2026/8	7.98
				23714	1151226	1105300 |560200|		2026/8	50.38
				23831	75501	1105300 |560210|		2026/8	96.04
				23833	75540	1106000 |560210|		2026/8	14.73
				23835	550045144	1105300 |560210|		2026/8	54.96
				23836	10088	1105300 |560210|		2026/8	8.96
				23837	519967	1105300 |560200|		2026/8	123.34
				23839	550045144	1105300 |560210|		2026/8	18.32
				23839	GAL10W30	1105300 |560210|		2026/8	126.10
				23842	550045144	1105300 |560210|		2026/8	-18.32
				23846	T11139	1105300 |560200|		2026/8	33.49
				23847	AHDWMPHDC1	1106000 |560230|		2026/8	7.84
				23848	789DEF	1101200 |560210|		2026/8	11.11
						Total For Check #	**336878**		**4,884.82**
02/26/2026	336879			023672	SW050	1106000 |560230|		2026/8	3.29
						Total For Check #	**336879**		**3.29**
02/26/2026	336884	98	OKLAHOMA NATURAL GAS CO	110093891 02132026	210105844 1100938 91 02/13/2026	1106001 |550240|		2026/8	373.80

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						Total For Check # 336884			**373.80**
02/26/2026	336887	1703	PEYDAY REALTY LLC	JAN 2026	REAL PROPERTY RENTAL OR LEASE	1101700 |540330|		2026/6	4,316.67
						Total For Check # 336887			**4,316.67**
02/26/2026	336892	1493	RED WING BRANDS OF	754ST1-3673324	BLANKET - SAFETY SHOES	1106000 |560100|		2026/8	200.00
				754ST1-3618792	BLANKET - SAFETY SHOES	1101200 |560100|		2026/8	155.79
						Total For Check # 336892			**355.79**
02/26/2026	336896	171	ROBINSON GLASS INC	3-117285	3-117285 02/12/2026	1101700 |540070|		2026/8	97.98
				3-117038	REPLACE WINDOW AT CAMINO VILLA-	1106000 |540070|		2026/8	453.00
						Total For Check # 336896			**550.98**
02/26/2026	336898	201	ROYAL PRINTING	67408	67408 02/17/2026	1101310 |560280|		2026/8	287.00
				67415	67415 02/17/2026	1105300 |560100|		2026/8	16.50
				67415	67415 02/17/2026	1105315 |560100|		2026/8	16.50
						Total For Check # 336898			**320.00**
02/26/2026	336902	5641	SECOND SPONSOR LLC	1014	INV# 1014	1101310 |560280|		2026/8	1,000.00
						Total For Check # 336902			**1,000.00**
02/26/2026	336904	335	SERVICE OKLAHOMA	L0368353240	L0368353240 FEB 19, 2026	1105315 |560230|		2026/8	53.90
						Total For Check # 336904			**53.90**
02/26/2026	336905	969	SHERWOOD CONSTRUCTION	297420	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/8	705.05
				297199	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/8	600.98
						Total For Check # 336905			**1,306.03**
02/26/2026	336906	2144	SITE ONE LANDSCAPE SUPPLY	162497790-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/8	82.98
				162496093-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/8	1.70
				162475462-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/8	56.53
				162437792-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/8	62.81
				162445387-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/8	65.34
				16242609-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/8	48.93
				162488159-001	BLANKET PO FOR IRRIGATION	1106000 |560230|		2026/8	19.32

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						Total For Check # 336906			**337.61**
02/26/2026	336909	1081	SOUTHERN AGRICULTURE	846313	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/8	5.96
						Total For Check # 336909			**5.96**
02/26/2026	336918	3496	TEAM PROFESSIONAL	140390	140390	1101102 |530020|		2026/8	1,415.00
						Total For Check # 336918			**1,415.00**
02/26/2026	336925	949	TULSA WINNELSON COMPANY	683817 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/8	117.64
				682335 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/8	194.71
						Total For Check # 336925			**312.35**
02/26/2026	336933	819	VANCE BROTHERS LLC	IT00010333	BLANKET PO FOR ROAD OIL SSI	1105300 |560800|		2026/8	174.25
						Total For Check # 336933			**174.25**
02/26/2026	336935	48	WARREN POWER &	PS100995014	PS100995014	1105300 |540200|		2026/8	975.04
						Total For Check # 336935			**975.04**
02/26/2026	336937	1095	WINDSTREAM HOLDINGS II LLC	100755590 02202026	FY26 ANNUAL 100755590 918-355-5028	1106002 |550220|		2026/8	43.05
				101118081 01212026	FY26 ANNUAL 101118081 918-449-9015	1106000 |550220|		2026/8	93.34
				101118081 02202026	FY26 ANNUAL 101118081 918-449-9015	1106000 |550220|		2026/8	90.71
						Total For Check # 336937			**227.10**
02/26/2026	336939	56	TULSA COUNTY ELECTION	02/26/2026	BOND - PRE ELECTION EXPENSE CLAIM	1101700 |530830|		2026/8	33,355.68
						Total For Check # 336939			**33,355.68**
03/12/2026	337143	183	CLEET	FEBRUARY 2026	TOWN & MUNICIPAL COURT REPORT	110 |449010|		2026/9	-11.45
						Total For Check # 337143			**-11.45**
03/12/2026	337144	1319	COMMUNITY CARE EAP	192183	Payroll Run 1 - Warrant 260227	110 |218560|		2026/8	224.70
						Total For Check # 337144			**224.70**
03/12/2026	337145	827	CONSTRUCTION INDUSTRIES	03022026	LICENSE RENEWAL	1101415 |530110|		2026/9	35.00
						Total For Check # 337145			**35.00**

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03/12/2026	337151	4558	KELLY COX	MLG 03052026	TRAVEL 03/05/2026	1101102 |550030|		2026/9	124.70
						Total For Check # 337151			**124.70**
03/12/2026	337153	159	PRE-PAID LEGAL SERVICES,	192180	Payroll Run 1 - Warrant 260227	110 |218100|		2026/8	593.98
						Total For Check # 337153			**593.98**
03/12/2026	337154	761	LISA FORD	T&A 02022026	T&A 02022026	1101700 |550030|		2026/9	410.22
						Total For Check # 337154			**410.22**
03/12/2026	337155	1857	MICHAEL SPURGEON	MLG 03032026	MILEAGE FOR MEETING W/SENATE	1101300 |550030|		2026/9	184.23
						Total For Check # 337155			**184.23**
03/12/2026	337157	104	OKLAHOMA MUNICIPAL	200009001	200009001 2026 SPR CONF	1101800 |530110|		2026/9	300.00
				200009001	200009001 2026 SPR CONF	1101800 |530850|		2026/9	50.00
						Total For Check # 337157			**350.00**
03/12/2026	337158	1344	OKLAHOMA UNIFORM BUILDING	FEBRUARY 2026	OUBCC FEES FOR FEB 2026 (PERMIT	110 |280300|		2026/9	1,796.00
						Total For Check # 337158			**1,796.00**
03/12/2026	337160	835	STATE OF OKLAHOMA	FEBRUARY 2026	MUNICIPAL COURT REPORT FOR	110 |449010|		2026/9	-81.19
						Total For Check # 337160			**-81.19**
03/12/2026	337161	999907	OTP - COURT REFUNDS	0000881	799284-1	110 |451020|		2026/9	176.67
						Total For Check # 337161			**176.67**
03/12/2026	337163			0000885	E906020-1	110 |451020|		2026/9	281.54
						Total For Check # 337163			**281.54**
03/12/2026	337164			0000886	810664-1	110 |451020|		2026/9	148.68
						Total For Check # 337164			**148.68**
03/12/2026	337165			0000887	859190-1	110 |451020|		2026/9	102.34
						Total For Check # 337165			**102.34**
03/12/2026	337166			0000883	808639-1	110 |451020|		2026/9	72.61

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						Total For Check # 337166			**72.61**
03/12/2026	337169	999905	OTP - TORT CLAIMS	TRT1779.2026	PROPERTY DAMAGE-POLICE	1101700 |550090|		2026/9	5,933.60
						Total For Check # 337169			**5,933.60**
03/12/2026	337170			TRT1786.2026	MVA W/ CITY EMPLOYEE-TRT1786.2026-	1101700 |550090|		2026/9	4,549.50
						Total For Check # 337170			**4,549.50**
03/12/2026	337173	1987	SURENCY LIFE & HEALTH INS.	192185	Payroll Run 1 - Warrant 260227	110 |218460|		2026/8	195.00
						Total For Check # 337173			**195.00**
03/12/2026	337179	4919	ADEMCO INC.	302621311	302621311 03/03/2026	1106000 |560240|		2026/9	194.62
						Total For Check # 337179			**194.62**
03/12/2026	337180	149	AMERICAN ELECTRIC	284-103-0-3 02272026	FY26 ANNUAL AGREEMENT 953-284-103-	1101200 |550250|		2026/9	137.08
				284-103-0-3 02272026	FY26 ANNUAL AGREEMENT 953-284-103-	1105315 |550250|		2026/9	105.58
				454-130-1-4 03022026	FY26 ANNUAL AGREEMENT 956-454-130-	1105310 |550250|		2026/9	266.99
				827-595-4-4 02272026	FY26 ANNUAL AGREEMENT 955-827-595-	1106002 |550250|		2026/9	4,565.59
				827-595-4-4 02272026	FY26 ANNUAL AGREEMENT 955-827-595-	1106000 |550460|		2026/9	2,057.32
				937-903-0-2 03032026	FY26 ANNUAL AGREEMENT 959-937-	1106000 |550250|		2026/9	5,656.52
				937-903-0-2 03032026	FY26 ANNUAL AGREEMENT 959-937-	1106000 |550400|		2026/9	1,625.28
				937-903-0-2 03032026	FY26 ANNUAL AGREEMENT 959-937-	1106000 |550410|		2026/9	2,499.50
				937-903-0-2 03032026	FY26 ANNUAL AGREEMENT 959-937-	1106000 |550420|		2026/9	3,656.49
				937-903-0-2 03032026	FY26 ANNUAL AGREEMENT 959-937-	1106000 |550430|		2026/9	980.03
				058-747-0-7 03022026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550410|		2026/9	227.80
				550-797-0-3 03022026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550410|		2026/9	164.66
				308-466-0-4 03022026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550400|		2026/9	74.17
						Total For Check # 337180			**22,017.01**
03/12/2026	337183	4940	ALPHA AWARDS AND	INV-2483	INV-2483 02/27/2026	1101700 |560230|		2026/9	50.00
						Total For Check # 337183			**50.00**
03/12/2026	337184	2451	ALTA LANGUAGE SERVICE INC	IS823743	IS823743 DEC 31, 2025	1101102 |530870|		2026/9	58.00
						Total For Check # 337184			**58.00**

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03/12/2026	337185	4935	AMAZON.COM SALES INC	1QDP-KNJV-DDLN	IT Supplies	1101200 |560030|		2026/9	207.20
				1W9M-HD6Q-F1QX	Recreation Supplies NPCC	1106002 |560330|		2026/9	9.99
				1YR3-LG34-K979	ITEM: Duracell Coppertop AA Batteries with	1101400 |560030|		2026/9	104.29
				119D-CV43-Y6T3	ITEM: Duracell Optimum AAA Batteries with	1101800 |560030|		2026/9	9.93
				1HHL-QFNV-D19D	VALVE REPAIR KIT FOR MTNC	1106000 |560230|		2026/9	55.99
						Total For Check #	**337185**		**387.40**
03/12/2026	337186	3840	AMERICAN EXPRESS	FEB 2026 STATEMENT	FEB 2026 STATEMENT-AMEX ONE AP	1101501 |540550|		2026/9	200.00
						Total For Check #	**337186**		**200.00**
03/12/2026	337189	661	ASSOCIATED PARTS & SUPPLY	321646	BLANKET PO FOR TRUCK WASHING	1106000 |560180|		2026/9	29.79
						Total For Check #	**337189**		**29.79**
03/12/2026	337190	885	ATWOOD DISTRIBUTING LP	3779	BLANKET PO SAFETY SHOES & MISC	1105300 |560230|		2026/9	56.97
				3776	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/9	3.49
				3778	BLANKET PO SAFETY SHOES & MISC	1105300 |560230|		2026/9	18.35
				3774	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/9	8.99
				3788	BLANKET PO SAFETY SHOES & MISC	1106000 |560240|		2026/9	359.99
				3787	BLANKET PO SAFETY SHOES & MISC	1106000 |560210|		2026/9	13.37
						Total For Check #	**337190**		**461.16**
03/12/2026	337196	4674	BOOT BARN INC	INV00574018	BLANKET PO - BOOT BARN	1105310 |560100|		2026/9	193.49
				INV00574081	BLANKET PO - BOOT BARN	1105315 |560100|		2026/9	200.00
				INV00574143	BLANKET PO - BOOT BARN	1105300 |560100|		2026/9	200.00
				INV00574141	BLANKET PO - BOOT BARN	1105300 |560100|		2026/9	184.49
				INV00574144	BLANKET PO - BOOT BARN	1101415 |560100|		2026/9	161.99
				INV00573969	BLANKET PO - BOOT BARN	1101415 |560100|		2026/9	134.99
				INV00574046	BLANKET PO - BOOT BARN	1101415 |560100|		2026/9	161.99
				INV00573967	BLANKET PO - BOOT BARN	1101415 |560100|		2026/9	143.99
				INV00574044	BLANKET PO - BOOT BARN	1101415 |560100|		2026/9	157.49
				INV00574083	BLANKET PO - BOOT BARN	1101415 |560100|		2026/9	148.49
				INV00574139	BLANKET PO - BOOT BARN	1101415 |560100|		2026/9	154.99
				INV00574060	BLANKET PO - BOOT BARN	1101415 |560100|		2026/9	145.78
				INV00574079	BLANKET PO - BOOT BARN	1101415 |560100|		2026/9	200.00
				INV00568218	BLANKET PO - BOOT BARN	1106000 |560100|		2026/9	166.49

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				INV00573971	BLANKET PO - BOOT BARN	1105300 |560100|		2026/9	200.00
				INV00573973	BLANKET PO - BOOT BARN	1105300 |560100|		2026/9	188.95
				INV00574056	BLANKET PO - BOOT BARN	1105300 |560100|		2026/9	200.00
				INV00574039	BLANKET PO - BOOT BARN	1105300 |560100|		2026/9	200.00
				INV00573976	BLANKET PO - BOOT BARN	1105300 |560100|		2026/9	197.99
				INV00573974	BLANKET PO - BOOT BARN	1105300 |560100|		2026/9	188.95
				INV00574068	BLANKET PO - BOOT BARN	1105300 |560100|		2026/9	193.49
				INV00574105	BLANKET PO - BOOT BARN	1105300 |560100|		2026/9	188.99
				INV00574140	BLANKET PO - BOOT BARN	1105300 |560100|		2026/9	170.99
				INV00574080	BLANKET PO - BOOT BARN	1105315 |560100|		2026/9	197.99
				INV00568217	BLANKET PO - BOOT BARN	1106003 |560100|		2026/9	200.00
				INV00568215	BLANKET PO - BOOT BARN	1106003 |560100|		2026/9	166.49
						Total For Check # 337196			**4,648.02**
03/12/2026	337198	1330	BRINK'S INCORPORATED	8382957	8382957 02/28/2026	1106002 |550280|		2026/9	385.57
				8382957	8382957 02/28/2026	1106002 |550280|		2026/9	385.57
				8382957	8382957 02/28/2026	1101700 |550280|		2026/9	1,324.10
						Total For Check # 337198			**2,095.24**
03/12/2026	337203	37	CINTAS CORPORATION	9361642268	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
						Total For Check # 337203			**99.00**
03/12/2026	337204	996	CITY OF BROKEN ARROW	189030	Payroll Run 1 - Warrant 260130	110 |218360|		2026/7	-50.00
				190662	Payroll Run 1 - Warrant 260213	110 |218180|		2026/8	522.50
				190662	Payroll Run 1 - Warrant 260213	110 |218360|		2026/8	3,921.18
				192182	Payroll Run 1 - Warrant 260227	110 |218180|		2026/8	522.50
				192182	Payroll Run 1 - Warrant 260227	110 |218360|		2026/8	3,779.52
						Total For Check # 337204			**8,695.70**
03/12/2026	337205	1391	CLEAN THE UNIFORM CO	52178815	52178815 FEB 13, 2026	1105310 |540310|		2026/9	130.98
				52178813	52178813 FEB 13, 2026	1105300 |540310|		2026/9	135.60
				52178813	52178813 FEB 13, 2026	1105315 |540310|		2026/9	19.57
				52177711	52177711 FEB 6, 2026	1105310 |540310|		2026/9	130.98
				52177709	52177709 FEB 6, 2026	1105300 |540310|		2026/9	135.60
				52177709	52177709 FEB 6, 2026	1105315 |540310|		2026/9	19.57

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				52176600	52176600 JAN 30, 2026	1105310 |540310|		2026/9	130.98
				52176598	52176598 JAN 30, 2026	1105300 |540310|		2026/9	135.60
				52176598	52176598 JAN 30, 2026	1105315 |540310|		2026/9	19.57
				52175508	52175508 JAN 23, 2026	1105310 |540310|		2026/9	130.98
				52175506	52175506 JAN 23, 2026	1105300 |540310|		2026/9	135.60
				52175506	52175506 JAN 23, 2026	1105315 |540310|		2026/9	19.57
				52179925	52179925 FEB 20, 2026	1106002 |540330|		2026/9	3.14
				52181020	52181020 02/27/2026	1106000 |540310|		2026/9	137.60
				52181020	52181020 02/27/2026	1106000 |540330|		2026/9	0.34
				52180537	52180537 02/25/2026	1106000 |540310|		2026/9	33.04
				52180537	52180537 02/25/2026	1106003 |540310|		2026/9	47.68
				52181636	52181636 03/04/2026	1106005 |540330|		2026/9	1.32
						Total For Check #	**337205**		**1,367.72**
03/12/2026	337206	5323	COLUMN SOFTWARE PBC	D1321F95-0004	D1321F95-0004 01/08/2026	1101700 |550050|		2026/9	271.73
				D1321F95-005	D1321F95-005 01/08/2026	1101700 |550050|		2026/9	1,214.10
				D1321F95-006	D1321F95-0006 01/08/2026	1101700 |550050|		2026/9	201.53
				D1321F95-0007	D1321F95-0007 02/04/2026	1101700 |550050|		2026/9	10.97
				D1321F95-008	D1321F95-0008 02/04/2026	1101700 |550050|		2026/9	12.35
						Total For Check #	**337206**		**1,710.68**
03/12/2026	337218	5430	TOR OK OPERATING, LLC	INVGD408476	Baseball dirt	1106000 |560270|		2026/9	275.00
						Total For Check #	**337218**		**275.00**
03/12/2026	337223	1244	GRANICUS, INC.	225191	225191 FEB 28, 2026	1101800 |540550|		2026/9	3,541.39
				225121	225121 FEB 28, 2026 LICENSING 4/3-	1101700 |540550|		2026/9	14,544.50
						Total For Check #	**337223**		**18,085.89**
03/12/2026	337224	79	GREEN ACRE SOD FARMS	14277	BL;ANKET PO FOR BERMUDA SOD	1106000 |540070|		2026/9	47.00
						Total For Check #	**337224**		**47.00**
03/12/2026	337228	5440	HHM FACILITY MANAGEMENT,	169637	CUSTODIAL BID# 25.161	1105300 |540070|		2026/9	36.11
				169637	CUSTODIAL BID# 25.161	1101700 |540280|		2026/9	53.22
				169637	CUSTODIAL BID# 25.161	1106002 |540280|		2026/9	87.75
				169636	CUSTODIAL BID# 25.161	1105300 |540070|		2026/9	21.06

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT YEAR/PERIOD	AMOUNT
			169636	CUSTODIAL BID# 25.161	1101700 |540280|	2026/9	31.05
			169636	CUSTODIAL BID# 25.161	1106002 |540280|	2026/9	51.19
			169635	CUSTODIAL BID# 25.161	1105300 |540070|	2026/9	4.89
			169635	CUSTODIAL BID# 25.161	1101700 |540280|	2026/9	7.21
			169635	CUSTODIAL BID# 25.161	1106002 |540280|	2026/9	11.88
			169645	CUSTODIAL BID# 25.161	1105300 |540070|	2026/9	112.83
			169645	CUSTODIAL BID# 25.161	1101700 |540280|	2026/9	166.32
			169645	CUSTODIAL BID# 25.161	1106002 |540280|	2026/9	274.21
			169644	CUSTODIAL BID# 25.161	1105300 |540070|	2026/9	13.16
			169644	CUSTODIAL BID# 25.161	1101700 |540280|	2026/9	19.41
			169644	CUSTODIAL BID# 25.161	1106002 |540280|	2026/9	31.99
			169643	CUSTODIAL BID# 25.161	1105300 |540070|	2026/9	56.42
			169643	CUSTODIAL BID# 25.161	1101700 |540280|	2026/9	83.15
			169643	CUSTODIAL BID# 25.161	1106002 |540280|	2026/9	137.11
			169642	CUSTODIAL BID# 25.161	1105300 |540070|	2026/9	15.04
			169642	CUSTODIAL BID# 25.161	1101700 |540280|	2026/9	22.18
			169642	CUSTODIAL BID# 25.161	1106002 |540280|	2026/9	36.56
			169641	CUSTODIAL BID# 25.161	1105300 |540070|	2026/9	9.03
			169641	CUSTODIAL BID# 25.161	1101700 |540280|	2026/9	13.31
			169641	CUSTODIAL BID# 25.161	1106002 |540280|	2026/9	21.94
			169640	CUSTODIAL BID# 25.161	1105300 |540070|	2026/9	186.18
			169640	CUSTODIAL BID# 25.161	1101700 |540280|	2026/9	274.44
			169640	CUSTODIAL BID# 25.161	1106002 |540280|	2026/9	452.45
			169639	CUSTODIAL BID# 25.161	1105300 |540070|	2026/9	47.01
			169639	CUSTODIAL BID# 25.161	1101700 |540280|	2026/9	69.32
			169639	CUSTODIAL BID# 25.161	1106002 |540280|	2026/9	114.25
			169638	CUSTODIAL BID# 25.161	1105300 |540070|	2026/9	37.61
			169638	CUSTODIAL BID# 25.161	1101700 |540280|	2026/9	55.45
			169638	CUSTODIAL BID# 25.161	1106002 |540280|	2026/9	91.40
			169634	CUSTODIAL BID# 25.161	1105300 |540070|	2026/9	52.66
			169634	CUSTODIAL BID# 25.161	1101700 |540280|	2026/9	77.61
			169634	CUSTODIAL BID# 25.161	1106002 |540280|	2026/9	127.97
			169633	CUSTODIAL BID# 25.161	1105300 |540070|	2026/9	60.18
			169633	CUSTODIAL BID# 25.161	1101700 |540280|	2026/9	88.70
			169633	CUSTODIAL BID# 25.161	1106002 |540280|	2026/9	146.25

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				169632	CUSTODIAL BID# 25.161	1105300 |540070|		2026/9	67.70
				169632	CUSTODIAL BID# 25.161	1101700 |540280|		2026/9	99.80
				169632	CUSTODIAL BID# 25.161	1106002 |540280|		2026/9	164.53
				169631	CUSTODIAL BID# 25.161	1105300 |540070|		2026/9	13.35
				169631	CUSTODIAL BID# 25.161	1101700 |540280|		2026/9	19.68
				169631	CUSTODIAL BID# 25.161	1106002 |540280|		2026/9	32.45
						Total For Check #	**337228**		**3,596.01**
03/12/2026	337232	1582	IMPERIAL LLC	04334319914	04334319914 FEB 24, 2026	1105300 |560230|		2026/9	20.95
						Total For Check #	**337232**		**20.95**
03/12/2026	337235	4736	DUSTIN MANLY	100001478	10001478 03/04/2026	1106001 |540070|		2026/9	2,422.00
						Total For Check #	**337235**		**2,422.00**
03/12/2026	337238	5131	KEVIN BEHE	15704	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.22
				15704	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	1.19
				15704	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	0.57
				15704	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	1.00
				15704	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	1.14
				15704	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.29
				15699	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.34
				15699	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	1.99
				15699	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	0.96
				15699	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	1.67
				15699	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	1.91
				15699	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.48
				15698	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.34
				15698	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	1.99
				15698	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	0.96
				15698	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	1.67
				15698	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	1.91
				15698	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.48
				15696	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.30
				15696	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	1.59
				15696	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	0.76

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT YEAR/PERIOD	AMOUNT
			15696	CITY COUNCIL 07/14/25	1106000 |540070|	2026/9	1.34
			15696	CITY COUNCIL 07/14/25	1106002 |540070|	2026/9	1.52
			15696	CITY COUNCIL 07/14/25	1106005 |540070|	2026/9	0.38
			15697	CITY COUNCIL 07/14/25	1101200 |540070|	2026/9	0.34
			15697	CITY COUNCIL 07/14/25	1101700 |540070|	2026/9	1.99
			15697	CITY COUNCIL 07/14/25	1105300 |540070|	2026/9	0.96
			15697	CITY COUNCIL 07/14/25	1106000 |540070|	2026/9	1.67
			15697	CITY COUNCIL 07/14/25	1106002 |540070|	2026/9	1.91
			15697	CITY COUNCIL 07/14/25	1106005 |540070|	2026/9	0.48
			15709	CITY COUNCIL 07/14/25	1101200 |540070|	2026/9	0.30
			15709	CITY COUNCIL 07/14/25	1101700 |540070|	2026/9	1.59
			15709	CITY COUNCIL 07/14/25	1105300 |540070|	2026/9	0.76
			15709	CITY COUNCIL 07/14/25	1106000 |540070|	2026/9	1.33
			15709	CITY COUNCIL 07/14/25	1106002 |540070|	2026/9	1.52
			15709	CITY COUNCIL 07/14/25	1106005 |540070|	2026/9	0.38
			15706	CITY COUNCIL 07/14/25	1101200 |540070|	2026/9	0.29
			15706	CITY COUNCIL 07/14/25	1101700 |540070|	2026/9	1.59
			15706	CITY COUNCIL 07/14/25	1105300 |540070|	2026/9	0.76
			15706	CITY COUNCIL 07/14/25	1106000 |540070|	2026/9	1.34
			15706	CITY COUNCIL 07/14/25	1106002 |540070|	2026/9	1.52
			15706	CITY COUNCIL 07/14/25	1106005 |540070|	2026/9	0.38
			15708	CITY COUNCIL 07/14/25	1101200 |540070|	2026/9	0.44
			15708	CITY COUNCIL 07/14/25	1101700 |540070|	2026/9	2.38
			15708	CITY COUNCIL 07/14/25	1105300 |540070|	2026/9	1.15
			15708	CITY COUNCIL 07/14/25	1106000 |540070|	2026/9	2.00
			15708	CITY COUNCIL 07/14/25	1106002 |540070|	2026/9	2.29
			15708	CITY COUNCIL 07/14/25	1106005 |540070|	2026/9	0.57
			15705	CITY COUNCIL 07/14/25	1101200 |540070|	2026/9	0.48
			15705	CITY COUNCIL 07/14/25	1101700 |540070|	2026/9	2.58
			15705	CITY COUNCIL 07/14/25	1105300 |540070|	2026/9	1.24
			15705	CITY COUNCIL 07/14/25	1106000 |540070|	2026/9	2.17
			15705	CITY COUNCIL 07/14/25	1106002 |540070|	2026/9	2.48
			15705	CITY COUNCIL 07/14/25	1106005 |540070|	2026/9	0.62
			15707	CITY COUNCIL 07/14/25	1101200 |540070|	2026/9	0.30
			15707	CITY COUNCIL 07/14/25	1101700 |540070|	2026/9	1.59

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			15707	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	0.76
			15707	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	1.33
			15707	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	1.52
			15707	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.38
			15711	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.93
			15711	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	5.17
			15711	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	2.48
			15711	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	4.34
			15711	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	4.96
			15711	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	1.24
			15702	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.44
			15702	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	2.38
			15702	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	1.15
			15702	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	2.00
			15702	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	2.29
			15702	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.57
			15710	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.22
			15710	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	1.19
			15710	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	0.57
			15710	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	1.00
			15710	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	1.14
			15710	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.29
			15703	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.43
			15703	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	2.38
			15703	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	1.15
			15703	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	2.00
			15703	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	2.29
			15703	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.57
			15712	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.34
			15712	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	1.99
			15712	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	0.96
			15712	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	1.67
			15712	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	1.91
			15712	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.48
					Total For Check #	**337238**		**116.92**

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03/12/2026	337246	614	LIGHTING INC/BROKEN ARROW	S3456750.001	BLANKET PO FOR MISC. LIGHTING	1106000 |560180|		2026/9	308.11
				S3456750.002	BLANKET PO FOR MISC. LIGHTING	1106000 |560180|		2026/9	744.85
				S3460982.001	BLANKET PO FOR MISC. LIGHTING	1105310 |560310|		2026/9	691.18
						Total For Check # 337246			**1,744.14**
03/12/2026	337247	131	LOCKE SUPPLY COMPANY	57704240-00	BLANKET PO FOR PLUMBING &	1101700 |560180|		2026/9	75.30
				57613708-00	BLANKET PO FOR PLUMBING &	1105310 |560230|		2026/9	511.06
						Total For Check # 337247			**586.36**
03/12/2026	337249	136	MAGIC REFRIGERATION	0060187-IN	Drain valve part #9041105-01	1106002 |560180|		2026/9	95.16
						Total For Check # 337249			**95.16**
03/12/2026	337250	1285	MAR MAC CONSTRUCTION	INV00058369	SEAL TAPE FOR SIGN SHOP	1105315 |560360|		2026/9	183.07
						Total For Check # 337250			**183.07**
03/12/2026	337254	25	NAPA AUTO PARTS	23722	786144	1101415 |560200|		2026/9	63.84
				23749	7151	1105300 |560200|		2026/9	15.05
				23749	300458	1105300 |560200|		2026/9	49.89
				23749	230266	1105300 |560200|		2026/9	10.91
				23749	200679	1105300 |560200|		2026/9	45.38
				23749	15W40BULK	1105300 |560210|		2026/9	46.67
				23768	MTP65HD	1106002 |560200|		2026/9	155.20
				23771	MT75	1106005 |560200|		2026/9	88.94
				23772	MT34	1106002 |560200|		2026/9	138.31
				23773	MTP65HD	1106002 |560200|		2026/9	-155.20
				23908	7151	1106003 |560200|		2026/9	15.05
				23908	300458	1106003 |560200|		2026/9	49.89
				23908	230266	1106003 |560200|		2026/9	10.91
				23908	200905	1106003 |560200|		2026/9	20.38
				23908	15W40BULK	1106003 |560210|		2026/9	46.67
				23928	5884602	1105300 |560200|		2026/9	1,175.03
				23928	5884606	1105300 |560200|		2026/9	1,198.66
				23928	5Q4212	1105300 |560200|		2026/9	247.40
				23928	6V8397	1105300 |560200|		2026/9	11.08

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			23928	6V9850	1105300 |560200|		2026/9	53.88
			23928	8T4139	1105300 |560200|		2026/9	27.00
			23928	8T4223	1105300 |560200|		2026/9	19.60
			23928	5664512	1105300 |560200|		2026/9	-1,761.29
			23928	5830187	1105300 |560200|		2026/9	-1,775.41
			23928		1105300 |560200|		2026/9	55.25
			23946	FT8918F	1106000 |560200|		2026/9	63.68
			23952	SP35	1106000 |560200|		2026/9	68.00
			24103	9326682	1106000 |560230|		2026/9	129.66
			24115	1103800	1106000 |560200|		2026/9	887.78
			24118	1103800	1106000 |560200|		2026/9	-887.78
			24121	2894876	1105300 |560200|		2026/9	181.26
			24132	256722	1105315 |560240|		2026/9	267.28
			24132	48111852R	1105315 |560240|		2026/9	304.76
			24132	261320	1105315 |560240|		2026/9	222.21
			24134	5256205	1105300 |560200|		2026/9	46.70
			24134	600624	1105300 |560200|		2026/9	23.06
			24134	4794133	1105300 |560200|		2026/9	44.59
			24134	3608958	1105300 |560200|		2026/9	127.09
			24141	38012312	1105300 |560200|		2026/9	181.48
			024235	1106166	1106000 |560200|		2026/9	30.67
			024235	1859	1106000 |560200|		2026/9	43.50
			024235	3128	1106000 |560200|		2026/9	21.56
			024235	6562	1106000 |560200|		2026/9	29.83
			024235	6569	1106000 |560200|		2026/9	18.19
			024235	15W40BULK	1106000 |560210|		2026/9	32.31
			024242	SLA1161	1106000 |560200|		2026/9	121.76
			024253	GL1943002263	1106000 |560190|		2026/9	547.44
			024254	5264181	1105300 |560200|		2026/9	10.86
			024254	2872288	1105300 |560200|		2026/9	64.90
			024255	94205179	1106000 |560200|		2026/9	91.14
			024269	5025	1105315 |560200|		2026/9	197.82
			024271	R201575	1106000 |560200|		2026/9	503.92
			024271	R272792	1106000 |560200|		2026/9	90.67
			024273	269626	1105315 |560240|		2026/9	733.32

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			024273	256420	1105315 |560240|		2026/9	184.43
					Total For Check #	**337254**		**4,235.18**
03/12/2026	337255		23739	PKA0F3	1105300 |560210|		2026/9	3.64
			23747	122319	1106000 |560210|		2026/9	35.70
			23753	5113	1105300 |560230|		2026/9	16.71
			23755	502	1105300 |560200|		2026/9	45.44
			23758	4025J	1106003 |560210|		2026/9	24.48
			23761	11965377950	1105300 |560200|		2026/9	27.76
			23909	7216	1105300 |560230|		2026/9	4.16
			23910	CCD532	1105300 |560200|		2026/9	9.11
			23912	560000	1106000 |560200|		2026/9	2.43
			23913	EN91	1101200 |560230|		2026/9	4.90
			23918	6449	1106000 |560200|		2026/9	13.16
			23918	122319	1106000 |560210|		2026/9	7.14
			23926	1390717	1106000 |560200|		2026/9	13.43
			23926	707103	1106000 |560200|		2026/9	3.12
			23934	9008N	1106003 |560200|		2026/9	10.33
			23935	AHDWMPHDC1	1105300 |560230|		2026/9	15.68
			23936	46AWBULK	1106000 |560210|		2026/9	34.20
			23947	CF1018	1105300 |560200|		2026/9	15.16
			23949	124315	1106000 |560210|		2026/9	14.28
			23950	6841241012	1105300 |560200|		2026/9	25.99
			23955	CTPLUG12175M	1105300 |560200|		2026/9	5.82
			24104	2413	1106000 |560230|		2026/9	3.17
			24128	GR14CHTR	1106000 |560210|		2026/9	10.16
			24143	62424	1105300 |560200|		2026/9	12.31
			024237	124315	1105300 |560210|		2026/9	7.14
			024250	40202R	1106000 |560200|		2026/9	7.42
			024252	40202R	1106000 |560200|		2026/9	-7.42
			024264	700000201	1105300 |560200|		2026/9	44.41
					Total For Check #	**337255**		**409.83**
03/12/2026	337256		23763	12124582	1105300 |560200|		2026/9	0.88
			23763	PW18B	1105300 |560200|		2026/9	0.76

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				23763	PW18R	1105300 |560200|		2026/9	0.76
						Total For Check # 337256			**2.40**
03/12/2026	337260	98	OKLAHOMA NATURAL GAS CO	267746591 03172026	MASTER BILL 03/02/2026	1101700 |550240|		2026/9	199.22
				267746591 03172026	MASTER BILL 03/02/2026	1105300 |550240|		2026/9	291.21
				267746591 03172026	MASTER BILL 03/02/2026	1106004 |550240|		2026/9	408.67
				267746591 03172026	MASTER BILL 03/02/2026	1101315 |550240|		2026/9	92.25
				267746591 03172026	MASTER BILL 03/02/2026	1106004 |550240|		2026/9	518.72
				267746591 03172026	MASTER BILL 03/02/2026	1106004 |550240|		2026/9	150.58
				267746591 03172026	MASTER BILL 03/02/2026	1106004 |550240|		2026/9	660.54
				267746591 03172026	MASTER BILL 03/02/2026	1101200 |550240|		2026/9	325.84
				267746591 03172026	MASTER BILL 03/02/2026	1106001 |550240|		2026/9	366.32
				267746591 03172026	MASTER BILL 03/02/2026	1106002 |550240|		2026/9	29.84
				267746591 03172026	MASTER BILL 03/02/2026	1101700 |550240|		2026/9	612.74
				267746591 03172026	MASTER BILL 03/02/2026	1101700 |550240|		2026/9	419.44
				267746591 03172026	MASTER BILL 03/02/2026	1106002 |550240|		2026/9	1,086.20
				267746591 03172026	MASTER BILL 03/02/2026	1106000 |550240|		2026/9	364.87
				267746591 03172026	MASTER BILL 03/02/2026	1105300 |550240|		2026/9	361.53
				267746591 03172026	MASTER BILL 03/02/2026	1106005 |550240|		2026/9	158.51
				267746591 03172026	MASTER BILL 03/02/2026	1106002 |550240|		2026/9	29.84
				267746591 03172026	MASTER BILL 03/02/2026	1106002 |550240|		2026/9	1,385.66
				267746591 03172026	MASTER BILL 03/02/2026	1101700 |550240|		2026/9	30.45
						Total For Check # 337260			**7,492.43**
03/12/2026	337264	96	OTA PIKEPASS CENTER	2026029042	20260296042 02/28/26	1101102 |550030|		2026/9	3.52
				2026029042	20260296042 02/28/26	1105310 |550030|		2026/9	19.41
				2026029042	20260296042 02/28/26	1106002 |550030|		2026/9	16.55
				2026029042	20260296042 02/28/26	1101200 |550030|		2026/9	1.62
				2026029042	20260296042 02/28/26	1101310 |550030|		2026/9	3.94
				2026029042	20260296042 02/28/26	1101400 |550030|		2026/9	21.60
				2026029042	20260296042 02/28/26	1101415 |550030|		2026/9	13.73
				2026029042	20260296042 02/28/26	1101700 |550030|		2026/9	26.84
				2026029042	20260296042 02/28/26	1101800 |550030|		2026/9	1.27
				2026029042	20260296042 02/28/26	1105300 |550030|		2026/9	147.37
				2026029042	20260296042 02/28/26	1106000 |550030|		2026/9	34.34

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						Total For Check #	**337264**		**290.19**
03/12/2026	337271	5481	RINGCENTRAL, INC.	CD_001336428	Ring Central MRC for Fiscal 26	1101010 |550220|		2026/9	120.41
				CD_001336428	Ring Central MRC for Fiscal 26	1101102 |550220|		2026/9	160.90
				CD_001336428	Ring Central MRC for Fiscal 26	1101200 |550220|		2026/9	2,316.24
				CD_001336428	Ring Central MRC for Fiscal 26	1101300 |550220|		2026/9	214.86
				CD_001336428	Ring Central MRC for Fiscal 26	1101400 |550220|		2026/9	536.66
				CD_001336428	Ring Central MRC for Fiscal 26	1101501 |550220|		2026/9	201.37
				CD_001336428	Ring Central MRC for Fiscal 26	1101800 |550220|		2026/9	80.93
				CD_001336428	Ring Central MRC for Fiscal 26	1105300 |550220|		2026/9	80.93
				CD_001336428	Ring Central MRC for Fiscal 26	1105310 |550220|		2026/9	13.49
				CD_001336428	Ring Central MRC for Fiscal 26	1106000 |550220|		2026/9	187.88
				CD_001336428	Ring Central MRC for Fiscal 26	1106002 |550220|		2026/9	53.96
				CD_001336428	Ring Central MRC for Fiscal 26	1106005 |550220|		2026/9	26.98
				CD_001367876	Ring Central MRC for Fiscal 26	1101010 |550220|		2026/9	120.43
				CD_001367876	Ring Central MRC for Fiscal 26	1101102 |550220|		2026/9	160.90
				CD_001367876	Ring Central MRC for Fiscal 26	1101200 |550220|		2026/9	2,316.23
				CD_001367876	Ring Central MRC for Fiscal 26	1101300 |550220|		2026/9	214.86
				CD_001367876	Ring Central MRC for Fiscal 26	1101400 |550220|		2026/9	536.67
				CD_001367876	Ring Central MRC for Fiscal 26	1101501 |550220|		2026/9	201.37
				CD_001367876	Ring Central MRC for Fiscal 26	1101800 |550220|		2026/9	80.94
				CD_001367876	Ring Central MRC for Fiscal 26	1105300 |550220|		2026/9	80.94
				CD_001367876	Ring Central MRC for Fiscal 26	1105310 |550220|		2026/9	13.49
				CD_001367876	Ring Central MRC for Fiscal 26	1106000 |550220|		2026/9	187.88
				CD_001367876	Ring Central MRC for Fiscal 26	1106002 |550220|		2026/9	53.95
				CD_001367876	Ring Central MRC for Fiscal 26	1106005 |550220|		2026/9	26.98
						Total For Check #	**337271**		**7,989.25**
03/12/2026	337273	3827	ROBINSON GLASS OF TULSA	3-117430	3-117430 FEB 27, 2026	1101800 |540070|		2026/9	689.00
						Total For Check #	**337273**		**689.00**
03/12/2026	337274	5326	GERALD K JIMENEZ	1446	1446 MARCH 1, 2026	1106003 |540280|		2026/9	3,080.00
						Total For Check #	**337274**		**3,080.00**
03/12/2026	337275	201	ROYAL PRINTING	67278	67278 JAN 9, 2026	1106002 |550360|		2026/9	33.00

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						Total For Check # 337275			**33.00**
03/12/2026	337280	834	SOFTWARE HOUSE	B20862837	MS Sentinel Usage for '26	1101200 |540550|		2026/9	1,076.45
						Total For Check # 337280			**1,076.45**
03/12/2026	337281	2144	SITE ONE LANDSCAPE SUPPLY	162855600-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/9	201.26
				162809137-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/9	206.19
				162487411-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/9	12.83
						Total For Check # 337281			**420.28**
03/12/2026	337282	303	SMITH FARM & GARDEN CO	113631	unit # 1870 jeff	1106000 |540200|		2026/9	186.29
						Total For Check # 337282			**186.29**
03/12/2026	337289	4760	AUTOMOTIVE INDUSTRIES LLC	71211	71211 JAN 5, 2026	1101700 |540200|		2026/9	220.00
				55517	55517 MAY 2, 2025	1101700 |540200|		2026/9	150.00
				71212	71212 JAN 7, 2026	1101700 |540200|		2026/9	220.00
				71259	71259 JAN 13, 2026	1101700 |540200|		2026/9	220.00
						Total For Check # 337289			**810.00**
03/12/2026	337290	5436	THE ORSUS GROUP, INC	45401	INV# 45401	1101102 |530870|		2026/9	56.96
						Total For Check # 337290			**56.96**
03/12/2026	337291	5100	THIRDLINE INC	INV-1081	Thirdline Year 2	1101200 |540550|		2026/9	4,480.00
						Total For Check # 337291			**4,480.00**
03/12/2026	337297	949	TULSA WINNELSON COMPANY	689832 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/9	92.58
				673516 01	BLANKET PO MISC. PLUMBING	1106000 |560340|		2026/9	73.36
				679932 02	BLANKET PO MISC. PLUMBING	1106000 |560230|		2026/9	-35.31
						Total For Check # 337297			**130.63**
03/12/2026	337304	819	VANCE BROTHERS LLC	IT00010358	BLANKET PO FOR ROAD OIL SSI	1105300 |560800|		2026/9	175.95
						Total For Check # 337304			**175.95**
03/12/2026	337306	1169	VERIZON	6136605586	6136605586 JAN 22-FEB 21, 2026	1101200 |550540|		2026/9	40.01
						Total For Check # 337306			**40.01**

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03/12/2026	337309	351	WAGONER COUNTY	26-1995	26-1995 02/19/2026	1101700 |550860|		2026/9	18.00
				26-2120	26-2120 02/23/2026	1101700 |550860|		2026/9	18.00
				26-2117	26-2117 02/23/2026	1101700 |550860|		2026/9	22.00
				26-1886	26-1886 2/17/2026	1101700 |550860|		2026/9	18.00
				26-1535	26-1535 2/9/2026	1101700 |550860|		2026/9	22.00
				26-1217	26-1217 02/02/2026	1101700 |550860|		2026/9	72.00
				26-1277	26-1277 02/03/2026	1101700 |550860|		2026/9	2.00
				26-1710	26-1710 02/12/2026	1101700 |550860|		2026/9	18.00
						Total For Check # 337309			**190.00**
03/12/2026	337312	1095	WINDSTREAM HOLDINGS II LLC	100642705 02262026	FY26 ANNUAL AGRMENT 100642705 035-	1101700 |550220|		2026/9	305.08
						Total For Check # 337312			**305.08**
03/05/2026	336940	856	AMERICAN FIDELITY	192181	Payroll Run 1 - Warrant 260227	110 |218420|		2026/8	48.24
				192181	Payroll Run 1 - Warrant 260227	110 |218430|		2026/8	24.26
						Total For Check # 336940			**72.50**
03/05/2026	336941	4970	ANDREW OCCHUIZZO	PDR 03152026	PER DIEM IWCE 2026	1101200 |550030|		2026/9	352.60
						Total For Check # 336941			**352.60**
03/05/2026	336944	38	CITY OF BROKEN ARROW	PC 01/2026	PC 01/2026 CK# 20406-20411	110 |110300|		2026/9	701.17
				PC 02/2026	CK#20412-20419 PETTY CASH FEB 2026	110 |110300|		2026/9	991.29
						Total For Check # 336944			**1,692.46**
03/05/2026	336945	4633	COLONIAL LIFE & ACCIDENT	192186	Payroll Run 1 - Warrant 260227	110 |218590|		2026/8	2,852.40
						Total For Check # 336945			**2,852.40**
03/05/2026	336946	3040	DAVID HICKERSON	PDR 03152026	PER DIEM IWCE 2026	1101200 |550030|		2026/9	352.60
						Total For Check # 336946			**352.60**
03/05/2026	336947	5259	DAVID PICKEL	EMP 02032026	NLC CCC FLIGHT REIMB	1101700 |550030|		2026/9	735.40
						Total For Check # 336947			**735.40**
03/05/2026	336948	1108	DUSTIN WEBER	PDR 03142026	PER DIEM CENTRAL SQUARE ENGAGE	1101200 |550030|		2026/9	368.00

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						Total For Check # 336948			**368.00**
03/05/2026	336949	1550	GENESIS HEALTH CLUBS	192184	Payroll Run 1 - Warrant 260227	110 |218150|		2026/8	565.90
						Total For Check # 336949			**565.90**
03/05/2026	336952	4905	METROPOLITAN LIFE	192187	Payroll Run 1 - Warrant 260227	110 |218340|		2026/8	3,977.47
				192187	Payroll Run 1 - Warrant 260227	110 |218480|		2026/8	3,782.47
				192187	Payroll Run 1 - Warrant 260227	110 |218590|		2026/8	966.27
						Total For Check # 336952			**8,726.21**
03/05/2026	336973	5548	TRAVIS STEPHENS	46970-25838	46970-25838 REIMB FOR HOTELAT THE	1101315 |550030|		2026/9	296.71
						Total For Check # 336973			**296.71**
03/05/2026	336974	5635	VISION SERVICE PLAN	192188	Payroll Run 1 - Warrant 260227	110 |218240|		2026/8	3,764.45
						Total For Check # 336974			**3,764.45**
03/05/2026	336975	1739	WAGONER CO RRWD DISTRICT	3823901 03152026	3823901 1/16-2/17/2026 3000 N 37TH ST	1106000 |550230|		2026/9	16.50
				1126701 03152026	1126701 02/18-23/2026 21101 E 101ST	1106000 |550230|		2026/9	16.50
				1945001 03152026	1945001 01/16-02/17/2026 4000 E NEW	1106000 |550230|		2026/9	77.58
				1970001 03152026	1970001 1/15/2/17/2026 4000 E NEW	1106000 |550230|		2026/9	1,499.11
						Total For Check # 336975			**1,609.69**
03/05/2026	336976	5562	ZACHARY A WALDROUP	MLG 02242026	MILEAGE REIMB 02242026	1101010 |540280|		2026/9	165.30
						Total For Check # 336976			**165.30**
03/05/2026	336979	9	A & N TRAILER PARTS INC	00019342	BLANKET PO FOR TRAILER PARTS	1106000 |560200|		2026/9	-105.20
						Total For Check # 336979			**-105.20**
03/05/2026	336980	1092	WESTLAKE HARDWARE INC	8038862	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/9	9.98
				8038875	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/9	1.89
				8038883	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/9	6.59
				8038885	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/9	9.99
				8038889	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/9	11.99
						Total For Check # 336980			**40.44**

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03/05/2026	336983	149	AMERICAN ELECTRIC	464-965-0-8 02182026	FY26 ANNUAL AGREEMENT 953-464-965-	1106000 |550250|		2026/9	53.65
				663-125-0-3 02232026	FY26 ANNUAL AGREEMENT 952-663-125-	1106000 |550250|		2026/9	621.77
				393-103-0-6 02202026	FY26 ANNUAL AGREEMENT 959-393-103-	1101315 |550250|		2026/9	73.06
				393-103-0-6 02202026	FY26 ANNUAL AGREEMENT 959-393-103-	1101700 |550250|		2026/9	2,995.50
				391-910-0-2 02182026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/9	47.10
				844-568-0-6 02192026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/9	47.62
				386-301-0-0 02192026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/9	44.02
				913-008-1-1 02192026	FY26 ANNUAL AGREEMENT 953-913-008-	1106000 |550250|		2026/9	5,779.33
				913-008-1-1 02192026	FY26 ANNUAL AGREEMENT 953-913-008-	1106000 |550470|		2026/9	4,205.52
				709-847-0-1 02192026	FY26 ANNUAL AGREEMENT SINGLES	1105310 |550250|		2026/9	29.07
				183-137-4-1 02232026	FY26 ANNUAL AGREEMENT 951-183-137-	1106004 |550250|		2026/9	2,423.22
				189-865-0-8 02202026	FY26 ANNUAL AGREEMENT 957-189-865-	1106000 |550250|		2026/9	47.30
				866-629-0-9 02202026	FY26 ANNUAL AGREEMENT 959-937-	1106000 |550250|		2026/9	23.65
				428-947-0-6 02202026	FY26 ANNUAL AGREEMENT 953-428-947-	1106000 |550250|		2026/9	23.87
				273-541-0-6 02202026	FY26 ANNUAL AGREEMENT 959-937-	1106000 |550250|		2026/9	23.65
						Total For Check #	**336983**		**16,438.33**
03/05/2026	336985	4935	AMAZON.COM SALES INC	1CKG-DRD3-MX44	Recreation Supplies NPCC	1106002 |560330|		2026/9	34.32
				1CXR-K7XD-LT9H	ITEM: COLOP Non-Toxic, Water Based	1101501 |560030|		2026/9	12.59
				16DV-HTD3-TCQW	Recreation Supplies CPCC & RH	1106002 |560330|		2026/9	171.40
				11JP-PV9D-LH3W	ITEM: Pendaflex File Pocket, 3-1/2-Inch	1101800 |560230|		2026/9	31.05
				1MHQ-HMXK-79GT	IT equipment	1101200 |560030|		2026/9	14.05
				1MHQ-HMXK-79GT	IT equipment	1101200 |560230|		2026/9	147.59
				1MHQ-HMXK-79GT	IT equipment	1101200 |560240|		2026/9	119.00
				1N1Y-JG17-RQT4	Recreation Supplies NPCC	1106002 |560330|		2026/9	38.97
				19VC-CH4K-NGKL	tea variety pack for TED office	1101315 |560230|		2026/9	19.99
				1N4T-JJK9-VQKF	Supplies for Daddy Daughter Dance	1106002 |560330|		2026/9	796.00
				1YRH-1JQK-HRHC	IT equipment	1101200 |560230|		2026/9	133.98
				16NJ-NY67-RYCJ	XG-25 Batteries _ Kenneth Farmer	1105300 |560230|		2026/9	370.38
				1K1M-CVRK-LXRY	ITEM: Brother Genuine DK-1201 Die-Cut	1101400 |560030|		2026/9	73.59
				1K4Y-D9M9-41W9	Time Delay Fuses for MTNC	1106000 |560180|		2026/9	228.56
						Total For Check #	**336985**		**2,191.47**
03/05/2026	336987	1007	AMERICAN SERVICES INC.	3804	3804	1101315 |540280|		2026/9	15.00
				4070	4070	1101315 |540280|		2026/9	15.00

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 336987			**30.00**
03/05/2026	336995	12	AVB	JAN 2026 VENDOR	JAN 2026 VENDOR	1101501 |550280|		2026/9	43.01
				JAN 2026 PAYROLL	JAN 2026 PAYROLL	1101501 |550280|		2026/9	259.72
						Total For Check # 336995			**302.73**
03/05/2026	337002	1330	BRINK'S INCORPORATED	8302967	8302967 JAN 2026 BILLING	1106002 |550280|		2026/9	387.17
				8302967	8302967 JAN 2026 BILLING	1106002 |550280|		2026/9	149.91
				8302967	8302967 JAN 2026 BILLING	1101800 |550280|		2026/9	1,329.59
				8302967	8302967 JAN 2026 BILLING	1106002 |550280|		2026/9	840.47
				402124	402124 FEB 13,2026	1106002 |550280|		2026/9	-603.21
				399804	399804 JAN 14, 2026	1106002 |550280|		2026/9	-251.94
						Total For Check # 337002			**1,851.99**
03/05/2026	337003	2910	BROKEN ARROW CHAMBER OF	80845	80845	1101300 |530110|		2026/9	200.00
				80845	80845	1101700 |530110|		2026/9	200.00
				80845	80845	1101700 |530110|		2026/9	200.00
				80845	80845	1101700 |530110|		2026/9	200.00
				80845	80845	1101400 |530110|		2026/9	200.00
				80845	80845	1101315 |530110|		2026/9	200.00
				80845	80845	1101315 |530110|		2026/9	200.00
				80845	80845	1101700 |530110|		2026/9	200.00
				80845	80845	1101700 |530110|		2026/9	200.00
						Total For Check # 337003			**1,800.00**
03/05/2026	337005	20	BROKEN ARROW LAWN &	130127	BLANKET PO FOR MISC	1106003 |560230|		2026/9	18.63
						Total For Check # 337005			**18.63**
03/05/2026	337006	638	BWI COMPANIES INC.	19545434	Natures Blend Soil Amendment (1 cubic ft.)	1106003 |560270|		2026/9	2,366.57
						Total For Check # 337006			**2,366.57**
03/05/2026	337008	4566	CENTERLINE SUPPLY INC.	ORD0164990	Liner and HIP Material	1105315 |560360|		2026/9	1,500.00
						Total For Check # 337008			**1,500.00**
03/05/2026	337010	37	CINTAS CORPORATION	5318872109	BLANKET PO FOR ALL DEPARTMENT	1101200 |560230|		2026/9	42.38

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				9361706241	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361579391	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	198.00
				9361706245	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361706228	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361701801	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	198.00
				9361683855	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361669289	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361697915	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361701799	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361650997	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361698209	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361650759	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361591497	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361590913	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361706445	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	297.00
				9361591499	BLANKET PO FOR ALL DEPARTMENT	1101400 |540330|		2026/9	48.41
				9361590915	BLANKET PO FOR ALL DEPARTMENT	1101315 |540330|		2026/9	50.00
				9361649052	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361650727	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361649048	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361708808	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	198.00
				9361709941	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361709940	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	297.00
				9361706450	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	396.00
				9361708811	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
				9361644856	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/9	99.00
						Total For Check #	**337010**		**3,506.79**
03/05/2026	337011	1391	CLEAN THE UNIFORM CO	52179919	52179919 FEB 20, 2026	1101415 |540310|		2026/9	49.01
				52179926	52179926 FEB 20, 2026	1101800 |540330|		2026/9	7.84
				52179923	52179923 FEB 20, 2026	1106000 |540310|		2026/9	137.60
				52179923	52179923 FEB 20, 2026	1106000 |540330|		2026/9	0.34
				52179444	52179444 FEB 18, 2026	1106000 |540310|		2026/9	33.04
				52179444	52179444 FEB 18, 2026	1106003 |540310|		2026/9	47.68
				52180534	52180534 FEB 25, 2026	1101700 |540330|		2026/9	6.08

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				52179440	52179440 FEB 18, 2026	1106005 |540310|		2026/9	10.15
				52179440	52179440 FEB 18, 2026	1101700 |540330|		2026/9	24.49
				52181015	52181015	1101415 |540310|		2026/9	49.01
				52136224	52136224 MAY 23, 2025	1105300 |540310|		2026/9	108.74
				52136224	52136224 MAY 23, 2025	1105310 |540310|		2026/9	5.77
				52136224	52136224 MAY 23, 2025	1105315 |540310|		2026/9	30.27
				52136224	52136224 MAY 23, 2025	1105300 |540330|		2026/9	4.43
				52136224	52136224 MAY 23, 2025	1105300 |540330|		2026/9	4.43
				52150822	52150822 AUG 22, 2025	1105300 |540310|		2026/9	113.64
				52150822	52150822 AUG 22, 2025	1105315 |540310|		2026/9	30.27
				52150822	52150822 AUG 22, 2025	1105300 |540330|		2026/9	4.43
				52150822	52150822 AUG 22, 2025	1105300 |540330|		2026/9	4.43
				52144210	52144210 JULY 11, 2025	1105310 |540310|		2026/9	141.73
				52144208	52144208 JULY 11, 2025	1105300 |540310|		2026/9	107.15
				52144208	52144208 JULY 11, 2025	1105315 |540310|		2026/9	30.27
				52144208	52144208 JULY 11, 2025	1105300 |540330|		2026/9	6.64
				52139529	52139529 JUNE 13, 2025	1105300 |540310|		2026/9	110.83
				52139529	52139529 JUNE 13, 2025	1105315 |540310|		2026/9	30.27
				52139529	52139529 JUNE 13, 2025	1105300 |540330|		2026/9	6.64
				52139531	52139531 JUNE 13, 2025	1105310 |540310|		2026/9	141.73
				52150824	52150824 AUG 22, 2025	1105310 |540310|		2026/9	135.93
				52136226	52136226 MAY 23, 2025	1105310 |540310|		2026/9	141.73
						Total For Check #	**337011**		**1,524.57**
03/05/2026	337013	474	CMRS-POC	FEBRUARY 2026A	FEB 2026 PRT 2	1101700 |550390|		2026/9	2,052.24
						Total For Check #	**337013**		**2,052.24**
03/05/2026	337014	5323	COLUMN SOFTWARE PBC	B8184531-0016	B8184531-0016 FEB 17, 2026	1101700 |550050|		2026/9	507.83
				B8184531-0017	B8184531-0017 FEB 17, 2026	1101700 |550050|		2026/9	4,971.04
						Total For Check #	**337014**		**5,478.87**
03/05/2026	337017	2449	DAVIS SUPPLY CO	0025016340-002	BLANKET PO FOR POOL SUPPLIES	1106000 |560230|		2026/9	82.04
						Total For Check #	**337017**		**82.04**
03/05/2026	337027	1016	FEDEX FREIGHT	9-184-69865	9-184-69865 FEB 19, 2026 1119-1744-2	1101200 |550390|		2026/9	7.13

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						Total For Check # 337027			**7.13**
03/05/2026	337028	1231	AT&T MOBILITY LLC	332244712 02172026	287332244712X02172026 539-240-7952	1101200 |550540|		2026/9	43.73
						Total For Check # 337028			**43.73**
03/05/2026	337029			DVR012026	DVR012026 FEB4, 2026 ACCT#	1101010 |550540|		2026/9	100.75
				DVR012026	DVR012026 FEB4, 2026 ACCT#	1101102 |550540|		2026/9	96.00
				DVR012026	DVR012026 FEB4, 2026 ACCT#	1101200 |550540|		2026/9	782.25
				DVR012026	DVR012026 FEB4, 2026 ACCT#	1101315 |550540|		2026/9	12.75
				DVR012026	DVR012026 FEB4, 2026 ACCT#	1101400 |550540|		2026/9	8.00
				DVR012026	DVR012026 FEB4, 2026 ACCT#	1101410 |550540|		2026/9	7.50
				DVR012026	DVR012026 FEB4, 2026 ACCT#	1101501 |550540|		2026/9	52.25
				DVR012026	DVR012026 FEB4, 2026 ACCT#	1101700 |550540|		2026/9	25.50
				DVR012026	DVR012026 FEB4, 2026 ACCT#	1101800 |550540|		2026/9	20.25
				DVR012026	DVR012026 FEB4, 2026 ACCT#	1105300 |550540|		2026/9	32.50
				DVR012026	DVR012026 FEB4, 2026 ACCT#	1105310 |550540|		2026/9	128.00
				DVR012026	DVR012026 FEB4, 2026 ACCT#	1106002 |550540|		2026/9	0.50
						Total For Check # 337029			**1,266.25**
03/05/2026	337032	1948	FOREST ELLIOTT	FEBRUARY 2026	FEB 2026	1106002 |550280|		2026/9	622.65
						Total For Check # 337032			**622.65**
03/05/2026	337040	79	GREEN ACRE SOD FARMS	14474	BL;ANKET PO FOR BERMUDA SOD	1106000 |560700|		2026/9	38.00
						Total For Check # 337040			**38.00**
03/05/2026	337045	5576	HIGH FIVE MEDIA GROUP LLC	44880	44880 FEB 20, 2026	1101310 |530870|		2026/9	7,368.00
						Total For Check # 337045			**7,368.00**
03/05/2026	337050	23	J D YOUNG COMPANY INC	1320693	LEASE & USAGE CHARGE FY26	1101010 |540330|		2026/9	217.58
				1320693	LEASE & USAGE CHARGE FY26	1101102 |540330|		2026/9	186.02
				1320693	LEASE & USAGE CHARGE FY26	1101200 |540330|		2026/9	181.66
				1320693	LEASE & USAGE CHARGE FY26	1101315 |540330|		2026/9	93.45
				1320693	LEASE & USAGE CHARGE FY26	1101400 |540330|		2026/9	321.95
				1320693	LEASE & USAGE CHARGE FY26	1101415 |540330|		2026/9	94.06
				1320693	LEASE & USAGE CHARGE FY26	1101700 |540330|		2026/9	217.58

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				1320693	LEASE & USAGE CHARGE FY26	1101800 |540330|		2026/9	306.66
				1320693	LEASE & USAGE CHARGE FY26	1105300 |540330|		2026/9	176.68
				1320693	LEASE & USAGE CHARGE FY26	1106000 |540330|		2026/9	264.28
				1320693	LEASE & USAGE CHARGE FY26	1106002 |540330|		2026/9	269.26
				1320693	LEASE & USAGE CHARGE FY26	1101010 |540550|		2026/9	48.37
				1320693	LEASE & USAGE CHARGE FY26	1101102 |540550|		2026/9	237.08
				1320693	LEASE & USAGE CHARGE FY26	1101200 |540550|		2026/9	13.26
				1320693	LEASE & USAGE CHARGE FY26	1101315 |540550|		2026/9	20.57
				1320693	LEASE & USAGE CHARGE FY26	1101400 |540550|		2026/9	61.21
				1320693	LEASE & USAGE CHARGE FY26	1101415 |540550|		2026/9	66.48
				1320693	LEASE & USAGE CHARGE FY26	1101700 |540550|		2026/9	147.92
				1320693	LEASE & USAGE CHARGE FY26	1101800 |540550|		2026/9	76.46
				1320693	LEASE & USAGE CHARGE FY26	1105300 |540550|		2026/9	72.35
				1320693	LEASE & USAGE CHARGE FY26	1106000 |540550|		2026/9	49.07
				1320693	LEASE & USAGE CHARGE FY26	1106002 |540550|		2026/9	74.35
				1320693	LEASE & USAGE CHARGE FY26	1101010 |560230|		2026/9	2.25
				1320693	LEASE & USAGE CHARGE FY26	1101102 |560230|		2026/9	4.61
				1320693	LEASE & USAGE CHARGE FY26	1101200 |560230|		2026/9	4.61
				1320693	LEASE & USAGE CHARGE FY26	1101315 |560230|		2026/9	2.21
				1320693	LEASE & USAGE CHARGE FY26	1101400 |560230|		2026/9	4.61
				1320693	LEASE & USAGE CHARGE FY26	1101415 |560230|		2026/9	2.21
				1320693	LEASE & USAGE CHARGE FY26	1101700 |560230|		2026/9	2.21
				1320693	LEASE & USAGE CHARGE FY26	1101800 |560230|		2026/9	4.61
				1320693	LEASE & USAGE CHARGE FY26	1105300 |560230|		2026/9	4.61
				1320693	LEASE & USAGE CHARGE FY26	1106000 |560230|		2026/9	6.73
				1320693	LEASE & USAGE CHARGE FY26	1106002 |560230|		2026/9	6.73
						Total For Check #	**337050**		**3,241.69**
03/05/2026	337051	2221	JOSEPHINE SHAW	FEBRUARY 2026	FEB 2026	1106002 |550280|		2026/9	498.12
						Total For Check #	**337051**		**498.12**
03/05/2026	337054	5131	KEVIN BEHE	15587	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.30
				15587	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	1.59
				15587	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	0.76
				15587	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	1.33

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			15587	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	1.52
			15587	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.38
			15583	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.29
			15583	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	1.59
			15583	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	0.76
			15583	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	1.34
			15583	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	1.52
			15583	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.38
			15591	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.30
			15591	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	1.59
			15591	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	0.76
			15591	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	1.33
			15591	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	1.52
			15591	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.38
			15590	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.34
			15590	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	1.99
			15590	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	0.96
			15590	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	1.67
			15590	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	1.91
			15590	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.48
			15589	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.30
			15589	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	1.59
			15589	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	0.76
			15589	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	1.34
			15589	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	1.52
			15589	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.38
			15561	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.22
			15561	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	1.19
			15561	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	0.57
			15561	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	1.00
			15561	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	1.14
			15561	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.29
			15593	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.29
			15593	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	1.59
			15593	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	0.76

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				15593	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	1.33
				15593	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	1.52
				15593	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.38
				15553	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.34
				15553	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	1.99
				15553	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	0.96
				15553	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	1.67
				15553	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	1.91
				15553	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.48
				15700	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.22
				15700	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	1.19
				15700	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	0.57
				15700	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	1.00
				15700	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	1.14
				15700	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.29
				15701	CITY COUNCIL 07/14/25	1101200 |540070|		2026/9	0.43
				15701	CITY COUNCIL 07/14/25	1101700 |540070|		2026/9	2.38
				15701	CITY COUNCIL 07/14/25	1105300 |540070|		2026/9	1.15
				15701	CITY COUNCIL 07/14/25	1106000 |540070|		2026/9	2.00
				15701	CITY COUNCIL 07/14/25	1106002 |540070|		2026/9	2.29
				15701	CITY COUNCIL 07/14/25	1106005 |540070|		2026/9	0.57
						Total For Check #	**337054**		**61.74**
03/05/2026	337055	124	KIMS INTERNATIONAL	0155482-IN	BLANKET PO - MISC. FITTINGS	1106000 |560200|		2026/9	11.16
				0155493-IN	BLANKET PO - MISC. FITTINGS	1106005 |560230|		2026/9	85.10
						Total For Check #	**337055**		**96.26**
03/05/2026	337058	614	LIGHTING INC/BROKEN ARROW	S3442732.001	BLANKET PO FOR MISC. LIGHTING	1106002 |560180|		2026/9	2.29
						Total For Check #	**337058**		**2.29**
03/05/2026	337060	131	LOCKE SUPPLY COMPANY	57665721-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/9	357.15
						Total For Check #	**337060**		**357.15**
03/05/2026	337064	136	MAGIC REFRIGERATION	0060186-IN	ICE MACHINE REPLACEMENT AT CITY	1101700 |560180|		2026/9	427.20
						Total For Check #	**337064**		**427.20**

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03/05/2026	337066	5140	CHANCE MATTHEWS	INV0461	REPAINT SPLASHPAD AT ROCKWOOD	1106000 |540070|		2026/9	1,450.00
						Total For Check #	**337066**		**1,450.00**
03/05/2026	337070	777	MTTA	0000000000087404	FY26 AGREEMENT 0000000000087404	1101700 |540280|		2026/9	24,627.11
						Total For Check #	**337070**		**24,627.11**
03/05/2026	337071	1377	MUSKOGEE MARBLED	199247	BLANKET ORDER FOR NICHE	1106005 |540280|		2026/9	80.00
						Total For Check #	**337071**		**80.00**
03/05/2026	337073	25	NAPA AUTO PARTS	23860	K597597530	1106000 |560200|		2026/9	217.42
				23862	7151	1105300 |560200|		2026/9	15.05
				23862	300458	1105300 |560200|		2026/9	49.89
				23862	230266	1105300 |560200|		2026/9	10.91
				23862	200679	1105300 |560200|		2026/9	45.38
				23862	15W40BULK	1105300 |560210|		2026/9	46.67
				23876	LC3Z16C826B	1105300 |560200|		2026/9	50.34
				23876	LC3Z16C826A	1105300 |560200|		2026/9	51.28
				23887	7037	1105300 |560200|		2026/9	15.57
				23887	1203	1105300 |560200|		2026/9	14.78
				23887	626275001	1105300 |560200|		2026/9	39.27
				23887	500864	1105300 |560200|		2026/9	57.58
				23887	15W40BULK	1105300 |560210|		2026/9	78.98
				23890	7400454	1105300 |560200|		2026/9	101.94
				23900	K566842100	1106000 |560200|		2026/9	174.42
				23900	K595534310	1106000 |560200|		2026/9	12.97
				023777	5212398	1105300 |560200|		2026/9	1,574.27
				023777	5664512	1105300 |560200|		2026/9	1,761.29
				023777	5830187	1105300 |560200|		2026/9	1,775.41
				023777		1105300 |560200|		2026/9	298.65
				023781	15W40BULK	1106000 |560200|		2026/9	43.08
				023781	7430	1106000 |560200|		2026/9	9.36
				023781	4315387	1106000 |560200|		2026/9	334.16
				023781	1J43043060	1106000 |560200|		2026/9	94.76
				023781	1K94743172	1106000 |560200|		2026/9	68.34

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			023781	6671	1106000 |560200|	2026/9	25.38
			023781	6672	1106000 |560200|	2026/9	18.58
			023794	GK5	1105300 |560200|	2026/9	1,672.78
			023795	12M4K	1105300 |560200|	2026/9	275.28
			023795	IJ543	1105300 |560200|	2026/9	223.89
			023807	1334	1106000 |560200|	2026/9	4.25
			023807	1496	1106000 |560200|	2026/9	49.95
			023807	600176	1106000 |560200|	2026/9	20.06
			023807	600515	1106000 |560200|	2026/9	53.43
			023807	6671	1106000 |560200|	2026/9	25.38
			023807	6672	1106000 |560200|	2026/9	18.58
			023807	15W40BULK	1106000 |560210|	2026/9	21.54
			023809	FT8528	1101415 |560200|	2026/9	61.49
			023809	FT8816	1101415 |560200|	2026/9	58.81
			023407	F013868	1106000 |560190|	2026/9	386.56
			023416	CM0004P	1105300 |560200|	2026/9	298.57
			023416		1105300 |560200|	2026/9	66.11
			23597		1105300 |560200|	2026/9	551.60
			023975	1103866	1106000 |560200|	2026/9	146.12
			023975	1103865	1106000 |560200|	2026/9	48.88
			023977	5274662	1105300 |560200|	2026/9	564.71
			023989	2605240	1106000 |560200|	2026/9	200.98
			023989	FT880000	1106000 |560200|	2026/9	114.28
			023989	FT86828	1106000 |560200|	2026/9	229.48
			023989	FT7653	1106000 |560200|	2026/9	59.32
			023989	FT7652F	1106000 |560200|	2026/9	74.99
			023992	F005384	1101310 |560200|	2026/9	622.44
			023995	5295436	1105300 |560200|	2026/9	5.49
			023995	5473296RX	1105300 |560200|	2026/9	903.89
			023995	5473296RX	1105300 |560200|	2026/9	66.50
			024009	GL1943103865	1106000 |560190|	2026/9	300.45
			024010	BB5Z7803145AA	1101310 |560200|	2026/9	68.24
			024010	BB5Z7820554AC	1101310 |560200|	2026/9	116.07
			024026	5698456	1105300 |560200|	2026/9	91.94
			024026	4937032	1105300 |560200|	2026/9	14.31

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			024026	4992509	1105300 |560200|		2026/9	6.14
					Total For Check # 337073			**14,408.24**
03/05/2026	337074		23865	25060730HD	1105300 |560200|		2026/9	31.38
			23865	38323	1105300 |560200|		2026/9	50.79
			23875	HDRTU1GAL	1105300 |560210|		2026/9	17.16
			23875	550049483	1105300 |560210|		2026/9	13.16
			23893	FT7867	1101415 |560200|		2026/9	68.43
			23895	FR3Z1A189C	1105300 |560200|		2026/9	74.33
			23899	FR3Z1A189C	1105300 |560200|		2026/9	74.33
			23903	46AWBULK	1105300 |560210|		2026/9	18.24
			023816	M10080CH10	1105300 |560200|		2026/9	4.42
			023816	M10FW	1105300 |560200|		2026/9	0.22
			023816	M10NF	1105300 |560200|		2026/9	0.38
			023816	M12050CH10	1105300 |560200|		2026/9	6.16
			023816	M12FW	1105300 |560200|		2026/9	0.44
			023816	122319	1105300 |560210|		2026/9	42.84
			023816	75500	1105300 |560210|		2026/9	9.82
			023821	1042	1106000 |560200|		2026/9	4.25
			023821	2488	1106000 |560200|		2026/9	13.80
			023821	115	1106000 |560210|		2026/9	15.50
			023821	5W30BULK	1106000 |560210|		2026/9	22.86
			023414	9006XSN	1106000 |560200|		2026/9	6.87
			023414	6058	1106000 |560200|		2026/9	20.19
			023423	7060	1106003 |560200|		2026/9	4.25
			023423	4579	1106003 |560200|		2026/9	7.11
			023423	2725	1106003 |560200|		2026/9	15.92
			023423	5W20BULK	1106003 |560210|		2026/9	23.66
			23606	4579	1106005 |560200|		2026/9	7.11
			23606	2725	1106005 |560200|		2026/9	15.92
			23606	5W20BULK	1106005 |560210|		2026/9	23.66
			23606	7060	1106005 |560210|		2026/9	4.25
			23606	115	1106005 |560210|		2026/9	15.50
			023970	46AWBULK	1105300 |560210|		2026/9	59.28
			023978	FT8909F	1105300 |560200|		2026/9	69.86

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			024000	822120	1106000 |560200|		2026/9	5.34
			024000	STB6301	1106000 |560200|		2026/9	14.39
			024001	502	1105300 |560200|		2026/9	45.44
			024002	WBB22	1105300 |560200|		2026/9	11.80
			024002	2413	1105300 |560230|		2026/9	6.34
			024006	1103865	1106000 |560200|		2026/9	48.88
			024015	1068	1106005 |560200|		2026/9	4.25
			024015	3507	1106005 |560200|		2026/9	7.91
			024015	2276	1106005 |560200|		2026/9	15.01
			024015	15W40BULK	1106005 |560210|		2026/9	21.54
			024019	17011	1105300 |560230|		2026/9	26.66
			024022	7041902	1105300 |560200|		2026/9	22.00
			024032	594626	1106000 |560200|		2026/9	46.82
			024040	5101756X2	1106000 |560200|		2026/9	97.56
					Total For Check #	**337074**		**1,116.03**
03/05/2026	337075		23863	RTU1EXT	1105300 |560210|		2026/9	8.61
			23873	789DEF	1105300 |560210|		2026/9	11.11
			23874	75540	1106000 |560210|		2026/9	4.91
			23892	ECR2032BP	1105300 |560200|		2026/9	12.16
			023782	WBB22	1105300 |560200|		2026/9	5.90
			023800	34874	1105300 |560230|		2026/9	4.81
			023811	D5225	1105300 |560200|		2026/9	15.38
			023813	H152	1105300 |560200|		2026/9	8.94
			023815	600515	1106000 |560200|		2026/9	-53.43
			023815	1252915	1106000 |560200|		2026/9	58.00
			023818	H152	1105300 |560200|		2026/9	8.94
			023823	46AWBULK	1105300 |560210|		2026/9	13.68
			023421	K104215142	1106000 |560200|		2026/9	1.40
			023421	K566842122	1106000 |560200|		2026/9	7.99
			023421	0401150160	1106000 |560200|		2026/9	1.84
			023424	9006XSN	1106000 |560200|		2026/9	6.87
			023427	BP1210H1N	1105300 |560200|		2026/9	5.94
			023428	05103	1105300 |560230|		2026/9	7.56
			023429	787102	1106000 |560200|		2026/9	5.77

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				23590	28107	1105300 |560200|		2026/9	1.73
				23604	23541	1105300 |560200|		2026/9	10.98
				23604	23301	1105300 |560200|		2026/9	3.42
				23608	2413	1106005 |560230|		2026/9	6.34
				23611	12191914	1106000 |560200|		2026/9	10.56
				23615	1156N	1106000 |560200|		2026/9	0.43
				23627	3263	1105300 |560200|		2026/9	7.46
				23630	75540	1106000 |560210|		2026/9	14.73
				023959	CF1018	1105300 |560200|		2026/9	8.61
				023965	NPB22	1105300 |560200|		2026/9	16.24
				023966	7306742	1106000 |560200|		2026/9	14.17
				023979	2413	1105300 |560230|		2026/9	6.34
				023987	78004	1106000 |560230|		2026/9	5.66
				024003	05113	1105300 |560230|		2026/9	16.71
				024004	49009	1105300 |560230|		2026/9	9.98
				024021	07481	1105300 |560230|		2026/9	4.86
				024028	2413	1105300 |560230|		2026/9	6.34
						Total For Check #	**337075**		**280.94**
03/05/2026	337080	3314	PALFINGER USA LLC	678105	678105 FEB 12, 2026	1105310 |540200|		2026/9	335.00
						Total For Check #	**337080**		**335.00**
03/05/2026	337082	4508	C A ASSETS LLC	28337	28337	1106000 |540070|		2026/9	240.00
						Total For Check #	**337082**		**240.00**
03/05/2026	337091	2542	REPUBLIC SERVICES OF TULSA	0053-000428239	0053-000428239 JAN 25, 2026	1106002 |540330|		2026/9	2,449.98
						Total For Check #	**337091**		**2,449.98**
03/05/2026	337097	602	SANDERS NURSERY	1165366	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/9	363.84
				1165376	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/9	181.92
						Total For Check #	**337097**		**545.76**
03/05/2026	337098	335	SERVICE OKLAHOMA	L0239828952	L0239828952 FEB 23, 2026	1105300 |560230|		2026/9	15.50
						Total For Check #	**337098**		**15.50**

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03/05/2026	337099	834	SOFTWARE HOUSE	B20742215	MS Sentinel Usage for '26	1101200 |540550|		2026/9	1,153.10
						Total For Check #	**337099**		**1,153.10**
03/05/2026	337101	2144	SITE ONE LANDSCAPE SUPPLY	162626255-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/9	82.98
				162611115-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/9	5.41
				162644294-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/9	63.26
				162627092-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/9	29.51
				162840835-001	BLANKET PO FOR IRRIGATION	1106003 |560340|		2026/9	459.49
				162700990-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/9	308.08
				162711945-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/9	79.11
				162660346-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/9	41.49
				162759067-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/9	32.86
				162819631-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/9	82.98
				162910381-001	BLANKET PO FOR IRRIGATION	1106003 |560700|		2026/9	95.28
				162865860-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/9	163.77
				162702501-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/9	82.98
				162776733-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/9	139.27
						Total For Check #	**337101**		**1,666.47**
03/05/2026	337102	303	SMITH FARM & GARDEN CO	114273	BLANKET PO FOR MISC. PARTS	1106000 |540200|		2026/9	24.86
				114369	BLANKET PO FOR MISC. PARTS	1106000 |560310|		2026/9	10.45
						Total For Check #	**337102**		**35.31**
03/05/2026	337103	3932	SOONER LOCK & KEY INC	118194714	BLANKET PO FOR KEYS	1106000 |560200|		2026/9	36.00
						Total For Check #	**337103**		**36.00**
03/05/2026	337104	1081	SOUTHERN AGRICULTURE	850680	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/9	20.93
				847051	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/9	5.96
						Total For Check #	**337104**		**26.89**
03/05/2026	337105	1131	SPRING CREEK NURSERY	226729	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/9	280.00
						Total For Check #	**337105**		**280.00**
03/05/2026	337106	5147	SPX AIDS TO NAVIGATION, LLC	90343201	90343201 JAN 21, 2026	1101200 |550540|		2026/9	1,512.00
						Total For Check #	**337106**		**1,512.00**

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03/05/2026	337109	3871	SUMMIT FIRE & SECURITY LLC	3781122	3781122 JAN 12, 2026	1106000 |540070|		2026/9	442.00
						Total For Check # 337109			**442.00**
03/05/2026	337112	1104	TIGER, INC.	0126270293	0126270293 FEB 18, 2026 1800 S MAIN	1106001 |550240|		2026/8	12,877.47
						Total For Check # 337112			**12,877.47**
03/05/2026	337114	1766	TOPIARY ARTWORKS	36058	18" sphagnum moss hanging basket	1106003 |560700|		2026/9	3,082.59
						Total For Check # 337114			**3,082.59**
03/05/2026	337119	255	TULSA COUNTY CLERK	355	355 MARCH 2, 2026	1101700 |550860|		2026/9	846.00
						Total For Check # 337119			**846.00**
03/05/2026	337122	54	TULSA NEW HOLLAND	569298	569298 FEB 20, 2026	1106000 |560200|		2026/9	100.46
						Total For Check # 337122			**100.46**
03/05/2026	337123	949	TULSA WINNELSON COMPANY	686309 01	BLANKET PO MISC. PLUMBING	1106002 |560180|		2026/9	123.90
						Total For Check # 337123			**123.90**
03/05/2026	337127	1324	ULINE	204775092	STAINLESS STEEL TENSIONER	1105315 |560240|		2026/9	168.41
						Total For Check # 337127			**168.41**
03/05/2026	337128	4365	UNICARE BUILDING	COBA2602001-T1	CLEAN SCRUB FLOORS AT JUSTICE	1101800 |540070|		2026/9	1,800.00
						Total For Check # 337128			**1,800.00**
03/05/2026	337139	5576	HIGH FIVE MEDIA GROUP LLC	45154	45154 MARCH 4, 2026	1101310 |530870|		2026/9	47,333.00
				45155	45155 MARCH 4, 2026	1101310 |550390|		2026/9	16,311.33
						Total For Check # 337139			**63,644.33**
						Total For Fund 110			**410,057.03**
						Number of Invoices For Fund 110			**1,230**

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03/12/2026	337191	16 BANK OF OKLAHOMA	0000TGJ6V000	2019A CWSRF TRUSTEE FEE JAN 31,	2215410 |581050|		2026/9	500.00
					Total For Check # 337191			**500.00**
03/05/2026	336997	1213 BANCFIRST	ORF-19-0021-CW 3/26	ORF-19-0021-CW	221 |240130|		2026/9	280,000.00
			ORF-19-0021-CW 3/26	ORF-19-0021-CW	2215410 |581020|		2026/9	79,424.86
			ORF-19-0021-CW 3/26	ORF-19-0021-CW	2215410 |581030|		2026/9	24,976.79
			ORF-21-0028-CW 3/26	ORF-21-0028-CW	2215410 |581020|		2026/9	92,064.20
			ORF-21-0028-CW 3/26	ORF-21-0028-CW	2215410 |581030|		2026/9	34,881.87
			ORF-21-0028-CW 3/26	ORF-21-0028-CW	221 |240131|		2026/9	255,000.00
			ORF-21-0028-CWA	ORF-21-0028-CWA	2215410 |581020|		2026/9	2,027.32
			ORF-21-0028-CWA	ORF-21-0028-CWA	2215410 |581030|		2026/9	798.24
			ORF-21-0028-CWA	ORF-21-0028-CWA	221 |240138|		2026/9	1,000.00
			ORF-23-0167-CW 3/26	ORF-23-0167-CW	2215410 |581020|		2026/9	8,404.57
			ORF-23-0167-CW 3/26	ORF-23-0167-CW	2215410 |581030|		2026/9	1,735.55
			ORF-23-0167-CW 3/26	ORF-23-0167-CW	221 |240138|		2026/9	260,000.00
					Total For Check # 336997			**1,040,313.40**
					Total For Fund 221			**1,040,813.40**
					Number of Invoices For Fund 221			**13**

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02/26/2026	336820	882 COX COMMUNICATIONS	076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	2271700 |550540|		2026/8	52.40
			76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	2271700 |550540|		2026/8	52.40
					Total For Check # 336820			**104.80**
02/26/2026	336828	1009 EXCITE PROMOS, INC.	8636	promotional items - Erin Hofener	2271700 |560230|		2026/8	428.88
					Total For Check # 336828			**428.88**
02/26/2026	336861	5131 KEVIN BEHE	15644	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
			15601	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
			15557	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
			15592	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.14
			15588	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
			15600	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
			15599	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
			15598	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
			15602	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
			15597	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.86
			15596	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.86
			15595	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
			15594	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.15
			14988	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.15
			14992	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.15
			14993	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
			14994	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.86
			14995	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.86
			14996	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
			14999	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
			15000	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
			15050	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	0.86
			15052	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.15
			15160	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	0.86
			15190	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
			15240	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.14
			15261	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
			15267	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.86
					Total For Check # 336861			**39.35**
02/26/2026	336885	468 OKLAHOMA TOURISM &	87-19583	87-19583	2271700 |530870|		2026/8	149.86

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						Total For Check #	**336885**		**149.86**
03/12/2026	337236	4768	INHOUSE ADVERSTISING LLC	9675	Inhouse Advertising annual contract for	2271700 |530870|		2026/9	9,050.00
				9815	Inhouse Advertising annual contract for	2271700 |530870|		2026/9	10,860.00
						Total For Check #	**337236**		**19,910.00**
03/12/2026	337238	5131	KEVIN BEHE	15704	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	0.86
				15699	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.43
				15698	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.43
				15696	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.14
				15697	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.43
				15709	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.15
				15706	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.14
				15708	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.72
				15705	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.86
				15707	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.15
				15711	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	3.72
				15702	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.72
				15710	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	0.86
				15703	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.72
				15712	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.43
						Total For Check #	**337238**		**22.76**
03/12/2026	337260	98	OKLAHOMA NATURAL GAS CO	267746591 03172026	MASTER BILL 03/02/2026	2271700 |550240|		2026/9	92.26
						Total For Check #	**337260**		**92.26**
03/12/2026	337261	5656	OKLAHOMA WESLEYAN	FEBRUARY 10, 2026	VBA EVENT REBATE FOR OKWU EVENT	2271700 |550080|		2026/9	3,125.00
						Total For Check #	**337261**		**3,125.00**
03/12/2026	337288	308	SUNGLOW INCORPORATED	02272026	02/27/2026	2271700 |550280|		2026/9	1,947.00
						Total For Check #	**337288**		**1,947.00**
03/05/2026	336983	149	AMERICAN ELECTRIC	393-103-0-6 02202026	FY26 ANNUAL AGREEMENT 959-393-103-	2271700 |550250|		2026/9	73.06
						Total For Check #	**336983**		**73.06**
03/05/2026	336987	1007	AMERICAN SERVICES INC.	3804	3804	2271700 |540280|		2026/9	15.00
				4070	4070	2271700 |540280|		2026/9	15.00
						Total For Check #	**336987**		**30.00**

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03/05/2026	337003	2910 BROKEN ARROW CHAMBER OF	80845	80845	2271700 |530110|		2026/9	200.00
					Total For Check # 337003			**200.00**
03/05/2026	337054	5131 KEVIN BEHE	15587	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.15
			15583	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.14
			15591	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.15
			15590	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.43
			15589	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.14
			15561	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	0.86
			15593	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.15
			15553	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.43
			15700	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	0.86
			15701	CITY COUNCIL 07/14/25	2271700 |540070|		2026/9	1.72
					Total For Check # 337054			**12.03**
					Total For Fund 227			**26,135.00**
					Number of Invoices For Fund 227			**66**

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02/26/2026	336786	1335 911 CUSTOM	62038B	COUNCIL APPROVED 11/17/2025 FY26	3293001 |570020|	2630290	2026/8	2,341.17
			62033A	FY26 Explorers-City Council Approval	3293001 |570020|	2630010	2026/8	17,658.48
			62036B	FY26 Tahoes-City Council Approval	3293001 |570020|	2630010	2026/8	16,576.56
			62033B	FY26 Explorers-City Council Approval	3293001 |570020|	2630010	2026/8	11,239.41
			62036C	FY26 Tahoes-City Council Approval	3293001 |570020|	2630010	2026/8	18,136.65
					Total For Check # 336786			**65,952.27**
02/26/2026	336913	4985 STOCK ENTERPRISES, LLC	INV-55175	Grapplers for FY26 Tahoes and K9 F150's	3293001 |570020|	2630020	2026/7	55,223.14
			INV-55175	Grapplers for FY26 Tahoes and K9 F150's	3293001 |570020|	2630030	2026/7	13,805.79
					Total For Check # 336913			**69,028.93**
03/12/2026	337270	5439 RIGID EMERGENCY VEHICLES	911-121/293207	UPFIT PATROL VEHICLES - CITY	3293001 |570020|	2630020	2026/9	3,095.00
					Total For Check # 337270			**3,095.00**
03/05/2026	336977	1335 911 CUSTOM	62033C	FY26 Explorers-City Council Approval	3293001 |570020|	2630010	2026/9	26,350.64
			62033D	FY26 Explorers-City Council Approval	3293001 |570020|	2630010	2026/9	31,141.11
					Total For Check # 336977			**57,491.75**
03/05/2026	337065	4341 MATRIX CONSULTING GROUP,	2 1807-25	Matrix Consulting for Fleet Study	3291700 |530870|		2026/9	38,104.00
					Total For Check # 337065			**38,104.00**
					Total For Fund 329			**233,671.95**
					Number of Invoices For Fund 329			**11**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/26/2026	336791	4919	ADEMCO INC.	302468058	302468058 FEB 17, 2026	3301200 |570170|	2612060	2026/8	194.62
				302471839	302471839 FEB 17, 2026	3301200 |570170|	2612060	2026/8	1,561.30
				302363586	Camera Replacement Project - 2026	3301200 |570170|	2612060	2026/8	14,515.65
						Total For Check # 336791			**16,271.57**
02/26/2026	336813	29	CASCO INDUSTRIES INC	278990	Bunker Gear Helmet-Boot Replacement	3303501 |570170|	2635050	2026/8	1,035.00
				278933	Bunker Gear Helmet-Boot Replacement	3303501 |570170|	2635050	2026/8	525.00
				278712	Bunker Gear Helmet-Boot Replacement	3303501 |570170|	2635050	2026/8	2,288.00
				279923	Bunker Gear Helmet-Boot Replacement	3303501 |570170|	2635050	2026/8	543.00
						Total For Check # 336813			**4,391.00**
02/26/2026	336824	634	DELL MARKETING L.P.	10861875306	5 Dell Pro Thunderbolt 4 Dock WD25TB4	3301200 |570170|	2612030	2026/8	1,100.00
						Total For Check # 336824			**1,100.00**
02/26/2026	336835	5429	FRANKFURT SHORT BRUZA	22344	Rose District Master Plan 2417300	3301700 |570160|	2617040	2026/8	8,347.10
						Total For Check # 336835			**8,347.10**
02/26/2026	336839	674	GARVER ENGINEERS	2500365-3	ISSC SHADE STRUCTURE	3306000 |570160|	2560200	2026/8	3,924.00
						Total For Check # 336839			**3,924.00**
02/26/2026	336859	3817	JACOBS ENGINEERING GROUP	W7Y61700-006	2417260 Jacobs Project	3301700 |570170|	2417260	2026/8	89,175.89
						Total For Check # 336859			**89,175.89**
02/26/2026	336871	5140	CHANCE MATTHEWS	INV0451	CIP Project #BC61070 - Repaint golf shop	3306102 |570150|	BC61070	2026/8	2,475.00
						Total For Check # 336871			**2,475.00**
02/26/2026	336877	3669	MYERS-CHERRY	PA 3 2317210	Operations Ctr Admin Building	3301700 |570150|	2317210	2026/8	79,475.39
						Total For Check # 336877			**79,475.39**
02/26/2026	336925	949	TULSA WINNELSON COMPANY	684884 01	BLANKET PO MISC. PLUMBING	3306000 |570150|	2560190	2026/8	189.12
						Total For Check # 336925			**189.12**
02/26/2026	336928	2487	TYLER TECHNOLOGIES INC	045-553191	045-553191 FEB 11, 2026	3301102 |570170|	2611010	2026/8	900.00
						Total For Check # 336928			**900.00**
02/26/2026	336934	868	COUNTRY FORD-MERCURY INC	85230	CITY COUNCIL APPROVED 09/02/25	3305300 |570020|	2653140	2026/8	131,467.46
						Total For Check # 336934			**131,467.46**

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03/12/2026	337188	434	ANIXTER INC	37T080202	Access Control - Batteries	3301200 |570170|	2512080	2026/9	2,829.94
						Total For Check # 337188			**2,829.94**
03/12/2026	337209	634	DELL MARKETING L.P.	10863717169	Precision 5860 Tower for Heahter Leader	3301200 |570170|	2612030	2026/9	5,093.28
				10860667653	Servers for VMS upgraade	3301200 |570170|	2612080	2026/9	92,296.08
				10843846074	Laptop for Hailey Peterson	3301200 |570170|	2612030	2026/9	1,768.92
						Total For Check # 337209			**99,158.28**
03/12/2026	337219	831	GH2 ARCHITECTS, LLC	PA 17 201710	BA Iconic Gateway Park	3301700 |570170|	201710	2026/9	2,755.00
						Total For Check # 337219			**2,755.00**
03/12/2026	337253	888	NAFECO	1400949	Bunker Gear-Training Center	3303501 |570170|	2635050	2026/9	39,770.00
						Total For Check # 337253			**39,770.00**
03/12/2026	337276	1263	SELSER SCHAEFER	2601077	City Hall 2417170	3301700 |570160|	2417170	2026/9	12,000.00
						Total For Check # 337276			**12,000.00**
03/05/2026	336981	1166	ACS PLAYGROUND	5353	119-40 Dumor 4' cast bench, STL, SEAR,	3306000 |570040|	2660120	2026/9	1,763.00
						Total For Check # 336981			**1,763.00**
03/05/2026	337007	1253	CEC CORPORATION	202509097	Garden At Central Park	3306000 |570150|	2360450	2026/9	7,340.00
				202512097	Garden At Central Park	3306000 |570150|	2360450	2026/9	2,520.00
				202511138	Garden At Central Park	3306000 |570150|	2360450	2026/9	3,360.00
						Total For Check # 337007			**13,220.00**
03/05/2026	337022	5642	DP WATERPROOFING LLC	02/13/2026	02/13/2026	3301700 |570170|	2617150	2026/9	14,999.00
						Total For Check # 337022			**14,999.00**
03/05/2026	337026	4056	KIRKWALL HOLDINGS LLC	617-16944	162 27" x 62.5" 18oz. double-sided pole	3306000 |570170|	2660200	2026/9	9,699.54
						Total For Check # 337026			**9,699.54**
03/05/2026	337035	831	GH2 ARCHITECTS, LLC	PA 5 20240013	Events Park Storage Facility	3306000 |570150|	2560140	2026/9	975.00
						Total For Check # 337035			**975.00**
03/05/2026	337099	834	SOFTWARE HOUSE	B20771337	PURE Storage for VMS upgrade	3301200 |570170|	2612080	2026/9	47,776.00
						Total For Check # 337099			**47,776.00**
03/05/2026	337125	333	TURNER ROOFING SERVICES	INV029355	TEAROFF/REBUILD OVERHANG ON NE	3301700 |570170|	2617050	2026/9	9,500.00

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					Total For Check # 337125			9,500.00
					Total For Fund 330			592,162.29
					Number of Invoices For Fund 330			32

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02/26/2026	336911	1131	SPRING CREEK NURSERY	226328	BLANKET PO FOR NURSERY STOCK	3326000 |570170|	PKDONA	2026/8	520.00
						Total For Check # 336911			**520.00**
						Total For Fund 332			**520.00**
						Number of Invoices For Fund 332			**1**

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03/12/2026	337243	1052 L&W SUPPLY CORPORATION	1016692220-001	BLANKET PO FOR BUILDING SUPPLIES	3363006 |570180|		2026/9	1,071.84
					Total For Check # 337243			**1,071.84**
					Total For Fund 336			**1,071.84**
					Number of Invoices For Fund 336			**1**

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/12/2026	337195	957 BOARD OF TESTS	18137	18137 02/25/2026	3413001 |530110|		2026/9	744.00
					Total For Check # 337195			**744.00**
					Total For Fund 341			**744.00**
					Number of Invoices For Fund 341			**1**

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02/26/2026	336793	149 AMERICAN ELECTRIC	959-474-0-9 02162026	FY26 ANNUAL AGREEMENT - SINGLES	3425300 |550250|		2026/8	73.09
			789-381-1-9 01292026	FY26 ANNUAL AGREEMENT SIGNALS	3425300 |550250|		2026/8	3,677.89
			883-018-0-0 02132026	FY26 ANNUAL AGREEMENT 959-883-018-	3425300 |550250|		2026/8	54.48
			158-339-0-2 02162026	FY26 ANNUAL AGREEMENT 956-158-339-	3425300 |550250|		2026/8	95.90
			851-307-0-7 02102026	FY26 ANNUAL AGREEMENT 959-851-307-	3425300 |550250|		2026/8	6.70
					Total For Check # 336793			**3,908.06**
02/26/2026	336823	928 DAVIS H. ELLIOT /OKLAHOMA	55026691	Hwy 51 Pole replace.-Gary Harris	3425300 |540280|		2026/8	4,537.40
					Total For Check # 336823			**4,537.40**
02/26/2026	336866	131 LOCKE SUPPLY COMPANY	57540471-00	BLANKET PO FOR PLUMBING &	3425300 |560350|		2026/8	21.30
					Total For Check # 336866			**21.30**
03/12/2026	337180	149 AMERICAN ELECTRIC	111-611-0-2 03022026	FY26 ANNUAL AGREEMENT - SINGLES	3425300 |550250|		2026/9	29,392.66
			452-844-0-4 03032026	FY26 ANNUAL AGREEMENT SIGNALS	3425300 |550250|		2026/9	2,489.94
					Total For Check # 337180			**31,882.60**
03/12/2026	337207	1292 CONTROL TECHNOLOGIES INC	0083505	Camera repairs-Gary Harris	3425300 |540280|		2026/9	576.80
			0083487	Camera repairs	3425300 |530350|		2026/9	260.27
					Total For Check # 337207			**837.07**
03/05/2026	336983	149 AMERICAN ELECTRIC	343-742-0-7 02182026	FY26 ANNUAL AGREEMENT - 950-343-	3425300 |550250|		2026/9	63.18
			144-898-0-2 02112026	FY26 ANNUAL AGREEMENT 959-144-898-	3425300 |550250|		2026/9	6.70
			167-216094331	167-216094331 FEB 24, 2026	3425300 |540280|		2026/9	9,404.64
			502-247-0-5 02202026	FY26 ANNUAL AGREEMENT - SINGLES	3425300 |550250|		2026/9	56.18
			662-793-0-3 02192026	FY26 ANNUAL AGREEMENT SINGLES	3425300 |550250|		2026/9	159.64
			913-008-1-1 02192026	FY26 ANNUAL AGREEMENT 953-913-008-	3425300 |550250|		2026/9	147.02
					Total For Check # 336983			**9,837.36**
					Total For Fund 342			**51,023.79**
					Number of Invoices For Fund 342			**17**

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02/26/2026	336846	3214	GRADE LINE CONSTRUCTION	PA 2 ST22100	Wedgewood Residential - Project ST22100	3435300 |570150|	ST22100	2026/8	118,573.33
						Total For Check # 336846			**118,573.33**
02/26/2026	336869	3480	MARQUARDT ENGINEERING	PA 8 ST2005	Concrete Panel Replacement Residential	3435300 |570160|	ST2005	2026/8	375.00
				PA 8 ST2005	Concrete Panel Replacement Residential	3435300 |570160|	ST24080	2026/8	500.00
				PA 9 ST24080	Concrete Panel Replacement Residential	3435300 |570160|	ST24080	2026/8	625.00
						Total For Check # 336869			**1,500.00**
03/12/2026	337176	1360	A & A ASPHALT INC.	4780	Cold Mill Asphalt Project for Jeff Johnson	3435300 |570150|	ST24270	2026/9	18,277.40
						Total For Check # 337176			**18,277.40**
03/12/2026	337206	5323	COLUMN SOFTWARE PBC	B6BD5005-0289	B6BD5005-0289 FEB 18, 2026	3435300 |570160|	ST24070	2026/9	321.65
						Total For Check # 337206			**321.65**
03/05/2026	336992	5539	ASH GROVE CEMENT	72185341	CITY COUNCIL APPROVED 10/07/25	3435300 |570150|	ST24270	2026/9	10,356.60
				72185340	CITY COUNCIL APPROVED 10/07/25	3435300 |570150|	ST24270	2026/9	5,285.55
						Total For Check # 336992			**15,642.15**
03/05/2026	337129	744	UNITED RENTALS, INC	259223604-001	259223604-001	3435300 |570150|	ST24270	2026/9	776.00
						Total For Check # 337129			**776.00**
						Total For Fund 343			**155,090.53**
						Number of Invoices For Fund 343			**9**

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02/24/2026	336736	5644	IDEMIA	YARBROUGH 2026	FINGERPRINT NOTARY RENEWAL	3443006 |530110|		2026/8	50.00
						Total For Check # 336736			**50.00**
02/24/2026	336737			FILLMORE 2026	FINGERPRINT NOTARY RENEWAL	3443006 |530110|		2026/8	50.00
						Total For Check # 336737			**50.00**
02/26/2026	336738	5648	AMANDA LONG	PDR 03142026	PER DIEM-CS ENGAGE-NATIONAL	3443010 |550030|		2026/8	276.00
						Total For Check # 336738			**276.00**
02/26/2026	336747	1505	KARIN WITTE	PDR 03142026	PER DIEM-CS ENGAGE-NATIONAL	3443010 |550030|		2026/8	230.00
						Total For Check # 336747			**230.00**
02/26/2026	336748	3114	KELSEY JONES WRIGHT	PDR 03052026	PER DIEM-IACP OSW CONF MAR 5-8,	3443001 |550030|		2026/8	280.00
						Total For Check # 336748			**280.00**
02/26/2026	336775	2669	SHANE GIBSON	PDR 03052026	PER DIEM-IACP OSW CONF2026-MAR5-	3443001 |550030|		2026/8	280.00
						Total For Check # 336775			**280.00**
02/26/2026	336776	360	STEVE BRADLEY	PDR 03142026	PER DIEM- CS ENGAGE-NATIONAL	3443006 |550030|		2026/8	276.00
						Total For Check # 336776			**276.00**
02/26/2026	336777	3472	TANNER GOODWIN	PDR 03052026	PER DIEM-IACP OSW CONF MAR 5-8,	3443001 |550030|		2026/8	280.00
						Total For Check # 336777			**280.00**
02/26/2026	336781	1696	TRICIA COOK	PDR 03092026	PER DIEM-NACON MAR 9-12,2026	3443001 |550030|		2026/8	232.00
						Total For Check # 336781			**232.00**
02/26/2026	336783	4533	WILLIAM KEITH COOK	PDR 03142026	PER DIEM- CS ENGAGE-NATIONAL	3443001 |550030|		2026/8	276.00
						Total For Check # 336783			**276.00**
02/26/2026	336788	4196	K2K LLC	8590	8590 02/18/2026	3443009 |530870|		2026/8	1,197.00
						Total For Check # 336788			**1,197.00**
02/26/2026	336791	4919	ADEMCO INC.	302381677	302381677	3443009 |540070|		2026/8	328.99
						Total For Check # 336791			**328.99**
02/26/2026	336792	489	ADMIRAL EXPRESS LLC	209759-S	209759-S	3443006 |560030|		2026/8	25.99
						Total For Check # 336792			**25.99**

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02/26/2026	336793	149	AMERICAN ELECTRIC	086-363-1-7 02162026	FY26 ANNUAL AGREEMENT -951-086-363-	3443001 |550250|		2026/8	29.35
						Total For Check #	**336793**		**29.35**
02/26/2026	336814	576	CDW GOVERNMENT	AI1DP6G	Additional Quantity of Citation Printers	3443001 |560240|		2026/8	636.24
						Total For Check #	**336814**		**636.24**
02/26/2026	336816	37	CINTAS CORPORATION	5319745505	BLANKET PO FOR ALL DEPARTMENT	3443009 |560230|		2026/8	62.42
						Total For Check #	**336816**		**62.42**
02/26/2026	336817	1391	CLEAN THE UNIFORM CO	52179446	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/8	4.71
						Total For Check #	**336817**		**4.71**
02/26/2026	336820	882	COX COMMUNICATIONS	076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	3443001 |550540|		2026/8	464.83
				076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	3443009 |550540|		2026/8	5.27
				76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	3443001 |550540|		2026/8	464.83
				76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	3443009 |550540|		2026/8	5.27
						Total For Check #	**336820**		**940.20**
02/26/2026	336826	1205	EMBLEMS INC	50999	Mounted Patrol Uniform Patches with Velcro	3443001 |560480|		2026/8	379.00
						Total For Check #	**336826**		**379.00**
02/26/2026	336838	5628	GALLUP, INC.	100148954	100148954 02/15/2026	3443001 |530870|		2026/8	5,199.50
						Total For Check #	**336838**		**5,199.50**
02/26/2026	336856	1582	IMPERIAL LLC	81286	PO FOR COFFEE PURCHASES	3443001 |560230|		2026/8	202.84
						Total For Check #	**336856**		**202.84**
02/26/2026	336858	4736	DUSTIN MANLY	10001419	100001419 02/16/2026	3443001 |540070|		2026/8	111.50
				10001432	100001432 02/17/2026	3443001 |540070|		2026/8	800.00
						Total For Check #	**336858**		**911.50**
02/26/2026	336861	5131	KEVIN BEHE	15644	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	3.69
				15644	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.24
				15601	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	3.70
				15601	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.24
				15557	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	3.69
				15557	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.24

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			15592	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	2.96
			15592	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.19
			15588	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	3.69
			15588	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.24
			15600	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	3.70
			15600	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.24
			15599	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	3.69
			15599	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.24
			15598	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	3.70
			15598	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.24
			15602	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	3.69
			15602	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.24
			15597	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	4.80
			15597	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.31
			15596	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	4.80
			15596	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.31
			15595	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	3.70
			15595	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.24
			15594	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	2.96
			15594	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.19
			14988	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	2.96
			14988	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.19
			14992	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	2.96
			14992	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.19
			14993	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	3.69
			14993	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.24
			14994	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	4.80
			14994	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.31
			14995	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	4.80
			14995	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.31
			14996	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	3.70
			14996	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.24
			14999	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	3.70
			14999	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.24
			15000	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	3.69
			15000	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.24
			15050	CITY COUNCIL 07/14/25	3443001 |540070|	2026/8	2.22
			15050	CITY COUNCIL 07/14/25	3443009 |540070|	2026/8	0.14

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				15052	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	2.96
				15052	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.19
				15160	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	2.22
				15160	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.14
				15190	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	3.69
				15190	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.24
				15240	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	2.96
				15240	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.19
				15261	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	3.69
				15261	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.24
				15267	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	4.80
				15267	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.31
						Total For Check #	**336861**		**108.18**
02/26/2026	336867	2355	LOCKEDINRN	02162026	VISITING NURSE 02/16-20/2026	3443008 |530870|		2026/8	307.08
						Total For Check #	**336867**		**307.08**
02/26/2026	336874	5631	MOBILE LOCKSMITH EXPRESS	42002	unit # 1390	3443001 |540200|		2026/8	425.00
						Total For Check #	**336874**		**425.00**
02/26/2026	336878	25	NAPA AUTO PARTS	023644	F000702	3443001 |560190|		2026/8	148.60
				023668	7302442	3443001 |560200|		2026/8	29.68
				023678	6737303	3443001 |560200|		2026/8	333.42
				023678	6509	3443001 |560200|		2026/8	51.96
				23694	100255	3443001 |560200|		2026/8	4.25
				23694	20811	3443001 |560210|		2026/8	24.39
				23694	115	3443001 |560210|		2026/8	15.50
				23694	0W20BULK	3443001 |560210|		2026/8	28.64
				23695	7060	3443001 |560200|		2026/8	4.25
				23695	4017	3443001 |560200|		2026/8	8.00
				23695	9756	3443001 |560200|		2026/8	14.86
				23695	20811	3443001 |560210|		2026/8	24.39
				23695	115	3443001 |560210|		2026/8	15.50
				23695	5W20BULK	3443001 |560210|		2026/8	23.66
				23695	2413	3443001 |560230|		2026/8	6.34
				23696	7060	3443001 |560200|		2026/8	4.25
				23696	4048	3443001 |560200|		2026/8	8.88
				23696	9746	3443001 |560200|		2026/8	19.29

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				23696	20811	3443001 |560210|		2026/8	24.39
				23696	115	3443001 |560210|		2026/8	15.50
				23696	5W20BULK	3443001 |560210|		2026/8	23.66
				23697	100255	3443001 |560200|		2026/8	4.25
				23697	4211	3443001 |560200|		2026/8	14.22
				23697	200942	3443001 |560200|		2026/8	15.75
				23697	20811	3443001 |560210|		2026/8	24.39
				23697	115	3443001 |560210|		2026/8	15.50
				23697	0W20BULK	3443001 |560210|		2026/8	28.64
				23699	7060	3443001 |560200|		2026/8	4.25
				23699	20811	3443001 |560210|		2026/8	24.39
				23699	115	3443001 |560210|		2026/8	15.50
				23699	5W20BULK	3443001 |560210|		2026/8	23.66
				23700	4211	3443001 |560200|		2026/8	-14.22
				23700	200942	3443001 |560200|		2026/8	-15.75
				23703	68453659AC	3443001 |560200|		2026/8	327.78
				23709	ACT905A	3443001 |560200|		2026/8	54.84
				23710	7502	3443001 |560200|		2026/8	8.50
				23710	20811	3443001 |560210|		2026/8	24.39
				23710	115	3443001 |560210|		2026/8	15.50
				23710	5W20BULK	3443001 |560210|		2026/8	40.56
				23711	598	3443001 |560200|		2026/8	8.88
				23719	7502	3443001 |560200|		2026/8	4.25
				23719	20811	3443001 |560210|		2026/8	24.39
				23719	115	3443001 |560210|		2026/8	15.50
				23719	5W20BULK	3443001 |560210|		2026/8	20.28
				23720	7502	3443001 |560200|		2026/8	4.25
				23720	20811	3443001 |560210|		2026/8	24.39
				23720	115	3443001 |560210|		2026/8	15.50
				23720	5W20BULK	3443001 |560210|		2026/8	20.28
						Total For Check #	**336878**		**1,579.28**
02/26/2026	336883	49	OKLAHOMA DEPT OF PUBLIC	LET-021906	LET-021906 JAN 2026	3443006 |550540|		2026/8	3,805.00
				LET-020669	LET-020669 OCT 15, 2025	3443006 |550540|		2026/8	3,685.00
						Total For Check #	**336883**		**7,490.00**
02/26/2026	336884	98	OKLAHOMA NATURAL GAS CO	110008282 01142026	213245197 1100082 82 01/14/2026	3443001 |550240|		2026/8	296.86
				110008282 02132026	213245197 1100082 82 02/13/2026	3443001 |550240|		2026/8	395.50

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				252838500 01142026	213245206 2528385 00 01/14/2026	3443009 |550240|		2026/8	292.91
				252838500 02132026	213245206 2528385 00 02/13/2026	3443009 |550240|		2026/8	322.51
				114839300 02132026	210157046 1148393 00 02/13/2026	3443001 |550240|		2026/8	234.39
						Total For Check # 336884			**1,542.17**
02/26/2026	336910	4917	FIRST RESPONDER	191236-1	Patrol and Dress Uniforms Academy Class	3443001 |560100|		2026/8	102.99
						Total For Check # 336910			**102.99**
02/26/2026	336912	4045	STEPHANIE BRADLEY	269	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/8	905.00
						Total For Check # 336912			**905.00**
02/26/2026	336916	5285	SUPER KLEAN CAR WASH	JANUARY 2026	Car Washes invoiced once per month to be	3443001 |540200|		2026/8	615.00
						Total For Check # 336916			**615.00**
02/26/2026	336922	3877	OLEN MASINGALE	INV 2026-0012	Backflow preventer replacement	3443009 |540070|		2026/8	1,930.00
						Total For Check # 336922			**1,930.00**
02/26/2026	336925	949	TULSA WINNELSON COMPANY	683436 01	BLANKET PO MISC. PLUMBING	3443001 |560180|		2026/8	121.04
						Total For Check # 336925			**121.04**
03/12/2026	337144	1319	COMMUNITY CARE EAP	192183	Payroll Run 1 - Warrant 260227	344 |218560|		2026/8	252.52
						Total For Check # 337144			**252.52**
03/12/2026	337147	2287	JAMES TAYLOR	PDR 03222026	PER DIEM-BASIC SRO	3443001 |550030|		2026/9	340.00
						Total For Check # 337147			**340.00**
03/12/2026	337149	4013	JOSE DIAZ	PDR 03222026	PER DIEM-BASIC SRO	3443001 |550030|		2026/9	340.00
						Total For Check # 337149			**340.00**
03/12/2026	337153	159	PRE-PAID LEGAL SERVICES,	192180	Payroll Run 1 - Warrant 260227	344 |218100|		2026/8	1,004.78
						Total For Check # 337153			**1,004.78**
03/12/2026	337173	1987	SURENCY LIFE & HEALTH INS.	192185	Payroll Run 1 - Warrant 260227	344 |218460|		2026/8	299.00
						Total For Check # 337173			**299.00**
03/12/2026	337174	2292	TIFFANY JESSIE KOCH	PDR 03222026	PER DIEM-BASIC SRO COURSE,	3443001 |550030|		2026/9	340.00
						Total For Check # 337174			**340.00**

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03/12/2026	337178	1233	ACTION TARGET INC	154807-1	154807-1 03/02/2026	3443001 |540290|		2026/9	2,600.00
						Total For Check # 337178			**2,600.00**
03/12/2026	337180	149	AMERICAN ELECTRIC	234-103-0-2 03032026	FY26 ANNUAL AGREEMENT 959-234-103-	3443001 |550250|		2026/9	17,578.42
				234-103-0-2 03032026	FY26 ANNUAL AGREEMENT 959-234-103-	3443009 |550250|		2026/9	1,793.32
						Total For Check # 337180			**19,371.74**
03/12/2026	337185	4935	AMAZON.COM SALES INC	14XN-QRXP-JDYK	Additional Items for CaptainTener	3443001 |560230|		2026/9	23.58
				1K4Y-D9M9-PCVV	Stationary Items for the Front Reception	3443010 |560030|		2026/9	41.52
						Total For Check # 337185			**65.10**
03/12/2026	337199	19	BROKEN ARROW ELECTRIC	S3464667.001	BLANKET PO FOR MISC ELECTRICAL	3443001 |560180|		2026/9	31.98
				S3466189.001	BLANKET PO FOR MISC ELECTRICAL	3443001 |560180|		2026/9	145.92
						Total For Check # 337199			**177.90**
03/12/2026	337200	204	BROKEN ARROW PUBLIC	2026-099-043	2026-099-043 MARCH 2, 2026	3443001 |550100|		2026/9	3,666.64
						Total For Check # 337200			**3,666.64**
03/12/2026	337202	5454	CARDS NEO, LLC	343476	Trash/Recycling Service for PSC FY26	3443001 |540070|		2026/9	302.50
						Total For Check # 337202			**302.50**
03/12/2026	337204	996	CITY OF BROKEN ARROW	190662	Payroll Run 1 - Warrant 260213	344 |218180|		2026/8	762.51
				190662	Payroll Run 1 - Warrant 260213	344 |218360|		2026/8	6,360.37
				192182	Payroll Run 1 - Warrant 260227	344 |218180|		2026/8	762.51
				192182	Payroll Run 1 - Warrant 260227	344 |218360|		2026/8	6,360.37
						Total For Check # 337204			**14,245.76**
03/12/2026	337205	1391	CLEAN THE UNIFORM CO	52181640	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/9	4.71
				52181639	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/9	4.71
						Total For Check # 337205			**9.42**
03/12/2026	337228	5440	HHM FACILITY MANAGEMENT,	169637	CUSTODIAL BID# 25.161	3443001 |540070|		2026/9	189.88
				169637	CUSTODIAL BID# 25.161	3443008 |540070|		2026/9	46.03
				169637	CUSTODIAL BID# 25.161	3443009 |540070|		2026/9	28.77
				169636	CUSTODIAL BID# 25.161	3443001 |540070|		2026/9	110.77
				169636	CUSTODIAL BID# 25.161	3443008 |540070|		2026/9	26.85
				169636	CUSTODIAL BID# 25.161	3443009 |540070|		2026/9	16.78
				169635	CUSTODIAL BID# 25.161	3443001 |540070|		2026/9	25.71

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			169635	CUSTODIAL BID# 25.161	3443008 |540070|		2026/9	6.23
			169635	CUSTODIAL BID# 25.161	3443009 |540070|		2026/9	3.90
			169645	CUSTODIAL BID# 25.161	3443001 |540070|		2026/9	593.39
			169645	CUSTODIAL BID# 25.161	3443008 |540070|		2026/9	143.85
			169645	CUSTODIAL BID# 25.161	3443009 |540070|		2026/9	89.91
			169644	CUSTODIAL BID# 25.161	3443001 |540070|		2026/9	69.23
			169644	CUSTODIAL BID# 25.161	3443008 |540070|		2026/9	16.78
			169644	CUSTODIAL BID# 25.161	3443009 |540070|		2026/9	10.49
			169643	CUSTODIAL BID# 25.161	3443001 |540070|		2026/9	296.69
			169643	CUSTODIAL BID# 25.161	3443008 |540070|		2026/9	71.93
			169643	CUSTODIAL BID# 25.161	3443009 |540070|		2026/9	44.95
			169642	CUSTODIAL BID# 25.161	3443001 |540070|		2026/9	79.12
			169642	CUSTODIAL BID# 25.161	3443008 |540070|		2026/9	19.18
			169642	CUSTODIAL BID# 25.161	3443009 |540070|		2026/9	11.99
			169641	CUSTODIAL BID# 25.161	3443001 |540070|		2026/9	47.47
			169641	CUSTODIAL BID# 25.161	3443008 |540070|		2026/9	11.51
			169641	CUSTODIAL BID# 25.161	3443009 |540070|		2026/9	7.19
			169640	CUSTODIAL BID# 25.161	3443001 |540070|		2026/9	979.08
			169640	CUSTODIAL BID# 25.161	3443008 |540070|		2026/9	237.36
			169640	CUSTODIAL BID# 25.161	3443009 |540070|		2026/9	148.34
			169639	CUSTODIAL BID# 25.161	3443001 |540070|		2026/9	247.24
			169639	CUSTODIAL BID# 25.161	3443008 |540070|		2026/9	59.94
			169639	CUSTODIAL BID# 25.161	3443009 |540070|		2026/9	37.46
			169638	CUSTODIAL BID# 25.161	3443001 |540070|		2026/9	197.79
			169638	CUSTODIAL BID# 25.161	3443008 |540070|		2026/9	47.95
			169638	CUSTODIAL BID# 25.161	3443009 |540070|		2026/9	29.97
			169634	CUSTODIAL BID# 25.161	3443001 |540070|		2026/9	276.91
			169634	CUSTODIAL BID# 25.161	3443008 |540070|		2026/9	67.13
			169634	CUSTODIAL BID# 25.161	3443009 |540070|		2026/9	41.96
			169633	CUSTODIAL BID# 25.161	3443001 |540070|		2026/9	316.47
			169633	CUSTODIAL BID# 25.161	3443008 |540070|		2026/9	76.72
			169633	CUSTODIAL BID# 25.161	3443009 |540070|		2026/9	47.95
			169632	CUSTODIAL BID# 25.161	3443001 |540070|		2026/9	356.03
			169632	CUSTODIAL BID# 25.161	3443008 |540070|		2026/9	86.31
			169632	CUSTODIAL BID# 25.161	3443009 |540070|		2026/9	53.94
			169631	CUSTODIAL BID# 25.161	3443001 |540070|		2026/9	70.22
			169631	CUSTODIAL BID# 25.161	3443008 |540070|		2026/9	17.02
			169631	CUSTODIAL BID# 25.161	3443009 |540070|		2026/9	10.64

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					Total For Check # 337228			**5,375.03**
03/12/2026	337233	115 INCOG	E-002478	E-002478 03/01/2026	3443006 |550220|		2026/9	13,806.74
					Total For Check # 337233			**13,806.74**
03/12/2026	337235	4736 DUSTIN MANLY	10001136	10001136 NOV 19, 2025	3443001 |540070|		2026/9	678.50
			10001354	100001354 01/30/2026	3443009 |540070|		2026/9	250.00
			100001396	10001396 02/11/2026	3443001 |540070|		2026/9	850.00
					Total For Check # 337235			**1,778.50**
03/12/2026	337238	5131 KEVIN BEHE	15704	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	2.22
			15704	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.14
			15699	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	3.69
			15699	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.24
			15698	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	3.69
			15698	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.24
			15696	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	2.96
			15696	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.19
			15697	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	3.69
			15697	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.24
			15709	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	2.96
			15709	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.19
			15706	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	2.96
			15706	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.19
			15708	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	4.43
			15708	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.28
			15705	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	4.80
			15705	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.31
			15707	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	2.96
			15707	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.19
			15711	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	9.61
			15711	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.62
			15702	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	4.43
			15702	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.28
			15710	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	2.22
			15710	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.14
			15703	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	4.43
			15703	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.29

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				15712	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	3.69
				15712	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.24
						Total For Check # 337238			**62.52**
03/12/2026	337240	3876	KRISTI WITTLICH	02282026	Professional Services Veterinary Consult	3443009 |530870|		2026/9	427.00
				2025129 03022026	Professional Services Veterinary Consult	3443009 |530870|		2026/9	23.65
						Total For Check # 337240			**450.65**
03/12/2026	337246	614	LIGHTING INC/BROKEN ARROW	S3464650.001	BLANKET PO FOR MISC. LIGHTING	3443001 |560180|		2026/9	236.42
				S3461455.001	BLANKET PO FOR MISC. LIGHTING	3443001 |560180|		2026/9	92.97
						Total For Check # 337246			**329.39**
03/12/2026	337248	2355	LOCKEDINRN	031626	Visiting Nurse	3443008 |530870|		2026/9	307.08
						Total For Check # 337248			**307.08**
03/12/2026	337254	25	NAPA AUTO PARTS	23730	2413	3443001 |560200|		2026/9	6.34
				23730	860	3443001 |560200|		2026/9	21.88
				23730	FT8997	3443001 |560200|		2026/9	59.46
				23730	FT8998	3443001 |560200|		2026/9	58.64
				23734	F2GZ1A189A	3443001 |560190|		2026/9	74.33
				23738	7060	3443001 |560200|		2026/9	4.25
				23738	4017	3443001 |560200|		2026/9	8.00
				23738	9756	3443001 |560200|		2026/9	14.86
				23738	20811	3443001 |560210|		2026/9	24.39
				23738	115	3443001 |560210|		2026/9	15.50
				23738	5W20BULK	3443001 |560210|		2026/9	23.66
				23740	100255	3443001 |560200|		2026/9	4.25
				23740	20811	3443001 |560210|		2026/9	24.39
				23740	115	3443001 |560210|		2026/9	15.50
				23740	0W20BULK	3443001 |560210|		2026/9	28.64
				23741	FT881774	3443001 |560200|		2026/9	184.74
				23751	2413	3443001 |560200|		2026/9	6.34
				23751	7060	3443001 |560200|		2026/9	4.25
				23751	20811	3443001 |560210|		2026/9	24.39
				23751	115	3443001 |560210|		2026/9	15.50
				23751	5W20BULK	3443001 |560210|		2026/9	23.66
				23759	5113	3443001 |560200|		2026/9	16.71
				23759	84032	3443001 |560210|		2026/9	48.78

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			23769	2413	3443001 |560200|		2026/9	6.34
			23769	FT8825	3443001 |560200|		2026/9	56.16
			23769	FT8855	3443001 |560200|		2026/9	57.24
			23774	MTP65HD	3443001 |560200|		2026/9	155.20
			23906	2413	3443001 |560200|		2026/9	6.34
			23906	860	3443001 |560200|		2026/9	21.88
			23906	FT9656	3443001 |560200|		2026/9	64.03
			23914	100255	3443001 |560200|		2026/9	4.25
			23914	20811	3443001 |560210|		2026/9	24.39
			23914	115	3443001 |560210|		2026/9	15.50
			23914	0W20BULK	3443001 |560210|		2026/9	28.64
			23915	7060	3443001 |560200|		2026/9	4.25
			23915	20811	3443001 |560210|		2026/9	24.39
			23915	115	3443001 |560210|		2026/9	15.50
			23915	5W20BULK	3443001 |560210|		2026/9	23.66
			23916	7060	3443001 |560200|		2026/9	4.25
			23916	4048	3443001 |560200|		2026/9	8.88
			23916	9746	3443001 |560200|		2026/9	19.29
			23916	RTU1EXT	3443001 |560210|		2026/9	8.61
			23916	115	3443001 |560210|		2026/9	15.50
			23916	20811	3443001 |560210|		2026/9	24.39
			23916	5W20BULK	3443001 |560210|		2026/9	23.66
			23917	7060	3443001 |560200|		2026/9	4.25
			23917	20811	3443001 |560210|		2026/9	24.39
			23917	115	3443001 |560210|		2026/9	15.50
			23917	5W20BULK	3443001 |560210|		2026/9	23.66
			23917	2413	3443001 |560230|		2026/9	6.34
			23941	F000702	3443001 |560190|		2026/9	594.40
			24105	F000702	3443001 |560190|		2026/9	148.60
			24106	MTX94RH7	3443001 |560200|		2026/9	226.16
			24106	ECR2032BP	3443001 |560200|		2026/9	6.08
			24107	F000702	3443001 |560190|		2026/9	148.60
			24109	7502	3443001 |560200|		2026/9	4.25
			24109	20811	3443001 |560210|		2026/9	24.39
			24109	115	3443001 |560210|		2026/9	15.50
			24109	5W20BULK	3443001 |560210|		2026/9	20.28
			24110	7502	3443001 |560200|		2026/9	4.25
			24110	20811	3443001 |560210|		2026/9	24.39

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				24110	115	3443001 |560210|		2026/9	15.50
				24110	5W20BULK	3443001 |560210|		2026/9	20.28
				24111	7502	3443001 |560200|		2026/9	4.25
				24111	115	3443001 |560210|		2026/9	15.50
				24111	20811	3443001 |560210|		2026/9	24.39
				24111	5W20BULK	3443001 |560210|		2026/9	20.28
				24112	7502	3443001 |560200|		2026/9	4.25
				24112	20811	3443001 |560210|		2026/9	24.39
				24112	115	3443001 |560210|		2026/9	15.50
				24112	5W20BULK	3443001 |560210|		2026/9	20.28
				24113	7502	3443001 |560200|		2026/9	4.25
				24113	20811	3443001 |560210|		2026/9	24.39
				24113	115	3443001 |560210|		2026/9	15.50
				24113	5W30BULK	3443001 |560210|		2026/9	26.67
				24116	7060	3443001 |560200|		2026/9	4.25
				24116	20811	3443001 |560210|		2026/9	24.39
				24116	115	3443001 |560210|		2026/9	15.50
				24116	5W20BULK	3443001 |560210|		2026/9	23.66
				24130	7060	3443001 |560200|		2026/9	4.25
				24130	20811	3443001 |560210|		2026/9	24.39
				24130	115	3443001 |560210|		2026/9	15.50
				24130	5W20BULK	3443001 |560210|		2026/9	23.66
				24140	F000702	3443001 |560190|		2026/9	297.20
						Total For Check # 337254			**3,280.08**
03/12/2026	337255			23721	7302065	3443001 |560200|		2026/9	15.63
				23767	PKA0F3	3443001 |560200|		2026/9	7.28
				23920	FT9673	3443001 |560200|		2026/9	57.93
				23927	7060	3443001 |560200|		2026/9	4.25
				23927	115	3443001 |560210|		2026/9	15.50
				23927	5W20BULK	3443001 |560210|		2026/9	23.66
				24120	IC930	3443001 |560200|		2026/9	56.66
				24124	FT8855	3443001 |560200|		2026/9	57.24
				024262	8300	3443001 |560210|		2026/9	3.78
				024268	2133866	3443001 |560200|		2026/9	49.21
						Total For Check # 337255			**291.14**
03/12/2026	337257	1134	NORTH AMERICAN RESCUE LLC	IN963979	Restock of CPR Bag Masks	3443001 |560230|		2026/9	1,707.68

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						Total For Check # 337257			**1,707.68**
03/12/2026	337260	98	OKLAHOMA NATURAL GAS CO	267746591 03172026	MASTER BILL 03/02/2026	3443001 |550240|		2026/9	691.54
				267746591 03172026	MASTER BILL 03/02/2026	3443001 |550240|		2026/9	32.47
				267746591 03172026	MASTER BILL 03/02/2026	3443001 |550240|		2026/9	572.62
						Total For Check # 337260			**1,296.63**
03/12/2026	337263	96	OTA PIKEPASS CENTER	20260296407	20260296407 03/01/2026	3443001 |550030|		2026/9	120.87
						Total For Check # 337263			**120.87**
03/12/2026	337271	5481	RINGCENTRAL, INC.	CD_001336428	Ring Central MRC for Fiscal 26	3443001 |550220|		2026/9	2,993.57
				CD_001367876	Ring Central MRC for Fiscal 26	3443001 |550220|		2026/9	2,993.57
						Total For Check # 337271			**5,987.14**
03/12/2026	337277	335	SERVICE OKLAHOMA	L0964466744	L0964466744 03/03/2026	3443001 |560230|		2026/9	51.00
						Total For Check # 337277			**51.00**
03/12/2026	337284	4917	FIRST RESPONDER	189998-1	Damaged Recruit Uniform Items-	3443001 |560100|		2026/9	134.91
						Total For Check # 337284			**134.91**
03/12/2026	337285	1447	SOUTHWEST SOLUTIONS	34143-1	34143-1 03/02/2026	3443001 |540290|		2026/9	842.00
						Total For Check # 337285			**842.00**
03/12/2026	337286	4045	STEPHANIE BRADLEY	272	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/9	505.00
						Total For Check # 337286			**505.00**
03/12/2026	337289	4760	AUTOMOTIVE INDUSTRIES LLC	57420	UNIT # 2310	3443001 |540200|		2026/9	3,345.91
						Total For Check # 337289			**3,345.91**
03/12/2026	337300	2487	TYLER TECHNOLOGIES INC	025-528714	GEOSAFE Tyler Interface	3443006 |540550|		2026/9	4,333.33
				025-528986	GEOSAFE Tyler Interface	3443006 |540550|		2026/9	250.00
						Total For Check # 337300			**4,583.33**
03/12/2026	337306	1169	VERIZON	6136605586	6136605586 JAN 22-FEB 21, 2026	3443001 |550540|		2026/9	40.01
				6136605586	6136605586 JAN 22-FEB 21, 2026	3443001 |550540|		2026/9	40.01
				6136605586	6136605586 JAN 22-FEB 21, 2026	3443001 |550540|		2026/9	45.02
						Total For Check # 337306			**125.04**

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03/12/2026	337312	1095	WINDSTREAM HOLDINGS II LLC	100429341 03042026	FY26 ANNUAL AGREEMENT	3443001 |550220|		2026/9	6,967.86
						Total For Check # 337312			**6,967.86**
03/05/2026	336940	856	AMERICAN FIDELITY	192181	Payroll Run 1 - Warrant 260227	344 |218420|		2026/8	200.28
				192181	Payroll Run 1 - Warrant 260227	344 |218430|		2026/8	180.50
						Total For Check # 336940			**380.78**
03/05/2026	336943	2284	CASSANDRA BUHLER	PDR 03182026	PER DIEM OMAG LELA MAR 18, 2026	3443001 |550030|		2026/9	34.00
						Total For Check # 336943			**34.00**
03/05/2026	336945	4633	COLONIAL LIFE & ACCIDENT	192186	Payroll Run 1 - Warrant 260227	344 |218590|		2026/8	2,794.92
						Total For Check # 336945			**2,794.92**
03/05/2026	336949	1550	GENESIS HEALTH CLUBS	192184	Payroll Run 1 - Warrant 260227	344 |218150|		2026/8	639.30
						Total For Check # 336949			**639.30**
03/05/2026	336950	1527	JONATHAN KLECKA	113-4319155-0739426	REMEMBERANCE BLANKET	3443001 |550890|		2026/9	72.79
						Total For Check # 336950			**72.79**
03/05/2026	336952	4905	METROPOLITAN LIFE	192187	Payroll Run 1 - Warrant 260227	344 |218340|		2026/8	1,209.34
				192187	Payroll Run 1 - Warrant 260227	344 |218480|		2026/8	3,934.74
				192187	Payroll Run 1 - Warrant 260227	344 |218590|		2026/8	683.30
						Total For Check # 336952			**5,827.38**
03/05/2026	336974	5635	VISION SERVICE PLAN	192188	Payroll Run 1 - Warrant 260227	344 |218240|		2026/8	4,129.82
						Total For Check # 336974			**4,129.82**
03/05/2026	336977	1335	911 CUSTOM	63572	63572 FEB 6, 2026	3443001 |560200|		2026/9	1,145.32
						Total For Check # 336977			**1,145.32**
03/05/2026	336983	149	AMERICAN ELECTRIC	757-559-0-9 02192026	FY26 ANNUAL AGREEMENT SINGLES	3443001 |550250|		2026/9	248.61
						Total For Check # 336983			**248.61**
03/05/2026	336985	4935	AMAZON.COM SALES INC	113G-R4YN-CW1Y	Replacement Rotor Blades for SOT Drones	3443001 |560230|		2026/9	89.50
				1W69-PQVQ-HLW1	Battery Backup for Karin Witte	3443010 |560240|		2026/9	172.76
				13Y7-PFVY-QPXJ	Additional Phone Cases for Keith Cook	3443001 |560230|		2026/9	457.20
				1P93-3GP6-HFG1	Tape Dispenser for CSI	3443001 |560030|		2026/9	82.79
				1LDQ-1LWW-YTDN	Supplies for power wash	3443009 |560300|		2026/9	45.11

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				13CN-C6GV-9JJV	Cables and Screen Protectors for Geosafe	3443001 |560230|		2026/9	44.55
						Total For Check # 336985			**891.91**
03/05/2026	337001	5101	BRIAN L POPLIN	11	Restock of Blank Ammunition for Mounted	3443001 |560480|		2026/9	357.75
				12	Ammo Blanks .45 Full Load	3443001 |560480|		2026/9	256.00
						Total For Check # 337001			**613.75**
03/05/2026	337003	2910	BROKEN ARROW CHAMBER OF	80845	80845	3443001 |530110|		2026/9	200.00
						Total For Check # 337003			**200.00**
03/05/2026	337004	19	BROKEN ARROW ELECTRIC	S3461894.001	BLANKET PO FOR MISC ELECTRICAL	3443001 |560180|		2026/9	247.95
						Total For Check # 337004			**247.95**
03/05/2026	337010	37	CINTAS CORPORATION	5317620802	BLANKET PO FOR ALL DEPARTMENT	3443008 |560230|		2026/9	148.39
						Total For Check # 337010			**148.39**
03/05/2026	337011	1391	CLEAN THE UNIFORM CO	52179445	Rugs for the Animal Shelter	3443009 |540330|		2026/9	3.92
				52179927	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/9	15.30
						Total For Check # 337011			**19.22**
03/05/2026	337029	1231	AT&T MOBILITY LLC	DVR012026	DVR012026 FEB4, 2026 ACCT#	3443001 |550540|		2026/9	2,871.50
						Total For Check # 337029			**2,871.50**
03/05/2026	337046	4320	HILL'S PET NUTRITION SALES	256313519	Dog food for the shelter.	3443009 |560230|		2026/9	205.94
						Total For Check # 337046			**205.94**
03/05/2026	337050	23	J D YOUNG COMPANY INC	1320693	LEASE & USAGE CHARGE FY26	3443001 |540330|		2026/9	384.45
				1320693	LEASE & USAGE CHARGE FY26	3443006 |540330|		2026/9	94.06
				1320693	LEASE & USAGE CHARGE FY26	3443008 |540330|		2026/9	87.60
				1320693	LEASE & USAGE CHARGE FY26	3443009 |540330|		2026/9	87.60
				1320693	LEASE & USAGE CHARGE FY26	3443010 |540330|		2026/9	208.24
				1320693	LEASE & USAGE CHARGE FY26	3443001 |540550|		2026/9	312.50
				1320693	LEASE & USAGE CHARGE FY26	3443006 |540550|		2026/9	18.77
				1320693	LEASE & USAGE CHARGE FY26	3443009 |540550|		2026/9	7.56
				1320693	LEASE & USAGE CHARGE FY26	3443010 |540550|		2026/9	58.66
				1320693	LEASE & USAGE CHARGE FY26	3443001 |560230|		2026/9	9.04
				1320693	LEASE & USAGE CHARGE FY26	3443006 |560230|		2026/9	2.21
				1320693	LEASE & USAGE CHARGE FY26	3443008 |560230|		2026/9	4.51

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			1320693	LEASE & USAGE CHARGE FY26	3443009 |560230|		2026/9	2.21
			1320693	LEASE & USAGE CHARGE FY26	3443010 |560230|		2026/9	2.21
					Total For Check # 337050			**1,279.62**
03/05/2026	337054	5131 KEVIN BEHE	15587	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	2.96
			15587	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.19
			15583	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	2.96
			15583	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.19
			15591	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	2.96
			15591	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.19
			15590	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	3.69
			15590	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.24
			15589	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	2.96
			15589	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.19
			15561	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	2.22
			15561	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.14
			15593	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	2.96
			15593	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.19
			15553	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	3.69
			15553	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.24
			15700	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	2.22
			15700	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.14
			15701	CITY COUNCIL 07/14/25	3443001 |540070|		2026/9	4.43
			15701	CITY COUNCIL 07/14/25	3443009 |540070|		2026/9	0.29
					Total For Check # 337054			**33.05**
03/05/2026	337061	2355 LOCKEDINRN	02/23/2026	Visiting Nurse 2/23-27/2026	3443008 |530870|		2026/9	307.08
					Total For Check # 337061			**307.08**
03/05/2026	337063	279 LYNN PEAVEY CO	424971	Restock of Property Room Supplies	3443008 |560230|		2026/9	938.19
					Total For Check # 337063			**938.19**
03/05/2026	337073	25 NAPA AUTO PARTS	23896	7060	3443001 |560200|		2026/9	4.25
			23896	4048	3443001 |560200|		2026/9	8.88
			23896	9746	3443001 |560200|		2026/9	19.29
			23896	9005N	3443001 |560200|		2026/9	8.10
			23896	20811	3443001 |560210|		2026/9	24.39
			23896	115	3443001 |560210|		2026/9	15.50

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			23896	5W20BULK	3443001 |560210|		2026/9	23.66
			023412	TOYO318050	3443001 |560190|		2026/9	673.48
			023426	F2GZ1A189A	3443001 |560190|		2026/9	148.66
			023444	F008921	3443001 |560190|		2026/9	178.02
			23636	BB5Z7803144AA	3443001 |560200|		2026/9	68.29
			23636	BB5Z7803144BB	3443001 |560200|		2026/9	68.29
			23639	68425215AB	3443001 |560200|		2026/9	1,534.72
			023967	MTP49H8	3443001 |560200|		2026/9	142.49
			023972	G14787	3443001 |560190|		2026/9	179.28
					Total For Check # 337073			**3,097.30**
03/05/2026	337074		23867	44039	3443001 |560200|		2026/9	68.19
			23867	RTU1DEX	3443001 |560210|		2026/9	18.60
			23868	100255	3443001 |560200|		2026/9	4.25
			23868	20811	3443001 |560210|		2026/9	24.39
			23868	115	3443001 |560210|		2026/9	15.50
			23868	0W20BULK	3443001 |560210|		2026/9	28.64
			23868	2413	3443001 |560230|		2026/9	6.34
			23868	9080XL	3443001 |560230|		2026/9	17.78
			23869	100255	3443001 |560200|		2026/9	4.25
			23869	20811	3443001 |560210|		2026/9	24.39
			23869	115	3443001 |560210|		2026/9	15.50
			23869	0W20BULK	3443001 |560210|		2026/9	28.64
			23870	100255	3443001 |560200|		2026/9	4.25
			23870	20811	3443001 |560210|		2026/9	24.39
			23870	115	3443001 |560210|		2026/9	15.50
			23870	0W20BULK	3443001 |560210|		2026/9	28.64
			23885	7502	3443001 |560200|		2026/9	4.25
			23885	6935	3443001 |560200|		2026/9	9.55
			23885	20811	3443001 |560210|		2026/9	24.39
			23885	115	3443001 |560210|		2026/9	15.50
			23885	5W20BULK	3443001 |560210|		2026/9	20.28
			023785	2413	3443001 |560200|		2026/9	6.34
			023785	100255	3443001 |560200|		2026/9	4.25
			023785	200942	3443001 |560200|		2026/9	15.75
			023785	20811	3443001 |560210|		2026/9	24.39
			023785	115	3443001 |560210|		2026/9	15.50
			023785	0W20BULK	3443001 |560210|		2026/9	28.64

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			023786	7060	3443001 |560200|		2026/9	4.25
			023786	20811	3443001 |560210|		2026/9	24.39
			023786	115	3443001 |560210|		2026/9	15.50
			023786	5W20BULK	3443001 |560210|		2026/9	23.66
			023787	100255	3443001 |560200|		2026/9	4.25
			023787	20811	3443001 |560210|		2026/9	24.39
			023787	115	3443001 |560210|		2026/9	15.50
			023787	0W20BULK	3443001 |560210|		2026/9	28.64
			023788	7060	3443001 |560200|		2026/9	4.25
			023788	20811	3443001 |560210|		2026/9	24.39
			023788	115	3443001 |560210|		2026/9	15.50
			023788	5W20BULK	3443001 |560210|		2026/9	23.66
			023799	84032	3443001 |560210|		2026/9	48.78
			023825	RTU1DEX	3443001 |560210|		2026/9	18.60
			023403	100010	3443001 |560200|		2026/9	4.55
			023403	4017	3443001 |560200|		2026/9	8.00
			023403	9756	3443001 |560200|		2026/9	14.86
			023403	20811	3443001 |560210|		2026/9	24.39
			023403	115	3443001 |560210|		2026/9	15.50
			023403	0W20BULK	3443001 |560210|		2026/9	21.48
			023404	7502	3443001 |560200|		2026/9	4.25
			023404	4068	3443001 |560200|		2026/9	5.32
			023404	6935	3443001 |560200|		2026/9	9.55
			023404	20811	3443001 |560210|		2026/9	24.39
			023404	115	3443001 |560210|		2026/9	15.50
			023404	5W20BULK	3443001 |560210|		2026/9	20.28
			023409	742481	3443001 |560200|		2026/9	79.48
			023417	60261B	3443001 |560200|		2026/9	12.64
			023417	60181B	3443001 |560200|		2026/9	9.52
			23592	7060	3443001 |560200|		2026/9	4.25
			23592	WBB22	3443001 |560200|		2026/9	11.80
			23592	5W30BULK	3443001 |560210|		2026/9	25.20
			23592	20811	3443001 |560210|		2026/9	24.39
			23592	115	3443001 |560210|		2026/9	15.50
			023958	6552737	3443001 |560200|		2026/9	69.66
			023961	4048	3443001 |560200|		2026/9	8.88
			023961	7060	3443001 |560200|		2026/9	4.25
			023961	20811	3443001 |560210|		2026/9	24.39

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				023961	115	3443001 |560210|		2026/9	15.50
				023961	5W20BULK	3443001 |560210|		2026/9	23.66
				023976	1014754	3443001 |560180|		2026/9	88.01
				023982	7502	3443001 |560200|		2026/9	4.25
				023982	230019	3443001 |560200|		2026/9	8.60
				023982	200910	3443001 |560200|		2026/9	7.42
				023982	20811	3443001 |560210|		2026/9	24.39
				023982	115	3443001 |560210|		2026/9	15.50
				023982	5W20BULK	3443001 |560210|		2026/9	20.28
						Total For Check # 337074			**1,439.49**
03/05/2026	337075			023796	194N	3443001 |560200|		2026/9	0.43
				023419	ECR2032BP	3443001 |560200|		2026/9	6.08
				023445	611174	3443001 |560200|		2026/9	5.60
				23589	7101221	3443001 |560200|		2026/9	0.49
				23602	ECR2032BP	3443001 |560200|		2026/9	12.16
				23616	7302442	3443001 |560200|		2026/9	7.42
				023969	WBB22	3443001 |560200|		2026/9	11.80
						Total For Check # 337075			**43.98**
03/05/2026	337093	3827	ROBINSON GLASS OF TULSA	3-117289	FIX WINDOW ON WEST END OF	3443001 |540070|		2026/9	213.00
						Total For Check # 337093			**213.00**
03/05/2026	337099	834	SOFTWARE HOUSE	B20771337	PURE Storage for VMS upgrade	3443001 |570170|	2612080	2026/9	56,000.00
						Total For Check # 337099			**56,000.00**
03/05/2026	337100	1586	PETER GERNER	5728	5728 FEB 20, 2026	3443001 |540200|		2026/9	525.00
						Total For Check # 337100			**525.00**
03/05/2026	337107	4045	STEPHANIE BRADLEY	270	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/9	880.00
				271	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/9	540.00
						Total For Check # 337107			**1,420.00**
03/05/2026	337110	4760	AUTOMOTIVE INDUSTRIES LLC	70298	UNIT # 2025	3443001 |540200|		2026/9	2,322.01
				71339	Body Damage Repair for Unit 2137	3443001 |540200|		2026/9	4,135.14
						Total For Check # 337110			**6,457.15**
03/05/2026	337112	1104	TIGER, INC.	0126270306	0126270306 FEB 18, 2026 1101 N 6TH	3443001 |550240|		2026/8	14,258.82

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				0126270307	0126270307 FEB 18, 2026 4121 E OMAHA	3443009 |550240|		2026/8	9,668.30
				0126270292	0126270292 FEB 18, 2026 4205 E OMAHA	3443001 |550240|		2026/8	4,143.67
						Total For Check # 337112			**28,070.79**
03/05/2026	337116	5602	TREASURE ELECTRONICS INC	12300	12300	3443001 |540330|		2026/7	1,100.00
						Total For Check # 337116			**1,100.00**
03/05/2026	337117	1230	TULSA COUNTY	10015894	10015894 JAN 23, 2026	3443003 |550360|		2026/9	383.85
						Total For Check # 337117			**383.85**
03/05/2026	337118			10015893	10015893 JAN 23, 2026	3443001 |550360|		2026/9	20.00
						Total For Check # 337118			**20.00**
03/05/2026	337121	4412	TULSA HOME GUARD INC	42391	42391	3443001 |540070|		2026/9	139.72
						Total For Check # 337121			**139.72**
03/05/2026	337123	949	TULSA WINNELSON COMPANY	686224 01	BLANKET PO MISC. PLUMBING	3443001 |560180|		2026/9	30.26
						Total For Check # 337123			**30.26**
03/05/2026	337127	1324	ULINE	204804222	Lockers for the Property Room	3443008 |560240|		2026/9	1,718.70
						Total For Check # 337127			**1,718.70**
						Total For Fund 344			**245,326.10**
						Number of Invoices For Fund 344			**536**

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02/26/2026	336739	1046	CHRIS HUGHES	PDR 03022026	PER DIEM FOR SPRING 2026 FMAO	3453504 |550030|		2026/8	95.20
						Total For Check # 336739			**95.20**
02/26/2026	336741	2561	DUSTIN MALLOY	PDR 03022026	PER DIEM FOR SPRING 2026 FMAO	3453504 |550030|		2026/8	95.20
				PDR 03222026	PER DIEM FOR FIRE INSPECTOR	3453504 |550030|		2026/8	340.00
						Total For Check # 336741			**435.20**
02/26/2026	336742	240	FIRE MARSHALS ASSOC OF OK	02112026	HUGHES,GAYLOR,HEAPS,WILD,MALLOY	3453504 |530110|		2026/8	300.00
						Total For Check # 336742			**300.00**
02/26/2026	336743	2348	GUY GAYLOR	PDR 03022026	PER DIEM FOR SPRING 2026 FMAO	3453504 |550030|		2026/8	95.20
						Total For Check # 336743			**95.20**
02/26/2026	336744	683	JASON MELTON	EMP 01282026	REIMBURSEMENT FOR MEAL TICKET AT	3453501 |550030|		2026/8	314.23
						Total For Check # 336744			**314.23**
02/26/2026	336745	2521	JESSIE MOODY	EMP 02132026	REIMBURSEMENT FOR AGGRESSIVE	3453501 |530110|		2026/8	947.00
						Total For Check # 336745			**947.00**
02/26/2026	336774	1386	SCOTT WENDLANDT	PDR 03022026	PER DIEM FOR SPRING 2026 FMAO	3453504 |550030|		2026/8	95.20
						Total For Check # 336774			**95.20**
02/26/2026	336778	1040	TIMOTHY HEAPS	PDR 03022026	PER DIEM FOR SPRING 2026 FMAO	3453504 |550030|		2026/8	95.20
						Total For Check # 336778			**95.20**
02/26/2026	336780	2906	TREVOR ELLIOTT	EMP 01262026	REIMBURSEMENT FOR DAMAGED	3453501 |560100|		2026/8	73.00
						Total For Check # 336780			**73.00**
02/26/2026	336784	2114	WILLIAM WILD	PDR 03022026	PER DIEM FOR SPRING 2026 FMAO	3453504 |550030|		2026/8	95.20
						Total For Check # 336784			**95.20**
02/26/2026	336792	489	ADMIRAL EXPRESS LLC	209535-S	209535-S	3453501 |560030|		2026/8	45.38
				209541-S	209541-S	3453502 |560030|		2026/8	68.73
						Total For Check # 336792			**114.11**
02/26/2026	336797	4935	AMAZON.COM SALES INC	1K4Y-Q46F-41WD	Elevator keys/Lockout kit/Flood light	3453501 |560230|		2026/8	47.49
				1YYK-D6DN-CPN9	ITEM: Quartet Magnetic Glass Dry Erase	3453504 |560240|		2026/8	467.91
				1FLP-QQH7-GTWG	ITEM: AC to DC Converter 110V to 12V 5A	3453504 |560230|		2026/8	14.99

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				1KH1-VNK7-MT6W	Printer cartridge	3453501 |560030|		2026/8	335.08
						Total For Check # 336797			**865.47**
02/26/2026	336798	5180	AMERICAN MEDICAL GAS	4257	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/8	91.00
						Total For Check # 336798			**91.00**
02/26/2026	336808	18	BOUND TREE MEDICAL	86087886	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/8	1,272.00
						Total For Check # 336808			**1,272.00**
02/26/2026	336813	29	CASCO INDUSTRIES INC	280403	Parts to repair 4 SCBA packs	3453501 |560310|		2026/8	2,312.00
						Total For Check # 336813			**2,312.00**
02/26/2026	336816	37	CINTAS CORPORATION	5319745504	BLANKET PO FOR ALL DEPARTMENT	3453501 |560230|		2026/8	210.72
						Total For Check # 336816			**210.72**
02/26/2026	336817	1391	CLEAN THE UNIFORM CO	52178822	52178822 FEB 13, 2026	3453501 |540330|		2026/8	38.72
				52178822	52178822 FEB 13, 2026	3453501 |560300|		2026/8	10.00
				52178817	52178817 FEB 13, 2026	3453501 |540330|		2026/8	27.35
				52178817	52178817 FEB 13, 2026	3453501 |560300|		2026/8	10.00
				52178821	52178821 FEB 13, 2026	3453501 |540330|		2026/8	38.38
				52178821	52178821 FEB 13, 2026	3453501 |560300|		2026/8	59.50
						Total For Check # 336817			**183.95**
02/26/2026	336820	882	COX COMMUNICATIONS	076689001 12242025	FY26 ANNUAL AGREEMENT 001 6311	3453501 |550540|		2026/8	776.84
				76689001 01242026	FY26 ANNUAL AGREEMENT 001 6311	3453501 |550540|		2026/8	776.84
						Total For Check # 336820			**1,553.68**
02/26/2026	336825	5121	DELTA FIRE & SAFETY INC.	INVTX25-6331	Gear Repair	3453501 |540290|		2026/8	674.67
				INVTX25-7298	Gear repair	3453501 |540290|		2026/8	744.61
				INVTX25-7324	Bunker Gear suspender restock	3453501 |560110|		2026/8	2,788.80
						Total For Check # 336825			**4,208.08**
02/26/2026	336832	1912	FIRST RESPONDER SUPPORT	1612	1612 FEB 16, 2026	3453501 |530870|		2026/8	5,820.00
						Total For Check # 336832			**5,820.00**
02/26/2026	336856	1582	IMPERIAL LLC	81286	PO FOR COFFEE PURCHASES	3453503 |560230|		2026/8	202.85
						Total For Check # 336856			**202.85**

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02/26/2026	336857	5575 INDUSTRIAL TRUCK	103826	Vehicle repairs to unit 2501	3453501 |540200|		2026/8	38,088.60
					Total For Check # 336857			**38,088.60**
02/26/2026	336858	4736 DUSTIN MANLY	10001402	100001402 02/11/2026	3453501 |540070|		2026/8	250.00
			10001416	100001416 02/16/2026	3453501 |540070|		2026/8	134.50
			10001418	100001418 02/16/2026	3453501 |540070|		2026/8	111.50
			10001422	100001422 02/16/2026	3453501 |540070|		2026/8	111.50
			10001420	100001420 02/16/2026	3453501 |540070|		2026/8	111.50
			10001421	100001421 02/16/2026	3453501 |540070|		2026/8	111.50
					Total For Check # 336858			**830.50**
02/26/2026	336861	5131 KEVIN BEHE	15644	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
			15601	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
			15557	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
			15592	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	3.72
			15588	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
			15600	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
			15599	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
			15598	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
			15602	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
			15597	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	6.05
			15596	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	6.04
			15595	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
			15594	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	3.72
			14988	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	3.72
			14992	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	3.72
			14993	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
			14994	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	6.05
			14995	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	6.04
			14996	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
			14999	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
			15000	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
			15050	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	2.79
			15052	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	3.72
			15160	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	2.79
			15190	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
			15240	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	3.72
			15261	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65

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				15267	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	6.05
						Total For Check # 336861			**127.88**
02/26/2026	336864	1088	LIFE ASSIST INC	2064935	BLANKET PO FOR EMS	3453502 |560230|		2026/8	492.00
				2066840	BLANKET PO FOR EMS	3453502 |560230|		2026/8	692.08
				2063874	BLANKET PO FOR EMS	3453502 |560230|		2026/8	91.00
						Total For Check # 336864			**1,275.08**
02/26/2026	336868	136	MAGIC REFRIGERATION	0060115-IN	REPLACE HEAD UNIT ON ICE MACHINE	3453501 |560240|		2026/8	5,160.00
						Total For Check # 336868			**5,160.00**
02/26/2026	336878	25	NAPA AUTO PARTS	023648	RTU1EXT	3453502 |560210|		2026/8	8.61
				023663	78004	3453501 |560200|		2026/8	5.66
				023674	3800700	3453501 |560200|		2026/8	14.03
				023674	3001801	3453501 |560200|		2026/8	45.56
				023674	5240005	3453501 |560200|		2026/8	116.67
				023674	VK00105	3453501 |560200|		2026/8	354.44
				023674		3453501 |560200|		2026/8	23.22
				023677	4988280	3453501 |560200|		2026/8	4.68
				23685	HDRTU1GAL	3453501 |560210|		2026/8	17.16
				23704	7151	3453502 |560200|		2026/8	15.05
				23704	230266	3453502 |560200|		2026/8	10.91
				23704	200905	3453502 |560200|		2026/8	20.38
				23704	RTU1EXT	3453502 |560210|		2026/8	8.61
				23704	15W40BULK	3453502 |560210|		2026/8	53.85
				23707	4988280	3453504 |560200|		2026/8	4.68
				23707	3944000	3453504 |560200|		2026/8	82.18
				23715		3453501 |560200|		2026/8	21.00
				23830	1748XD	3453501 |560200|		2026/8	33.89
				23830	3965	3453501 |560200|		2026/8	32.80
				23830	3936	3453501 |560200|		2026/8	17.59
				23830	6891	3453501 |560200|		2026/8	142.64
				23830	15W40BULK	3453501 |560210|		2026/8	100.52
				23832	4071	3453501 |560200|		2026/8	10.21
				23832	29558329	3453501 |560200|		2026/8	128.38
				23832	7317	3453501 |560200|		2026/8	19.10
				23832	9047902	3453501 |560200|		2026/8	76.04
				23832	950011K	3453501 |560200|		2026/8	31.20

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				23832	HDATFBULK	3453501 |560210|		2026/8	10.12
				23832	85W140BULK	3453501 |560210|		2026/8	5.63
				23841	F013868	3453501 |560190|		2026/8	195.81
				23844	728303	3453501 |560200|		2026/8	2.27
				23844	MT51	3453501 |560200|		2026/8	186.44
				23850	F013868	3453501 |560190|		2026/8	391.62
						Total For Check # 336878			**2,190.95**
02/26/2026	336886	4505	ON CALL SERVICES AND	115930	115930 FEB 12, 2026	3453503 |540330|		2026/8	79.52
						Total For Check # 336886			**79.52**
02/26/2026	336888	4508	C A ASSETS LLC	28777	28777	3453501 |540070|		2026/8	614.00
						Total For Check # 336888			**614.00**
02/26/2026	336890	89	QUIKSERVICE STEEL YAFFE	311652	Sheets of Metal for the Chamber Flashover	3453503 |560230|		2026/8	634.40
						Total For Check # 336890			**634.40**
02/26/2026	336917	4760	AUTOMOTIVE INDUSTRIES LLC	71475	UNIT 1934 - JEFF BOHNER	3453501 |540200|		2026/8	688.86
						Total For Check # 336917			**688.86**
02/26/2026	336921	1230	TULSA COUNTY	10016133	10016133 FEB 13, 2026	3453501 |550360|		2026/8	134.72
						Total For Check # 336921			**134.72**
02/26/2026	336925	949	TULSA WINNELSON COMPANY	683629 01	BLANKET PO MISC. PLUMBING	3453501 |560180|		2026/8	253.92
						Total For Check # 336925			**253.92**
02/26/2026	336930	1324	ULINE	204067170	Boxes to ship PPV fan for repair	3453501 |560230|		2026/8	241.86
						Total For Check # 336930			**241.86**
02/26/2026	336937	1095	WINDSTREAM HOLDINGS II LLC	101198864 02202026	FY26 ANNUAL 101198864 918-355-3921	3453501 |550220|		2026/8	71.47
				101198944 02202026	FY26 ANNUAL 101198944 918-258-5049	3453501 |550220|		2026/8	69.75
				101198949 02202026	FY26 ANNUAL 1011989949 918-355-8237	3453501 |550220|		2026/8	70.37
						Total For Check # 337937			**211.59**
03/12/2026	337142	5657	CHRISTOPHER BIDDLE	PARAMED2025	REIMB FOR PARAMEDIC SCHOOL	3453501 |530110|		2026/9	3,468.00
						Total For Check # 337142			**3,468.00**
03/12/2026	337144	1319	COMMUNITY CARE EAP	192183	Payroll Run 1 - Warrant 260227	345 |218560|		2026/8	205.44

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						Total For Check # 337144			**205.44**
03/12/2026	337148	5658	JOHNATHAN MEFFORD	APRIL 12, 2026	REIMB FOR FIRE OFFICER I	3453501 |530110|		2026/9	400.00
						Total For Check # 337148			**400.00**
03/12/2026	337153	159	PRE-PAID LEGAL SERVICES,	192180	Payroll Run 1 - Warrant 260227	345 |218100|		2026/8	121.62
						Total For Check # 337153			**121.62**
03/12/2026	337173	1987	SURENCY LIFE & HEALTH INS.	192185	Payroll Run 1 - Warrant 260227	345 |218460|		2026/8	78.00
						Total For Check # 337173			**78.00**
03/12/2026	337180	149	AMERICAN ELECTRIC	284-103-0-3 02272026	FY26 ANNUAL AGREEMENT 953-284-103-	3453501 |550250|		2026/9	5,516.16
						Total For Check # 337180			**5,516.16**
03/12/2026	337187	3974	AMERICAN HEART	SCPR252680	SCPR252680 02/28/2026	3453502 |560280|		2026/9	369.21
						Total For Check # 337187			**369.21**
03/12/2026	337197	18	BOUND TREE MEDICAL	86108849	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/9	3,202.46
				86104213	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/9	636.00
				86038487	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/9	265.20
				86044403	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/9	5,650.50
				86067906	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/9	274.68
						Total For Check # 337197			**10,028.84**
03/12/2026	337204	996	CITY OF BROKEN ARROW	190662	Payroll Run 1 - Warrant 260213	345 |218180|		2026/8	125.00
				190662	Payroll Run 1 - Warrant 260213	345 |218360|		2026/8	2,516.57
				192182	Payroll Run 1 - Warrant 260227	345 |218180|		2026/8	125.00
				192182	Payroll Run 1 - Warrant 260227	345 |218360|		2026/8	2,516.57
						Total For Check # 337204			**5,283.14**
03/12/2026	337205	1391	CLEAN THE UNIFORM CO	52180535	52180535 02/25/2026	3453501 |540330|		2026/9	30.78
				52180535	52180535 02/25/2026	3453501 |560300|		2026/9	99.00
				52181023	52181023 02/27/2026	3453501 |540330|		2026/9	38.72
				52181023	52181023 02/27/2026	3453501 |560300|		2026/9	52.00
				52181018	52181018 02/27/2026	3453501 |540330|		2026/9	27.35
				52181018	52181018 02/27/2026	3453501 |560300|		2026/9	216.00
				52180536	52180536 02/25/2026	3453501 |540330|		2026/9	59.50
				52180536	52180536 02/25/2026	3453501 |560300|		2026/9	42.01

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				52181022	52181022 02/27/2026	3453501 |540330|		2026/9	137.91
				52181022	52181022 02/27/2026	3453501 |560300|		2026/9	38.38
						Total For Check #	**337205**		**741.65**
03/12/2026	337209	634	DELL MARKETING L.P.	10863969286	Dell Headset for Debby Bell	3453504 |560240|		2026/9	194.99
						Total For Check #	**337209**		**194.99**
03/12/2026	337210	5121	DELTA FIRE & SAFETY INC.	INVTX26-0804	Gear repair	3453501 |540290|		2026/9	142.87
						Total For Check #	**337210**		**142.87**
03/12/2026	337215	74	GALLS LLC	033486089	033486089 12/15/2025	3453501 |560100|		2026/9	203.49
						Total For Check #	**337215**		**203.49**
03/12/2026	337227	798	HENRY SCHEIN INC	53675022	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/9	446.74
						Total For Check #	**337227**		**446.74**
03/12/2026	337234	2419	INDUSTRIAL ORGANIZATIONAL	C65306A	C65306A 02/28/2026	3453503 |530870|		2026/9	7,846.66
						Total For Check #	**337234**		**7,846.66**
03/12/2026	337238	5131	KEVIN BEHE	15704	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	2.79
				15699	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	4.65
				15698	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	4.65
				15696	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	3.72
				15697	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	4.65
				15709	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	3.72
				15706	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	3.72
				15708	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	5.58
				15705	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	6.04
				15707	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	3.72
				15711	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	12.09
				15702	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	5.58
				15710	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	2.79
				15703	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	5.58
				15712	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	4.65
						Total For Check #	**337238**		**73.93**
03/12/2026	337245	1088	LIFE ASSIST INC	2077889	BLANKET PO FOR EMS	3453502 |560230|		2026/9	1,914.70
						Total For Check #	**337245**		**1,914.70**

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03/12/2026	337247	131	LOCKE SUPPLY COMPANY	57717911-00	BLANKET PO FOR PLUMBING &	3453501 |560180|		2026/9	272.94
				57727426-00	BLANKET PO FOR PLUMBING &	3453501 |560180|		2026/9	72.14
				57723670-00	BLANKET PO FOR PLUMBING &	3453501 |560180|		2026/9	118.74
						Total For Check # 337247			**463.82**
03/12/2026	337251	5542	MEDICAL WASTE SERVICES,	274247	274247 02/28/2026	3453502 |530870|		2026/9	154.50
						Total For Check # 337251			**154.50**
03/12/2026	337252	2621	MYHEALTH ACCESS NETWORK	16801	16801 03/01/2026	3453502 |540550|		2026/9	420.00
						Total For Check # 337252			**420.00**
03/12/2026	337253	888	NAFECO	1397954	Spanner Set for Engine	3453501 |560240|		2026/9	256.02
						Total For Check # 337253			**256.02**
03/12/2026	337254	25	NAPA AUTO PARTS	23737	1372	3453501 |560200|		2026/9	4.25
				23737	6016J	3453501 |560200|		2026/9	7.12
				23737	60211B	3453501 |560200|		2026/9	21.48
				23737	5W20BULK	3453501 |560210|		2026/9	23.66
				23737	115	3453501 |560210|		2026/9	15.50
				23746	MTP65HD	3453502 |560200|		2026/9	310.40
				23904	MTP78	3453501 |560200|		2026/9	199.61
				23937	7151	3453502 |560200|		2026/9	15.05
				23937	200905	3453502 |560200|		2026/9	20.38
				23937	15W40BULK	3453502 |560210|		2026/9	53.85
				23938	7151	3453502 |560200|		2026/9	-15.05
				23938	200905	3453502 |560200|		2026/9	-20.38
				23938	15W40BULK	3453502 |560210|		2026/9	-53.85
				23940	200905	3453502 |560200|		2026/9	20.38
				23940	7151	3453502 |560200|		2026/9	15.05
				23940	15W40BULK	3453502 |560210|		2026/9	53.85
				23942	7151	3453502 |560200|		2026/9	15.05
				23942	300458	3453502 |560200|		2026/9	49.89
				23942	15W40BULK	3453502 |560210|		2026/9	46.67
				23951	9348994030	3453501 |560200|		2026/9	135.69
				23951		3453501 |560200|		2026/9	50.00
				24146	626654	3453503 |560200|		2026/9	43.48
				24146	626553	3453503 |560200|		2026/9	46.49

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				24147	5255739	3453501 |560200|		2026/9	95.48
				024261	MTP65HD	3453502 |560200|		2026/9	317.74
						Total For Check # 337254			**1,471.79**
03/12/2026	337255			23724	1014652	3453501 |560200|		2026/9	20.99
				23756	800375	3453501 |560200|		2026/9	39.41
				23921	7321009	3453501 |560200|		2026/9	5.01
				24122	SW050	3453502 |560230|		2026/9	6.58
				24122	78004	3453502 |560230|		2026/9	22.64
				24123	HDRTU1GAL	3453501 |560210|		2026/9	17.16
				24137	82002551	3453503 |560200|		2026/9	19.47
				24137	82002561	3453503 |560200|		2026/9	19.76
				24138	1DEX	3453503 |560210|		2026/9	24.88
				24139	TG6261	3453501 |560230|		2026/9	12.16
				24139	7680	3453501 |560230|		2026/9	20.86
				24144	515897	3453501 |560200|		2026/9	8.86
				24144	560000	3453501 |560200|		2026/9	3.96
				024257	2413	3453502 |560200|		2026/9	6.34
				024263	DA1600	3453501 |560200|		2026/9	7.82
				024265	490	3453502 |560200|		2026/9	13.89
						Total For Check # 337255			**249.79**
03/12/2026	337258	4349	OKIE PACKAGING &	320987	BLANKET ORDER FOR BLANKET PO	3453501 |560300|		2026/9	705.24
						Total For Check # 337258			**705.24**
03/12/2026	337260	98	OKLAHOMA NATURAL GAS CO	267746591 03172026	MASTER BILL 03/02/2026	3453501 |550240|		2026/9	566.32
				267746591 03172026	MASTER BILL 03/02/2026	3453501 |550240|		2026/9	869.49
				267746591 03172026	MASTER BILL 03/02/2026	3453501 |550240|		2026/9	708.32
				267746591 03172026	MASTER BILL 03/02/2026	3453501 |550240|		2026/9	550.24
				267746591 03172026	MASTER BILL 03/02/2026	3453501 |550240|		2026/9	587.78
				267746591 03172026	MASTER BILL 03/02/2026	3453501 |550240|		2026/9	599.39
				267746591 03172026	MASTER BILL 03/02/2026	3453501 |550240|		2026/9	851.55
				267746591 03172026	MASTER BILL 03/02/2026	3453501 |550240|		2026/9	664.29
						Total For Check # 337260			**5,397.38**
03/12/2026	337264	96	OTA PIKEPASS CENTER	2026029042	20260296042 02/28/26	3453501 |550030|		2026/9	511.64
				2026029042	20260296042 02/28/26	3453502 |550030|		2026/9	329.60
				2026029042	20260296042 02/28/26	3453501 |550030|		2026/9	-511.64

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				2026029042	20260296042 02/28/26	3453502 |550030|		2026/9	-329.60
						Total For Check # 337264			**0.00**
03/12/2026	337271	5481	RINGCENTRAL, INC.	CD_001336428	Ring Central MRC for Fiscal 26	3453501 |550220|		2026/9	859.44
				CD_001367876	Ring Central MRC for Fiscal 26	3453501 |550220|		2026/9	859.43
						Total For Check # 337271			**1,718.87**
03/05/2026	336940	856	AMERICAN FIDELITY	192181	Payroll Run 1 - Warrant 260227	345 |218420|		2026/8	11.10
						Total For Check # 336940			**11.10**
03/05/2026	336942	5204	CASEY SAIED	02/13/2026	REIMB FOR INSTRUCTOR II	3453501 |530110|		2026/9	350.00
						Total For Check # 336942			**350.00**
03/05/2026	336945	4633	COLONIAL LIFE & ACCIDENT	192186	Payroll Run 1 - Warrant 260227	345 |218590|		2026/8	543.52
						Total For Check # 336945			**543.52**
03/05/2026	336949	1550	GENESIS HEALTH CLUBS	192184	Payroll Run 1 - Warrant 260227	345 |218150|		2026/8	270.40
						Total For Check # 336949			**270.40**
03/05/2026	336951	4070	JOSHUA BLUE	02202026	REIMB FOR FIRE OFFICER 1	3453501 |530110|		2026/9	400.00
						Total For Check # 336951			**400.00**
03/05/2026	336952	4905	METROPOLITAN LIFE	192187	Payroll Run 1 - Warrant 260227	345 |218340|		2026/8	101.30
				192187	Payroll Run 1 - Warrant 260227	345 |218480|		2026/8	96.60
				192187	Payroll Run 1 - Warrant 260227	345 |218590|		2026/8	77.72
						Total For Check # 336952			**275.62**
03/05/2026	336974	5635	VISION SERVICE PLAN	192188	Payroll Run 1 - Warrant 260227	345 |218240|		2026/8	74.22
						Total For Check # 336974			**74.22**
03/05/2026	336978	5216	918 WRECKER SERVICE INC.	26-321303	26-321303 FEB 26, 2026	3453503 |540200|		2026/9	60.00
						Total For Check # 336978			**60.00**
03/05/2026	336983	149	AMERICAN ELECTRIC	027-427-0-6 02192026	FY26 ANNUAL AGREEMENT SINGLES	3453501 |550250|		2026/9	868.41
						Total For Check # 336983			**868.41**
03/05/2026	336985	4935	AMAZON.COM SALES INC	1PPM-6NF3-HKGQ	ITEM: Whole Brain Living: The Anatomy of	3453501 |560230|		2026/9	32.76
				1PPM-6NF3-HKGQ	ITEM: Whole Brain Living: The Anatomy of	3453501 |560280|		2026/9	48.99

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				1WH1-XCQT-9TF3	ITEM: AC to DC Converter 110V to 12V 5A	3453504 |560230|		2026/9	14.99
				1FQW-N7GR-Q67J	ITEM: Quartet Magnetic Glass Dry Erase	3453504 |560240|		2026/9	155.97
				1P7D-4TWT-6YLV	Elevator keys/Lockout kit/Flood light	3453501 |560230|		2026/9	83.84
				16YV-JP3W-HFGN	ITEM: XPCARE 100Pcs Paper Gift Bags	3453501 |560230|		2026/9	41.17
				17FQ-7PXG-KQVR	Elevator keys/Lockout kit/Flood light	3453501 |560230|		2026/9	31.99
						Total For Check #	**336985**		**409.71**
03/05/2026	336986	5180	AMERICAN MEDICAL GAS	4272	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/9	112.00
				4309	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/9	202.00
						Total For Check #	**336986**		**314.00**
03/05/2026	336999	18	BOUND TREE MEDICAL	86099284	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/9	3,237.48
						Total For Check #	**336999**		**3,237.48**
03/05/2026	337003	2910	BROKEN ARROW CHAMBER OF	80845	80845	3453501 |530110|		2026/9	200.00
						Total For Check #	**337003**		**200.00**
03/05/2026	337011	1391	CLEAN THE UNIFORM CO	52179441	52179441 FEB 18, 2026	3453501 |540330|		2026/9	2.94
				52179924	52179924 FEB 20, 2026	3453501 |540330|		2026/9	31.22
				52179924	52179924 FEB 20, 2026	3453501 |560300|		2026/9	287.41
				52179442	52179442 FEB 18, 2026	3453501 |540330|		2026/9	24.85
				52179442	52179442 FEB 18, 2026	3453501 |560300|		2026/9	174.91
						Total For Check #	**337011**		**521.33**
03/05/2026	337018	634	DELL MARKETING L.P.	10863397888	Dell Headset for Debby Bell	3453504 |560240|		2026/9	194.99
						Total For Check #	**337018**		**194.99**
03/05/2026	337019	5121	DELTA FIRE & SAFETY INC.	INVTX26-0169	Bunker Gear repairs	3453501 |540290|		2026/9	568.23
				INVTX26-1033	Bunker Belt and nameplate	3453501 |560110|		2026/9	170.94
						Total For Check #	**337019**		**739.17**
03/05/2026	337020	4957	DIGITECH COMPUTER LLC	618002080	618002080 FEB 24, 2026	3453502 |550280|		2026/9	20,278.82
						Total For Check #	**337020**		**20,278.82**
03/05/2026	337029	1231	AT&T MOBILITY LLC	DVR012026	DVR012026 FEB4, 2026 ACCT#	3453501 |550540|		2026/9	1,205.75
						Total For Check #	**337029**		**1,205.75**
03/05/2026	337044	798	HENRY SCHEIN INC	53312285	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/9	3,940.44

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					Total For Check # 337044			**3,940.44**
03/05/2026	337048	1582 IMPERIAL LLC	04334318819	PO FOR COFFEE PURCHASES	3453501 |560230|		2026/9	41.95
					Total For Check # 337048			**41.95**
03/05/2026	337049	4736 DUSTIN MANLY	10001440	10001440 FEB 19, 2026	3453501 |540070|		2026/9	670.00
			10001447	10001447 FEB 20, 2026	3453501 |540070|		2026/9	150.00
			10001448	10001448 FEB 20, 2026	3453501 |540070|		2026/9	150.00
					Total For Check # 337049			**970.00**
03/05/2026	337050	23 J D YOUNG COMPANY INC	1320693	LEASE & USAGE CHARGE FY26	3453501 |540330|		2026/9	279.57
			1320693	LEASE & USAGE CHARGE FY26	3453503 |540330|		2026/9	254.68
			1320693	LEASE & USAGE CHARGE FY26	3453501 |540550|		2026/9	155.40
			1320693	LEASE & USAGE CHARGE FY26	3453503 |540550|		2026/9	262.53
			1320693	LEASE & USAGE CHARGE FY26	3453501 |560230|		2026/9	6.73
			1320693	LEASE & USAGE CHARGE FY26	3453503 |560230|		2026/9	7.97
					Total For Check # 337050			**966.88**
03/05/2026	337054	5131 KEVIN BEHE	15587	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	3.72
			15583	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	3.72
			15591	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	3.72
			15590	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	4.65
			15589	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	3.72
			15561	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	2.79
			15593	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	3.72
			15553	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	4.65
			15700	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	2.79
			15701	CITY COUNCIL 07/14/25	3453501 |540070|		2026/9	5.58
					Total For Check # 337054			**39.06**
03/05/2026	337057	1088 LIFE ASSIST INC	2072134	BLANKET PO FOR EMS	3453502 |560230|		2026/9	702.00
			2071790	BLANKET PO FOR EMS	3453502 |560230|		2026/9	8,753.00
			2069005	BLANKET PO FOR EMS	3453502 |560230|		2026/9	1,035.00
					Total For Check # 337057			**10,490.00**
03/05/2026	337060	131 LOCKE SUPPLY COMPANY	57662379-00	BLANKET PO FOR PLUMBING &	3453501 |560180|		2026/9	57.79
					Total For Check # 337060			**57.79**

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03/05/2026	337073	25 NAPA AUTO PARTS	23901	14528810004	3453501 |560200|		2026/9	439.58
			23901	14528800002	3453501 |560200|		2026/9	219.79
			23901		3453501 |560200|		2026/9	24.87
			023441	3584091	3453501 |560200|		2026/9	683.24
			023441	3054902	3453501 |560200|		2026/9	13.24
			023441		3453501 |560200|		2026/9	25.17
			023442	3054902	3453501 |560200|		2026/9	6.62
			023442	3584091	3453501 |560200|		2026/9	683.24
			023443	835051B6T	3453501 |560200|		2026/9	3,912.54
			023443	3584091	3453501 |560200|		2026/9	-683.24
			023443	3054902	3453501 |560200|		2026/9	-13.24
			023443		3453501 |560200|		2026/9	163.01
			023446	375040	3453501 |560200|		2026/9	57.61
			023446	3743	3453501 |560200|		2026/9	353.17
			23591	7151	3453502 |560200|		2026/9	15.05
			23591	300458	3453502 |560200|		2026/9	49.89
			23591	230266	3453502 |560200|		2026/9	10.91
			23591	200905	3453502 |560200|		2026/9	20.38
			23591	15W40BULK	3453502 |560210|		2026/9	39.78
			23594	V20F	3453501 |560200|		2026/9	722.22
			23594		3453501 |560200|		2026/9	146.24
			023985	HDRTU1GAL	3453501 |560210|		2026/9	102.96
			024038	SP35	3453501 |560200|		2026/9	68.00
			024038	7216	3453501 |560200|		2026/9	4.16
			024038	1144714	3453501 |560210|		2026/9	62.93
					Total For Check #	**337073**		**7,128.12**
03/05/2026	337074		023801	1394	3453501 |560200|		2026/9	4.25
			023801	6438	3453501 |560200|		2026/9	16.92
			023801	75501	3453501 |560210|		2026/9	24.01
			023802	2985	3453501 |560200|		2026/9	14.89
			023802	6438	3453501 |560200|		2026/9	16.92
			023802	3002	3453501 |560200|		2026/9	2.26
			023802	1394	3453501 |560200|		2026/9	4.25
			023802	75501	3453501 |560210|		2026/9	24.01
			023804	7035	3453501 |560200|		2026/9	8.25
			023804	708240	3453501 |560200|		2026/9	12.84
			023804	75110	3453501 |560210|		2026/9	3.72

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			023805	6438	3453501 |560200|		2026/9	16.92
			023805	2985	3453501 |560200|		2026/9	14.89
			023805	1394	3453501 |560200|		2026/9	4.25
			023805	112630	3453501 |560210|		2026/9	34.74
			023806	6438	3453501 |560200|		2026/9	16.92
			023806	2985	3453501 |560200|		2026/9	14.89
			023806	400068	3453501 |560200|		2026/9	5.81
			023806	3386	3453501 |560200|		2026/9	7.36
			023806	15W40BULK	3453501 |560210|		2026/9	10.77
			023817	25450H	3453501 |560200|		2026/9	46.78
			023406		3453501 |560200|		2026/9	21.05
			023418	1319A	3453501 |560200|		2026/9	46.10
			023418		3453501 |560200|		2026/9	16.37
			023437	25450H	3453501 |560200|		2026/9	46.78
			023437	690808S	3453501 |560200|		2026/9	17.92
			23593	169PMT1085	3453501 |560200|		2026/9	32.78
			23609	230266	3453501 |560200|		2026/9	10.91
			23609	7502	3453501 |560200|		2026/9	4.25
			23609	9883	3453501 |560200|		2026/9	12.73
			23609	115	3453501 |560210|		2026/9	15.50
			23609	5W30BULK	3453501 |560210|		2026/9	33.60
			23612	115	3453502 |560200|		2026/9	15.50
			23612	5W20BULK	3453502 |560210|		2026/9	20.28
			23612	100010	3453502 |560230|		2026/9	4.55
			023968	2413	3453501 |560200|		2026/9	6.34
			023968	75190	3453501 |560200|		2026/9	14.84
			023983	5273379	3453501 |560200|		2026/9	65.46
			024012	10873	3453501 |560210|		2026/9	57.62
			024031	7151	3453502 |560200|		2026/9	15.05
			024031	230266	3453502 |560200|		2026/9	10.91
			024031	200905	3453502 |560200|		2026/9	20.38
			024031	15W40BULK	3453502 |560210|		2026/9	53.85
					Total For Check #	**337074**		**848.42**
03/05/2026	337075		23866	7335774	3453501 |560200|		2026/9	6.61
			023792	2413	3453501 |560200|		2026/9	9.51
			023803	1367848	3453501 |560200|		2026/9	6.66
			23633	2413	3453501 |560230|		2026/9	6.34

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				23641	68191349AC	3453502 |560230|		2026/9	8.61
				023988	H150	3453501 |560200|		2026/9	3.24
				023991	72727	3453501 |560200|		2026/9	5.48
				024008	SW050	3453501 |560200|		2026/9	6.58
				024013	3365	3453501 |560200|		2026/9	4.41
				024018	2413	3453501 |560200|		2026/9	6.34
				024020	7652989	3453501 |560200|		2026/9	10.91
				024023	1390717	3453501 |560200|		2026/9	13.43
				024024	1390717	3453501 |560200|		2026/9	13.43
				024025	1390717	3453501 |560200|		2026/9	13.43
						Total For Check # 337075			**114.98**
03/05/2026	337076			023822	520137	3453501 |560200|		2026/9	288.89
						Total For Check # 337076			**288.89**
03/05/2026	337079	4349	OKIE PACKAGING &	320921	BLANKET ORDER FOR BLANKET PO	3453501 |560230|		2026/9	2,400.00
						Total For Check # 337079			**2,400.00**
03/05/2026	337082	4508	C A ASSETS LLC	28605	28605	3453501 |540070|		2026/9	135.00
						Total For Check # 337082			**135.00**
03/05/2026	337086	87	RALSTONS MUFFLER	10021	BLANKET ORDER- MISC ITEMS FOR	3453501 |560230|		2026/9	130.00
						Total For Check # 337086			**130.00**
03/05/2026	337102	303	SMITH FARM & GARDEN CO	114460	BLANKET PO FOR MISC. PARTS	3453501 |560310|		2026/9	116.85
						Total For Check # 337102			**116.85**
03/05/2026	337110	4760	AUTOMOTIVE INDUSTRIES LLC	70559	unit # 2349	3453501 |540200|		2026/9	5,491.76
						Total For Check # 337110			**5,491.76**
03/05/2026	337123	949	TULSA WINNELSON COMPANY	685475 01	BLANKET PO MISC. PLUMBING	3453501 |560180|		2026/9	28.69
				685130 01	BLANKET PO MISC. PLUMBING	3453501 |560180|		2026/9	141.98
						Total For Check # 337123			**170.67**
03/05/2026	337137	1095	WINDSTREAM HOLDINGS II LLC	101197628 03022026	FY26 ANNUAL AGREEMENT	3453501 |550220|		2026/9	67.23
				101197624 03022026	FY26 ANNUAL AGREEMENT	3453501 |550220|		2026/9	73.62
				101222666 02202026	FY26 ANNUAL AGREEMENT	3453501 |550220|		2026/9	60.26
						Total For Check # 337137			**201.11**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
Total For Fund 345								181,270.46
Number of Invoices For Fund 345								375

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/26/2026	336786	1335	911 CUSTOM	62533B	Emergency Equipment for 2 CIT Traverses	3491700 |570020|	2630410	2026/8	5,910.26
						Total For Check # 336786			**5,910.26**
03/05/2026	337132	868	COUNTRY FORD-MERCURY INC	84844	Two Chevy Traverses for CIT	3491700 |570020|	2630410	2026/9	41,676.00
						Total For Check # 337132			**41,676.00**
						Total For Fund 349			**47,586.26**
						Number of Invoices For Fund 349			**2**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/26/2026	336876	5348 MONTE R. LEE AND COMPANY	0126132	Radio Tower PN 191793	5921700 |570180|	191713	2026/8	451.25
					Total For Check # 336876			**451.25**
02/26/2026	336901	3216 SCISSOR TAIL CONSTRUCTION,	PA 7 191711	Prj 191711-Renovation of EMS Bldg	5921700 |570150|	191711	2026/8	154,191.99
					Total For Check # 336901			**154,191.99**
02/26/2026	336903	1263 SELSER SCHAEFER	2512026	Public Safety Complex II 191711	5921700 |570160|	191711	2026/8	1,332.85
					Total For Check # 336903			**1,332.85**
					Total For Fund 592			**155,976.09**
					Number of Invoices For Fund 592			**3**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/26/2026	336782	591	UNION PACIFIC RAILROAD	345305106	345305106 02/04/2026	5935300 |570150|	ST2027	2026/8	2,055.00
						Total For Check # 336782			**2,055.00**
02/26/2026	336790	4333	ACE APPRAISAL GROUP LLC	25-2152	25-2152 12/11/2025	5935300 |570160|	ST22290	2026/8	1,500.00
						Total For Check # 336790			**1,500.00**
02/26/2026	336821	5314	CROSS TIMBERS CONSULTING,	COBA-004.04	Steeple Chase	5935305 |570160|	SW25030	2026/8	4,800.00
						Total For Check # 336821			**4,800.00**
02/26/2026	336827	1275	ERGON ASPHALT &	9403650908	BLANKET PO - OIL (CRS2)	5936000 |570150|	2260370	2026/8	1,632.95
						Total For Check # 336827			**1,632.95**
02/26/2026	336829	65	FENSCO INC	66926	30" Nyloplast grate	5935305 |570150|	SW24060	2026/8	764.90
						Total For Check # 336829			**764.90**
02/26/2026	336836	3689	FREESE AND NICHOLS INC	0001397814	SW1910 Stone Ridge Drainage	5935305 |570160|	SW1910	2026/8	3,437.78
						Total For Check # 336836			**3,437.78**
02/26/2026	336839	674	GARVER ENGINEERS	2301988-7	CONTRACT W/GARVER FOR RAISE	5935300 |570160|	ST24140	2026/8	220,789.26
						Total For Check # 336839			**220,789.26**
02/26/2026	336844	831	GH2 ARCHITECTS, LLC	12R	Fire Station North 2435170	5933501 |570160|	2435170	2026/8	15,605.00
				PA 13 2435170	Fire Station North 20230228	5933501 |570160|	2435170	2026/8	15,700.00
						Total For Check # 336844			**31,305.00**
02/26/2026	336846	3214	GRADE LINE CONSTRUCTION	PA 2 ST22100	Wedgewood Residential - Project ST22100	5935300 |570150|	ST22100	2026/8	71,076.36
						Total For Check # 336846			**71,076.36**
02/26/2026	336853	1144	HDR, INC	1200802068	East side Industrial access and RR Crossing	5935300 |570160|	ST23230	2026/8	1,665.00
						Total For Check # 336853			**1,665.00**
02/26/2026	336869	3480	MARQUARDT ENGINEERING	PA 9 ST25190	ST25190 Rose District Alleyway	5935300 |570150|	ST25190	2026/8	2,700.00
						Total For Check # 336869			**2,700.00**
02/26/2026	336877	3669	MYERS-CHERRY	PA 3 2317210	Operations Ctr Admin Building	5931700 |570150|	2317210	2026/8	21,372.43
						Total For Check # 336877			**21,372.43**
02/26/2026	336901	3216	SCISSOR TAIL CONSTRUCTION,	PA 7 191711	Prj 191711-Renovation of EMS Bldg	5931700 |570150|	191711	2026/8	27,012.18

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 336901			**27,012.18**
02/26/2026	336903	1263	SELSER SCHAEFER	2512027	Jail Expansion Renovation Prof Agreement	5933008 |570160|	203019	2026/8	3,996.40
				2512029	Operations Center Admin Building 2317210	5931700 |570160|	2317210	2026/8	8,903.56
						Total For Check # 336903			**12,899.96**
02/26/2026	336914	5480	STV INCORPORATED	COBA2000129.00-17	110414	5935300 |570160|	ST2029	2026/8	1,918.75
						Total For Check # 336914			**1,918.75**
02/26/2026	336931	591	UNION PACIFIC RAILROAD	34535106	345305106 02/04/2026	5935300 |570150|	ST2027	2026/8	2,055.00
				90156507	ST23290 RR Crossing	5935300 |570150|	ST23290	2026/8	2,678.87
						Total For Check # 336931			**4,733.87**
03/12/2026	337190	885	ATWOOD DISTRIBUTING LP	3780	BLANKET PO SAFETY SHOES & MISC	5935300 |570160|	ST1935	2026/9	47.97
						Total For Check # 337190			**47.97**
03/12/2026	337193	692	BKL INC.	PA 26 2352100	Innovation District 2352100	5935300 |570150|	ST22290	2026/9	6,505.00
				PA 27 2352100	Innovation District 2352100	5935300 |570150|	ST22290	2026/9	14,180.00
						Total For Check # 337193			**20,685.00**
03/12/2026	337206	5323	COLUMN SOFTWARE PBC	B6BD5005-0288	B6BD5005-0288 MARCH 2026	5935305 |570160|	SW24080	2026/9	334.99
						Total For Check # 337206			**334.99**
03/12/2026	337213	3689	FREESE AND NICHOLS INC	0001398832	SW24070 Preserve Park	5935305 |570160|	SW24070	2026/9	28,274.66
						Total For Check # 337213			**28,274.66**
03/12/2026	337216	674	GARVER ENGINEERS	18037041-42	110404	5935300 |570160|	ST2027	2026/9	17,649.75
				18037041-44	110404	5935300 |570160|	ST2027	2026/9	3,730.95
						Total For Check # 337216			**21,380.70**
03/12/2026	337253	888	NAFECO	1379282	New Engine-Nafeco	5933501 |570020|	203531	2026/9	32,791.25
						Total For Check # 337253			**32,791.25**
03/12/2026	337267	320	POE AND ASSOCIATES	15874	2653250 Wolf Creek Ped Bridge	5935305 |570160|	2653250	2026/9	15,858.00
				15877	PJ# ST24200 - BRENT STOUT	5935300 |570160|	ST24200	2026/9	31,614.37
						Total For Check # 337267			**47,472.37**
03/12/2026	337276	1263	SELSER SCHAEFER	2601078	Operations Center Admin Building 2317210	5931700 |570160|	2317210	2026/9	9,293.53

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			2511972	Jail Expansion Renovation Prof Agreement	5933008 |570160|	203019	2026/9	3,171.40
					Total For Check # 337276			**12,464.93**
03/05/2026	336982	4919 ADEMCO INC.	302499247	302499247 FEB 19, 2026	5931700 |570150|	2217090	2026/9	438.74
					Total For Check # 336982			**438.74**
					Total For Fund 593			**573,554.05**
					Number of Invoices For Fund 593			**32**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/12/2026	337313	2518 WORKER'S COMPENSATION	FEB 2026	FEB 26, 2026 PAYMENT SUMMARY	6601700 |530080|		2026/9	1,510.90
			FEB 2026	FEB 26, 2026 PAYMENT SUMMARY	6601700 |530870|		2026/9	49.14
			FEB 2026	FEB 26, 2026 PAYMENT SUMMARY	6601700 |530880|		2026/9	16,328.57
			FEB 2026	FEB 26, 2026 PAYMENT SUMMARY	6601700 |550900|		2026/9	2,642.81
			MARCH 5, 2026	MARCH 5, 2026 PAYMENT SUMMARY	6601700 |530080|		2026/9	1,161.00
			MARCH 5, 2026	MARCH 5, 2026 PAYMENT SUMMARY	6601700 |530870|		2026/9	14.00
			MARCH 5, 2026	MARCH 5, 2026 PAYMENT SUMMARY	6601700 |530880|		2026/9	7,407.96
			MARCH 5, 2026	MARCH 5, 2026 PAYMENT SUMMARY	6601700 |530880|		2026/9	-20.04
			MARCH 5, 2026	MARCH 5, 2026 PAYMENT SUMMARY	6601700 |550900|		2026/9	19,962.47
					Total For Check # 337313			**49,056.81**
03/05/2026	337126	2517 TWO OAKS INVESTMENT	5790	5790	6601700 |530870|		2026/9	6,666.67
					Total For Check # 337126			**6,666.67**
03/05/2026	337138	2518 WORKER'S COMPENSATION	FEB 19, 2026	FEB 19, 2026 PAYMENT SUMMARY	6601700 |530080|		2026/9	57.00
			FEB 19, 2026	FEB 19, 2026 PAYMENT SUMMARY	6601700 |530870|		2026/9	8.00
			FEB 19, 2026	FEB 19, 2026 PAYMENT SUMMARY	6601700 |530880|		2026/9	6,444.71
			FEB 19, 2026	FEB 19, 2026 PAYMENT SUMMARY	6601700 |530880|		2026/9	-115.67
			FEB 19, 2026	FEB 19, 2026 PAYMENT SUMMARY	6601700 |550900|		2026/9	3,491.29
					Total For Check # 337138			**9,885.33**
					Total For Fund 660			**65,608.81**
					Number of Invoices For Fund 660			**15**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/12/2026	337153	159	PRE-PAID LEGAL SERVICES,	192180	Payroll Run 1 - Warrant 260227	6611700 |530890|		2026/8	40.86
						Total For Check # 337153			**40.86**
03/12/2026	337173	1987	SURENCY LIFE & HEALTH INS.	192185	Payroll Run 1 - Warrant 260227	6611700 |530890|		2026/8	3.25
						Total For Check # 337173			**3.25**
03/12/2026	337292	5652	HCC LIFE INSURANCE	FEB 2026	STOP LOSS MEDICAL FEB 2026	6611700 |530890|		2026/9	76,669.97
						Total For Check # 337292			**76,669.97**
03/05/2026	336945	4633	COLONIAL LIFE & ACCIDENT	192186	Payroll Run 1 - Warrant 260227	6611700 |530890|		2026/8	61.56
						Total For Check # 336945			**61.56**
03/05/2026	336952	4905	METROPOLITAN LIFE	192187	Payroll Run 1 - Warrant 260227	6611700 |530890|		2026/8	10,119.51
				192187	Payroll Run 1 - Warrant 260227	6611700 |530890|		2026/8	81.29
						Total For Check # 336952			**10,200.80**
03/05/2026	336974	5635	VISION SERVICE PLAN	192188	Payroll Run 1 - Warrant 260227	661 |449030|		2026/8	-5.32
				192188	Payroll Run 1 - Warrant 260227	6611700 |530890|		2026/8	49.81
				192188	Payroll Run 1 - Warrant 260227	6611700 |530890|		2026/8	20.99
				192188	Payroll Run 1 - Warrant 260227	6611700 |530890|		2026/8	14.56
				192188	Payroll Run 1 - Warrant 260227	6611700 |530890|		2026/8	31.17
						Total For Check # 336974			**111.21**
03/05/2026	337090	4728	REMEDY HEALTH, PLLC	90914	90914 MARCH 2026	6611700 |530890|		2026/9	60,860.00
						Total For Check # 337090			**60,860.00**
03/05/2026	337140	5652	HCC LIFE INSURANCE	JAN 2026	JAN 2026 POLICY#HCL521451	6611700 |530890|		2026/9	76,899.05
						Total For Check # 337140			**76,899.05**
						Total For Fund 661			**224,846.70**
						Number of Invoices For Fund 661			**13**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER PROJECT	YEAR/PERIOD	AMOUNT
02/26/2026	336768	999907 OTP - COURT REFUNDS	0000875		882 |201020|	2026/8	1,230.00
					Total For Check # 336768		**1,230.00**
02/26/2026	336769		0000879		882 |201020|	2026/8	1,530.00
					Total For Check # 336769		**1,530.00**
02/26/2026	336770		0000877		882 |201020|	2026/8	305.00
					Total For Check # 336770		**305.00**
02/26/2026	336771		0000878		882 |201020|	2026/8	240.00
					Total For Check # 336771		**240.00**
02/26/2026	336772		0000880		882 |201020|	2026/8	570.00
					Total For Check # 336772		**570.00**
02/26/2026	336773		0000876		882 |201020|	2026/8	170.00
					Total For Check # 336773		**170.00**
03/12/2026	337143	183 CLEET	FEBRUARY 2026	TOWN & MUNICIPAL COURT REPORT	882 |290305|	2026/9	1,423.61
					Total For Check # 337143		**1,423.61**
03/12/2026	337156	353 OKLAHOMA BUREAU OF	FEBRUARY 2026	MUNICIPAL COURT REPORT-DRUG	882 |290311|	2026/9	10.00
					Total For Check # 337156		**10.00**
03/12/2026	337160	835 STATE OF OKLAHOMA	FEBRUARY 2026	MUNICIPAL COURT REPORT FOR	882 |290312|	2026/9	1,394.96
			FEBRUARY 2026	MUNICIPAL COURT REPORT FOR	882 |290313|	2026/9	1,394.95
					Total For Check # 337160		**2,789.91**
03/12/2026	337162	999907 OTP - COURT REFUNDS	0000888		882 |201020|	2026/9	930.00
					Total For Check # 337162		**930.00**
03/12/2026	337167		0000884		882 |201020|	2026/9	570.00
					Total For Check # 337167		**570.00**
03/12/2026	337168		0000882		882 |201020|	2026/9	140.00
					Total For Check # 337168		**140.00**
					Total For Fund 882		**9,908.52**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
Number of Invoices For Fund 882								13

City of Broken Arrow

Request for Action

File #: 26-271, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Approval of and authorization to execute a Proclamation declaring April 2026 as Autism Awareness and Acceptance Month in the City of Broken Arrow

Background:
In 1970, the Autism Society launched an ongoing nationwide effort to promote autism awareness and assure that all affected by autism are able to achieve the highest quality of life possible. In 1972, the Autism Society launched the first annual National Autistic Children's week, which evolved into Autism Acceptance Month (AAM). This April, we continue our efforts to spread awareness, promote acceptance, and ignite change.

Cost: N/A

Funding Source: N/A

Requested By: Mayor Debra Wimpee

Approved By: City Manager's Office

Attachments: Autism Awareness and Acceptance Month 2026 Proclamation

Recommendation:
Approve and authorize execution of the Proclamation declaring April 2025 as Autism Awareness and Acceptance Month in the City of Broken Arrow

BROKEN ARROW
Where opportunity lives

PROCLAMATION

WHEREAS autism affects an estimated 1 in 31 children and 1 in 45 adults and affects each person differently, resulting in unique strengths and challenges; and

WHEREAS autism can cause challenges with verbal and nonverbal communication, social interaction, and repetitive behaviors, and can affect anyone, regardless of age, race, ethnicity, gender, or socioeconomic background; and

WHEREAS autism is often accompanied by medical conditions that impact quality of life; and

WHEREAS a comprehensive, collaborative approach will help to advance research, providing a better understanding of autism spectrum disorder while strengthening advocacy efforts and ensuring access to services and resources throughout the life span; and

WHEREAS early diagnosis and intervention tailored to individual needs can have lifelong benefits, easing the transition to adulthood and fostering greater independence; and,

WHEREAS each person and family affected by autism should have access to reliable information, supports and opportunities to live up to their greatest potential; and,

WHEREAS the City of Broken Arrow is honored to take part in the annual observance of Autism Awareness & Acceptance Month to address the diverse needs of autistic individuals and their families.

NOW, THEREFORE, I, Debra Wimpee, Mayor, do hereby proclaim

April 2026 as

AUTISM AWARENESS & ACCEPTANCE MONTH

In the City of Broken Arrow

to increase understanding and acceptance of Oklahomans with autism spectrum disorder.

Debra Wimpee, Mayor
City of Broken Arrow, Oklahoma

City of Broken Arrow

Request for Action

File #: 26-376, **Version:** 1

Broken Arrow City Council
Meeting of: 3-24-2026

Title:
Approval of and authorization to execute a Proclamation declaring the week of April 12-18, 2026, as National Telecommunicators Week

Background:
Across the nation in times of intense personal crisis and community-wide disasters, the first access point for those seeking all classes of emergency services and homeland security information is **9-1-1**. The local Public Safety Communications Centers that receive these calls have emerged as the first and single point of contact for persons seeking immediate relief during an emergency as well as those seeking to report suspicious behaviors, unusual incidents and responding to the now common plea for citizen vigilance and attention in the wake of homeland security concerns nationwide.

The Association of Public-Safety Communications Officials (APCO) International and the National Emergency Number Association (NENA) celebrate the second full week of April (April 12-18, 2026) as **National Public Safety Telecommunicators Week**. This week, celebrated annually, honors the thousands of men and women who respond to emergency calls, dispatch emergency professionals and equipment, and render life-saving assistance to the citizens of the United States. The Broken Arrow Public Safety Communications Center answered over 47,000 landline, wireless, VoIP and Text-to-911 calls last year along with 80,000 non-emergency calls. The Broken Arrow Police Department is enlisting your support in honoring these men and women for the role they play in making our hometowns and our homeland safer every day.

Cost: $0

Funding Source: N/A

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Proclamation 2026

Recommendation:
Proclaim the week of April 12-18, 2026, as National Telecommunicators Week

BROKEN ARROW
Where opportunity lives

PROCLAMATION

City of Broken Arrow, Oklahoma

WHEREAS, dedicated Telecommunicators, for the City of Broken Arrow, provide dramatic life-saving services by talking distressed callers through CPR, Heimlich maneuver, childbirth instruction, calming hysterical crime victims, and they make difficult decisions using limited information to save lives or reduce property damage on a daily basis; and

WHEREAS; The 911 System contributes substantially to the health and safety of the Citizens of Broken Arrow through the timely delivery of emergency calls to the correct emergency response agency and the automatic identification of the caller's phone numbers and locations; and

WHEREAS; The prompt response of police, firefighters and medics is critical to protecting life and preserving property. It also results in the apprehension of criminals, the suppression of fires and timely treatment of the ill and injured; and

WHEREAS; The men and women of the Broken Arrow Public Safety Communications Center have conscientiously answered thousands of emergency calls during the past year and provided fast assistance and needed assurance to victims of accidents, crime and illness; and

WHEREAS, the critical functions performed by these Telecommunicators, play a significant role in the daily lives of approximately one-hundred thousand plus Broken Arrowans; and

WHEREAS, these Telecommunicators provide the vital link between the Citizens in need of help and Public Safety first responders;

WHEREAS, Congress, in cooperation with the Nation Emergency Number Association and the Associated Public-Safety Communications Officials, has set aside the second week in April to recognize the efforts of these dedicated people;

NOW, THEREFORE*, I,* Debra Wimpee, Mayor of the City of Broken Arrow, do hereby proclaim April 12-18, 2026 as:

*** TELECOMMUNICATOR APPRECIATION WEEK ***

and encourage all citizens of Broken Arrow to recognize the value of this system in our daily lives and to acknowledge the dedicated people who oversee its operation every minute of every day for our safety.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Broken Arrow to be affixed this 24th day of March, Two Thousand Twenty-six.

_____

Mayor Debra Wimpee
City of Broken Arrow, Oklahoma

City of Broken Arrow

Request for Action

File #: 26-415, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Presentation regarding road closure of Houston Street from S. 1st Street to S. 6th Street in association with the Old Town Waterline Improvements (Project No. 2254401)

Background:
The Old Town Waterline Improvements project is to replace an aging 8-inch cast iron water main with a new 12 -inch PVC water main that will increase reliability and water quality.

The proposed road closures will allow City of Broken Arrow Utilities R&C crews to safely complete the waterline installation from S. 1st Street to S. 6th Street along Houston Street.

Section 23-28 of the Broken Arrow Code provides for the closure of roads during construction. It provides that City personnel or contractors, while repairing or improving the streets of the city, and city personnel and utility companies, when installing, improving, or repairing lines or other public facilities in the streets, are hereby authorized as necessary, subject to control by the City Manager, to close any street during the repair, maintenance, or construction. Closure is, of course, predicated on the erection of proper control devices and barricades to warn and notify the public that the street has been closed to traffic.

The road closures will take effect at Houston Street just Southeast of the intersection of S. 1st Street up to just West of S. 6th Street with detour routes being implemented to shift traffic accordingly and is incorporated within the associated Road Closure Permits. The road closures will be implemented between 9:00 p.m. and 10:00 a.m. on the night of March 25th and into the afternoon of April 22nd.

Traffic signs and a message board will be placed in the roadway prior to closures alerting the traveling public of the pending detours.

Cost: N/A

Funding Source: N/A

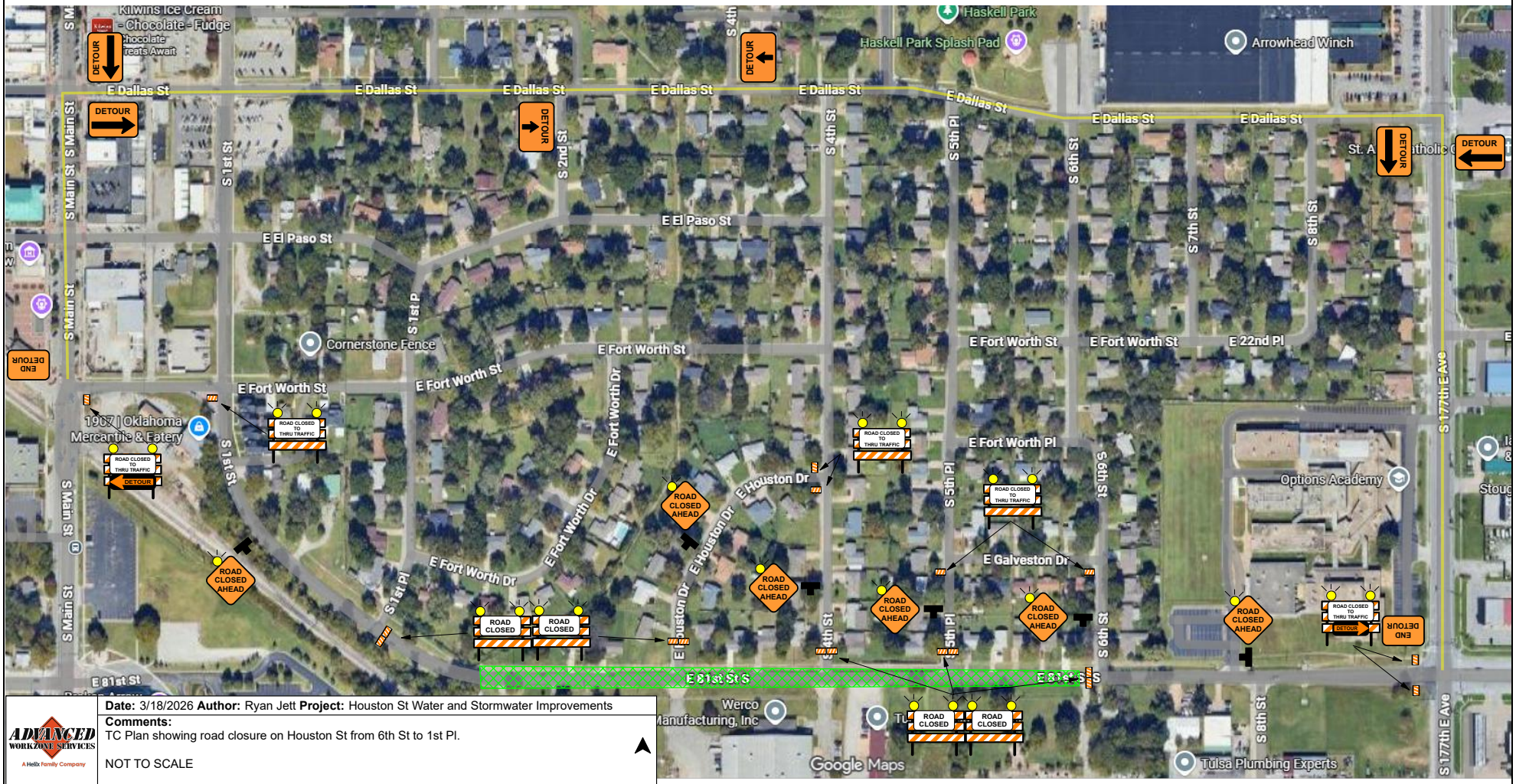
Requested By: Charlie Bright, P.E., Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Detour Map

Recommendation:

None



Date: 3/18/2026 **Author:** Ryan Jett **Project:** Houston St Water and Stormwater Improvements

Comments:
TC Plan showing road closure on Houston St from 6th St to 1st Pl.

NOT TO SCALE

City of Broken Arrow

Request for Action

File #: 26-403, **Version:** 1

Broken Arrow City Council
Meeting of: 03/24/2026

Title:
Presentation, consideration, and acceptance of the City of Broken Arrow Annual Financial Statements for Fiscal Year 2024-2025

Background:
Arledge & Associates, P.C. will be present for a brief presentation of the audit report on the City's financial statements and Single Audit report as well as the required communication of findings by the audit firm. They will also be prepared to answer any questions by Councilmembers regarding the City of Broken Arrow's Audited Financial Statements for fiscal year 2024-2025. Attached is the report for FY 25.

Cost: $0

Funding Source: N/A

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: FY 2024-2025 Annual Financial Statements

Recommendation:
Accept the City of Broken Arrow Annual Financial Statements and Independent Auditors Report for fiscal year 2024-2025

CITY OF BROKEN ARROW, OKLAHOMA

SINGLE AUDIT REPORTS
AND SUPPLEMENTARY SCHEDULES

June 30, 2025

CITY OF BROKEN ARROW, OKLAHOMA

June 30, 2025

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SINGLE AUDIT REPORTS AND SUPPLEMENTARY SCHEDULES:

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Reports related to Federal Assistance Programs Required by the Uniform Guidance:

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Arledge
certified public accountants

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Members of the City Council
City of Broken Arrow, Oklahoma

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Broken Arrow, Oklahoma (the "City"), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated February 26, 2026. Our report included an emphasis of matter related to the restatement of net position in the current year for misstatements in the previous year related to long-term debt and capital assets in business-type activities.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Arledge & Associates PC

Oklahoma City, Oklahoma
February 26, 2026

Arledge
certified public accountants

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDREAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and Members of the City Council
City of Broken Arrow, Oklahoma

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City of Broken Arrow, Oklahoma's (the "City") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2025. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

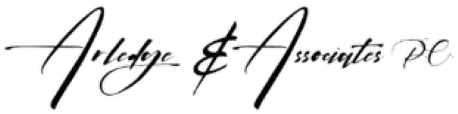
Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated February 26, 2026 which contained unmodified opinions on those financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the

United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.



Oklahoma City, Oklahoma
February 26, 2026

CITY OF BROKEN ARROW, OKLAHOMA
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2025

Award Information	*AL/other #*	*Pass-Through Entity Name*	*Pass-Through Entity #*	*Passed-through to Subrecipients ($)*	*Federal Expenditures ($)*
CDBG - Entitlement Grants-Cluster					
Department of Housing and Urban Development					
Community Development Block Grants/Entitlement Grants					
Community Development Block Grants/Entitlement Grants	14.218	Tulsa County	B-22-UC-40-0001	$ -	$ 144,973.00
Community Development Block Grants/Entitlement Grants	14.218	Tulsa County	B-23-UC-40-0001	-	56,263
Total Community Development Block Grants/Entitlement Grants				-	201,236
Total Department of Housing and Urban Development				-	201,236
Total CDBG - Entitlement Grants-Cluster				-	201,236
Highway Safety Cluster-Cluster					
Department of Transportation					
State and Community Highway Safety					
State and Community Highway Safety	20.600	Oklahoma Highway Safety	PT-24-03-04-24	-	7,278
State and Community Highway Safety	20.600	Oklahoma Highway Safety	PT-24-03-04-25	-	1,844
State and Community Highway Safety	20.600	Oklahoma Highway Safety	OP-25-03-02-25	-	43,563
State and Community Highway Safety	20.600	Oklahoma Highway Safety	OP-25-03-02-26	-	3,303
State and Community Highway Safety	20.600	Oklahoma Highway Safety	SC-25-03-28-26	-	5,000
Total State and Community Highway Safety				-	60,988
Total Department of Transportation				-	60,988
Total Highway Safety Cluster-Cluster				-	60,988
Other Programs (Treated individually for major program determination)					
United States Department of Justice					
Edward Byrne Memorial Justice Assistance Grant Program					
Edward Byrne Memorial Justice Assistance Grant Program	16.738			-	25,032
Total Edward Byrne Memorial Justice Assistance Grant Program				-	25,032
Equitable Sharing Program					
Equitable Sharing Program	16.922			-	44,484
Total Equitable Sharing Program				-	44,484
Total United States Department of Justice				-	69,516
Department of the Treasury					
Coronavirus State and Local Fiscal Recovery Funds (Single or Program-specific Audit)					
Coronavirus State and Local Fiscal Recovery Funds (Single or Program-specific Audit)	21.027			-	7,543,182
Total Coronavirus State and Local Fiscal Recovery Funds (Single or Program-specific Audit)				-	7,543,182
Total Department of the Treasury				-	7,543,182
Department of Homeland Security					
Staffing for Adequate Fire and Emergency Response (SAFER)					
Staffing for Adequate Fire and Emergency Response (SAFER)	97.083			-	291,904
Total Staffing for Adequate Fire and Emergency Response (SAFER)				-	291,904
Total Department of Homeland Security				-	291,904
Total Other Programs (Treated individually for major program determination)				-	7,904,602
Total Expenditures of Federal Awards				$ -	$ 8,166,825

CITY OF BROKEN ARROW, OKLAHOMA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

June 30, 2025

NOTE A—BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (SEFA) includes the federal award activity of the City under programs of the federal government for the year ended June 30, 2025. The information in this SEFA is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the SEFA presents only a selected portion of the operations of City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

NOTE B—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the SEFA are reported on the accrual basis of accounting. Expenditures of federal awards are recognized in the accounting period when the liability is incurred. Such expenditures are recognized following, as applicable, either the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available. The City has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE C—SUBRECIPIENTS

The City did not pass through any funding to subrecipients during the year ended June 30, 2025.

NOTE D—SUBSEQUENT EVENTS

The City has evaluated the effects of all subsequent events from June 30, 2025, through the date on which the SEFA was available to be issued, for potential recognition or disclosure in this SEFA. The City is not aware of any subsequent events which would require recognition or disclosure in the SEFA.

CITY OF BROKEN ARROW, OKLAHOMA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

June 30, 2025

Section I--Summary of Auditor's Results

Financial statements

Type of auditor's report issued on whether the financial statements were in accordance with GAAP: *Unmodified*

Internal control over financial reporting:

- Material weakness(es) identified? _____ yes __X__ no
- Significant deficiency(ies) identified? _____ yes __X__ none reported

Noncompliance material to financial statements noted? _____ yes __X__ no

Federal Awards

Internal control over major federal programs:

- Material weakness(es) identified? _____ yes __X__ no
- Significant deficiency(ies) identified? _____ yes __X__ none reported

Type of auditor's report issued on compliance for major federal programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes __X__ no

Identification of major federal programs:

Program	Federal AL Number
Coronavirus State and Local Fiscal Recovery Funds	21.027

Dollar threshold used to distinguish between type A and type B programs: $750,000

Auditee qualified as low-risk auditee? _____ yes __X__ no

Section II--Findings Required to be Reported in Accordance with *Government Auditing Standards:*

A. Internal Control Findings

There are no findings requiring reporting under this section.

B. Compliance Findings

There are no findings requiring reporting under this section.

Section III—Findings Required to be Reported in Accordance with the Uniform Guidance:

A. Internal Control Findings

There are no findings requiring reporting under this section.

B. Compliance Findings

There are no findings requiring reporting under this section.

CITY OF BROKEN ARROW, OKLAHOMA

SUMMARY SCHEDULE OF PRIOR FINDINGS AND QUESTIONED COSTS

June 30, 2024

Section II--Findings Required to be Reported in Accordance with *Government Auditing Standards:*

A. Internal Control Findings

There are no findings requiring reporting under this section.

B. Compliance Findings

Reference Number	Summary of Finding	Status	Corrective Action Plan or Other Explanation
2024-001	The audit was not submitted to the State Auditor and Inspector within a timely fashion.	**Resolved**	Staff have corrected the ERP system issues causing previous delays and completed close in a timely manner for FY25.

Section III—Findings Required to be Reported in Accordance with the Uniform Guidance:

A. Internal Control Findings

None noted in prior year audit.

B. Compliance Findings

None noted in prior year audit.

BROKEN ARROW

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ANNUAL FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORTS

AS OF AND FOR THE FISCAL YEAR ENDED JUNE 30, 2025

BROKEN ARROW

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FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

JUNE 30, 2025

WITH
INDEPENDENT AUDITOR'S REPORT

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City of Broken Arrow, Oklahoma

List of Principal Officials
June 30, 2025

City Council

Debra Wimpee, Mayor
Johnnie Parks, Vice-Mayor
Justin Green
David Pickel
Lisa Ford

City Manager

Michael L. Spurgeon

Clerk

Curtis Green

Finance Director/Treasurer

Cynthia Arnold

Arledge
certified public accountants

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council
City of Broken Arrow, Oklahoma

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Broken Arrow, Oklahoma (the "City"), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of June 30, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter—Restatement of Beginning Balances to Correct Debt and Construction in Progress

As discussed in Note 3 to the financial statements, the City restated its beginning net position as of July 1, 2024, to reflect the cumulative effect of correcting prior year issues with long-term debt and construction in progress in business-type activities. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

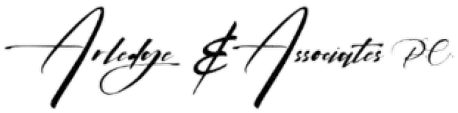
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedules, pension plan information, and other post-employment benefits fundings schedules, as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining schedules and individual nonmajor fund financial statements, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining schedules and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 27, 2026, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Oklahoma City, Oklahoma
February 27, 2026

BROKEN ARROW
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Our discussion and analysis of the City of Broken Arrow's (the City) financial performance provides an overview of the City's financial activities for the fiscal year ended June 30, 2025. Please read it in conjunction with the City's financial statements, which follow this section.

Financial Highlights

- At June 30, 2025, the assets and deferred outflows of the City exceeded its liabilities and deferred inflows by $571,129,379.
- For the fiscal year ended June 30, 2025, the City's total net position increased by $35,951,642 or 6.8% from the prior year's restated net position.
- During the year, the City's expenses for governmental activities were $151,834,138 and were funded by program revenues of $45,266,823 and further funded with taxes and other general revenues that totaled $132,941,654.
- In the City's business-type activities, such as utilities, total program revenues were less than expenditures by $1,401,974.
- At June 30, 2025, the General Fund reported a total fund balance of $33,413,198, as compared to the prior year total fund balance of $35,398,325.

Overview of the Financial Statements

The financial statements presented herein include all of the activities of the City and its component units using the integrated approach as prescribed by GASB. Included in this report are government-wide statements for three categories of activities – governmental, business-type and discretely-presented component units. The government-wide financial statements present the complete financial picture of the City from the economic resources measurement focus using the accrual basis of accounting. They present governmental activities and business-type activities separately and combined. These statements include all assets of the City (including infrastructure capital assets) and deferred outflows, as well as all liabilities (including all long-term debt) and deferred inflows.

Reporting the City as a Whole

The statement of net position and the statement of activities

One of the most frequently asked questions about the City's finances is "Has the City's overall financial condition improved, declined, or remained steady over the past year?" The statement of net position and statement of activities report information about the City as a whole and about its activities in a way that helps answer this question. These statements include all assets, deferred outflows, liabilities, and deferred inflows using the accrual basis of accounting. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two government-wide statements report the City's net position and changes in net position from the prior year. You can think of the City's net position – the difference between assets and deferred outflows, and liabilities and deferred inflows – as one way to measure the City's financial condition or position. Over time, increases or decreases in the City's net position are one indicator of whether its financial health is improving, deteriorating, or remaining steady. However, you must consider other non-financial factors, such as changes in the City's tax base, the condition of the City's roads, and the quality of services to assess the overall health and performance of the City.

As mentioned above, in the statement of net position and statement of activities, we divide the City into three kinds of activities:

- Governmental activities – Most of the City's basic services are reported here, including the police, fire, general administration, public services and parks. Sales taxes, franchise fees, fines and state and federal grants finance most of these activities.
- Business-type activities – The City charges a fee to customers to help cover all or most of the cost of certain services it provides. The City's water, wastewater, sanitation, stormwater, golf and economic development activities are reported here.
- Discretely presented component units – These account for activities of the City's reporting entity that do not meet the criteria for blending. The City has two discretely presented component units to report which include the Broken Arrow Home Finance Authority and the Broken Arrow Hospital Authority.

Reporting the City's Most Significant Funds

Fund financial statements

The fund financial statements provide detailed information about the most significant funds – not the City as a whole. Some funds are required to be established by state law and by bond covenants. However, management establishes many other funds to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants and other money.

Governmental funds – Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operation and the basic services it provides. Governmental fund information helps determine whether there are adequate financial resources available to be spent in the near future to finance the City's programs. The differences in results between the governmental fund financial statements in relation to those in the government-wide financial statements are explained in a reconciliation following each governmental fund financial statement.

Proprietary funds – When the City charges customers for services it provides, whether to outside customers or to other units of the City, these services are generally reported in proprietary funds. The City's enterprise funds are essentially the same as business-type activities in the government-wide statements but provide more detail and additional information, such as cash flows.

A Financial Analysis of the City as a Whole

Net position

The City's combined net position increased from $535,177,737 to $571,129,379 between fiscal years 2024 and 2025. Looking at the net position of governmental and business-type activities separately, governmental activities increased $17,299,229 while business-type activities increased $18,652,413. A comparative, condensed presentation of net position follows (reported in thousands).

TABLE 1
NET POSITION (In Thousands)

	Governmental Activities		% Inc. (Dec.)	Business-Type Activities		% Inc. (Dec.)	Total		% Inc. (Dec.)
	2025	2024		2025	2024		2025	2024	
Current and other assets	$ 286,046	$273,661	5%	$126,984	$ 176,354	-28%	$ 413,030	$ 450,015	-8%
Capital assets, net	411,681	393,277	5%	329,023	281,718	17%	740,704	674,995	10%
Total assets	697,727	666,938	5%	456,007	458,072	0%	1,153,734	1,125,010	3%
Deferred Outflows of Resources	30,488	27,409	11%	151	172	-12%	30,639	27,581	11%
Current liabilities	37,205	45,397	-18%	24,948	12,437	101%	62,153	57,834	7%
Non-current liabilities	295,566	271,300	9%	252,469	231,400	9%	548,035	502,700	9%
Total liabilities	332,771	316,697	5%	277,417	243,837	14%	610,188	560,534	9%
Deferred Inflows of Resources	13,065	12,571	4%	113	138	-18%	13,178	12,709	4%
	13,065	12,571	4%	113	138	-18%	13,178	12,709	4%
Net position									
Net investment in capital assets	181,573	175,934	3%	115,642	111,098	4%	297,215	287,032	4%
Restricted	224,600	198,185	13%	20,386	2,938	594%	244,986	201,123	22%
Unrestricted (deficit)	(23,794)	(9,040)	163%	52,722	45,943	15%	28,928	36,903	-22%
Total net position	$ 382,379	$365,079	5%	$188,750	$ 159,979	18%	$ 571,129	$ 525,058	9%

Changes in net position

For the years ended June 30, 2024 and 2025, the change in net position of the primary government was the result of the following (amounts are reported in thousands):

TABLE 2
CHANGES IN NET POSITION (In Thousands)

	Governmental Activities		% Inc. (Dec.)	Business-Type Activities		% Inc. (Dec.)	Total		% Inc. (Dec.)
	2025	2024		2025	2024		2025	2024	
Revenues									
Program revenue:									
Charges for service	$ 26,897	$22,957	17%	$ 75,803	$70,601	7%	$102,700	$93,558	10%
Operating grants and contributions	17,802	11,941	49%	636	718	-11%	18,438	12,659	46%
Capital grants and contributions	567	1,111	-49%	-	-	0%	567	1,111	-49%
General Revenue:				-					
Sales and use taxes	86,651	85,449	1%	-	-	-	86,651	85,449	1%
Property taxes	23,329	21,983	6%	-	-	-	23,329	21,983	6%
Franchise and other taxes	4,637	4,734	-2%	-	-	-	4,637	4,734	-2%
Intergovernmental revenue	3,855	4,529	-15%	-	-	-	3,855	4,529	-15%
Investment income	7,322	5,542	32%	2,395	1,707	40%	9,717	7,249	34%
Capital Contributions	5,638	-	100%	6,899	-	-	12,537	-	100%
Miscellaneous	1,510	1,437		1,685	578		3,195	2,015	
Total Revenues	178,208	159,683	12%	87,418	73,604	19%	265,626	233,287	14%
Program Expenses:									
General government	27,368	21,782	26%	-	-	-	27,368	21,782	26%
Public safety	93,422	72,882	28%	-	-	-	93,422	72,882	28%
Public services	15,789	12,175	30%	-	-	-	15,789	12,175	30%
Culture and recreation	7,560	6,917	9%	-	-	-	7,560	6,917	9%
Interest on long-term debt	7,695	6,516	18%	-	-	-	7,695	6,516	18%
Water	-	-	-	32,894	33,987	-3%	32,894	33,987	-3%
Sewer	-	-	-	16,117	18,511	-13%	16,117	18,511	-13%
Sanitation	-	-	-	14,484	9,002	61%	14,484	9,002	61%
Stormwater	-	-	-	9,594	6,580	46%	9,594	6,580	46%
Golf	-	-	-	1,895	2,109	-10%	1,895	2,109	-10%
Economic development	-	-	-	2,856	4,501	-37%	2,856	4,501	-37%
Total Expenses	151,834	120,272	26%	77,840	74,690	4%	229,674	194,962	18%
Excess before transfers	26,374	39,411	-33%	9,578	(1,086)	-982%	35,952	38,325	-6%
Net transfers in (out)	(9,075)	(21,503)	-58%	9,075	21,503	-58%	-	-	-
Increase in net position	$ 17,299	$17,908	-3%	$ 18,653	$20,417	-9%	$ 35,952	$38,325	-6%

The City's governmental activities increased in net position by $17,299,229, representing a 2.89% decrease from the prior year's increase in net position. This decrease was mainly the result of an decrease in total transfers of approximately $12.5 million. The business-type activities increase in net position of $18,652,412 represents a 8.64% decrease from the prior year's increase in net position. This decrease was mainly the result of an increase in total expenses of approximately $3.1 million, an increase in charges for services of approximately $5.2 million and a decrease in transfers. The results indicate the City's total net position as a whole increased from the prior year.

Governmental activities

To aid in understanding the statement of activities, some additional explanation is given. Of particular interest is the format that is significantly different than a typical statement of revenues, expenses and changes in fund balance. You will notice that expenses are listed in the first column with revenues from that particular program reported to the right. The result is a net revenue (expense). The reason for this format is to highlight the relative financial burden of each of the functions on the City's taxpayers. It also identifies how much each function draws from the general revenues or if it is self-financing through fees and grants or contributions. All other governmental revenues are reported as general. It is important to note all taxes are classified as general revenue, even if it is restricted for a specific purpose.

For the year ended June 30, 2025, the City's governmental activities were funded as follows:

Governmental Activities Sources	
Sales and Use Taxes	49.04%
Other Taxes	18.01%
Charges for Service	15.22%
Grants	10.40%
Other	7.33%

Governmental Activities Uses	
General government	18.02%
Public safety	61.53%
Public services	10.40%
Culture and recreation	4.98%
Interest on long-term debt	5.07%

For the year ended June 30, 2025, total expenses for governmental activities amounted to $151,834,138. To fund these activities, taxpayers and other general revenues funded $132,941,654 while those directly benefiting from the program funded $18,369,771 from grants and other contributions and $26,897,052 from charges for services.

TABLE 3
Net Revenue (Expense) of Governmental Activities

	Total Expense of Services		% Inc. (Dec.)	Net Revenue (Expense) of Services		% Inc. (Dec.)
	2025	2024		2025	2024	
General government	$ 27,367,459	$ 21,781,582	26%	$ (15,963,378)	$ (12,338,084)	29%
Public safety	93,422,432	72,882,369	28%	(70,588,751)	(50,688,658)	39%
Public services	15,789,211	12,174,811	30%	(5,621,316)	(8,709,290)	-35%
Culture and recreation	7,559,606	6,917,055	9%	(6,698,440)	(6,010,570)	11%
Interest on long-term debt	7,695,430	6,516,289	18%	(7,695,430)	(6,516,289)	18%
TOTAL	$ 151,834,138	$ 120,272,106	26%	$ (106,567,315)	$ (84,262,891)	26%

Business-type activities

In reviewing the business-type activities net revenue (expense), the following highlights should be noted:

- Total business-type activities reported net expenses of $1,401,974 for the year ended June 30, 2025.
- Water, sewer and stormwater activities reported net revenues (expenses) of $1,555,609, $3,773,998, and ($200,588) for the year ended June 30 2025, while sanitation, golf, and economic development activities reported net expenses of ($3,584,671), ($89,889) and ($2,856,433), respectively.
- Net revenue (expense) of services for almost all functions changed significantly from prior year. Water increase in net revenues of 190% was primarily due to an increase in related revenues of $2,186,502. Sewer increase in net revenues of 744% was primarily due to decrease in expenses of $2,394,055 along with an increase in revenues of $1,965,821. Sanitation decrease in net revenue of 758% was primarily due to an increase in expenses of $5,481,877. Stormwater decrease in net revenue of 108% was primarily due to an increase in expenses of $3,013,985.

TABLE 4
Net Revenue (Expense) of Business-Type Activities

	Total Expense of Services		% Inc. (Dec.)	Net Revenue (Expense) of Services		% Inc. (Dec.)
	2025	2024		2025	2024	
Water	$32,894,379	$33,986,550	-3%	$ 1,555,609	$(1,723,064)	-190%
Sewer	16,116,520	18,510,575	-13%	3,773,998	(585,878)	-744%
Sanitation	14,484,426	9,002,549	61%	(3,584,671)	544,676	-758%
Stormwater	9,594,042	6,580,057	46%	(200,588)	2,427,241	-108%
Golf	1,894,872	2,108,562	-10%	(89,889)	(272,038)	-67%
Economic Development	2,856,433	4,500,931	-37%	(2,856,433)	(3,760,848)	-24%
TOTAL	$77,840,672	$74,689,224	4%	$ (1,401,974)	$(3,369,911)	-58%

A financial analysis of the City's funds

As the City completed its 2025 fiscal year, the governmental funds reported a combined fund balance of $263,578,330 or a 10.2% increase from 2024. The combined proprietary funds reported a combined total net position of $176,099,206 or a 11.9% increase from 2024.

Other fund highlights include:

- For the year ended June 30, 2025, the General Fund's total fund balance decreased by $1,985,126 or 5.6%.
- The Public Safety Sales Tax-Police Fund's total fund balance increased by $3,964,135 or 16.5%.
- The Public Safety Sales Tax-Fire Fund's total fund balance increased by $3,167,917 or 25.4%.
- The Sales Tax Capital Improvement Fund's total fund balance decreased by $447,166 or 2.4%.
- The American Relief Fund's total fund balance increased by $165,315 or 90.7%.
- The 2018 General Obligation Bond Fund’s total fund balance increased by $11,476,778 or 11.9%.
- The Debt Service Fund's total fund balance increased by $2,629,644 or 12.2%.

General fund budgetary highlights

Over the course of the year, the City Council revised the General Fund budget at various times. The revised budget included an increase in overall appropriations of 6% or $7,009,023, due primarily to an increase in budget for "Transfers to other funds" in the amount of $6,546,718 with $5m going to the Broken Arrow Economic Development to help fund the Project Sunset (Amphitheater).

Capital Asset and Debt Administration

Capital assets

At the end of June 30, 2025, the City had $734,673,356 invested in capital assets, net of depreciation, including police and fire equipment, buildings, park facilities, water lines and sewer lines (see table below). This represents a net increase in net capital assets of $65,709,210 or 9.82% over last year.

Primary Government Capital Assets
(Net of accumulated depreciation and amortization)

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Land	$ 39,944,872	$ 39,944,872	$ 15,200,896	$ 15,200,896	$ 55,145,768	$ 55,145,768
Buildings	53,593,761	55,507,603	2,113,135	2,270,764	55,706,896	57,778,367
Improvements	37,140,275	37,708,566	113,563,427	119,189,635	150,703,702	156,898,201
Machinery and equipment	26,312,714	23,639,328	16,760,442	11,517,991	43,073,156	35,157,319
Infrastructure	175,252,487	158,643,150	85,068,557	83,714,213	260,321,044	242,357,363
Construction in progress	79,381,010	77,725,144	90,285,829	43,793,251	169,666,839	121,518,395
Subscription assets	55,951	108,733	-	-	55,951	108,733
Totals	$ 411,681,070	$ 393,277,396	$ 322,992,286	$ 275,686,750	$ 734,673,356	$ 668,964,146

This year's more significant capital asset additions included:

- Two ambulances and two pumper trucks $ 2,246,570-Governmental
- ISSC Soccer Field Turf $2,098,909-Governmental
- 23rd/Kenosha $3,218,430 -Governmental
- 12 Side loaders trucks for Refuse and Recycling $5,191,350-Proprietary
- Street sweeper $424,800-Proprietary

See the notes to the financial statements for more detail information on the City's capital assets and changes therein.

Long-term debt

At year end, the City had $501,929,083 in long-term debt outstanding which represents a $41,307,715 or 9.0% increase from prior year amount. The City's change in long-term debt by type of debt is as follows:

Primary Government Long-Term Debt

	Governmental Activities		Business-Type Activities		Total		Total Percentage Change
	2025	2024	2025	2024	2025	2024	
Accrued compensated absences	$ 5,847,550	$ 5,539,957	$ 1,018,164	$ 942,107	$ 6,865,714	$ 6,482,064	6%
General obligation bonds	224,550,000	214,985,000	-	-	224,550,000	214,985,000	4%
Notes payable	613,037	2,358,037	253,282,270	220,022,214	253,895,307	222,380,251	14%
Unamortized premium	4,945,272	3,729,645	6,328,451	5,427,076	11,273,723	9,156,721	23%
Judgments payable	2,685,032	1,967,333	-	-	2,685,032	1,967,333	36%
Automotive and general liability	1,249,000	1,218,000	-	-	1,249,000	1,218,000	3%
Meter deposit liability	-	-	1,458,086	955,807	1,458,086	955,807	53%
Claims payable	3,515,000	3,415,000	-	-	3,515,000	3,415,000	3%
Subscription liability	57,405	61,192	-	-	57,405	61,192	-6%
Totals	$ 243,462,296	$ 233,274,164	$ 262,086,971	$ 227,347,204	$ 505,549,267	$ 460,621,368	10%

See the notes to the financial statements for more detail information on the City's long-term debt and changes therein.

Economic Factors and Next Year's Budget and Rates

Sales have continued to be strong for the last few years, but they are still a volatile source of revenue. For FY 25 we budgeted a 1.5% increase in Sales Tax. As of June 2025, the City's sales tax was 1.4% over the prior year and the overall increase in revenue was 11.60%. FY 26 revenue is coming in stable. Sales tax has stabilized but we anticipate a slight increase going forward due to all the recent development.

Building permits both residential and commercial remain strong and we continued our campaign "Back to BA" explaining to the citizens that they need to shop local and that their city sales tax pays for City services such as police and fire. Development in the south part of the city is growing rapidly and in the fall of FY 24 approved a 12,500-seat amphitheater which will bring a strong tourism presence within the city. The anticipated opening of the amphitheater is November 1, 2026, and we anticipate seeing additional development.

In the fall of 2018, the voters approved propositions for a $210 million G.O. bond package over the next ten years. This will provide for needed infrastructure improvements and quality of life projects that are needed in the future.

Proposition 1: Transportation $142.625 million
Proposition 2: Public Safety $20.35 million
Proposition 3: Parks and Recreation $17.75 million
Proposition 4: Public Facilities $16.8 million
Proposition 5: Stormwater $7.5 million
Proposition 6: Drainage $5.5 million

The City has sold 7 series:

December 2018 $12,500,000
December 2019 $23,250,000
December 2020 $20,000,000
December 2021 $20,500,000
December 2022 $40,000,000
December 2023 $35,000,000
December 2024 $23,500,000

The Municipal Authority continues to add utility customers, water, sewer, trash, and stormwater, as the City grows. In the fall of 2016, the City Council approved a 5-year rate model and the related increases for utility services. The rate model covers the reasonable estimated expenses for operations and pay as you go capital improvements. During FY 23, the authority updated the study, and during FY 26 a full 5 year rate model is anticipated to be approved for FY 26-FY 30 and the rates change October 1 of every year. Infrastructure for the authority is paid by loans from the Oklahoma Resource Board.

Contacting the City's Financial Management

This financial report is designed to provide our citizens, taxpayers, customers and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Finance Director's Office at 220 South First Street, P.O. Box 610, Broken Arrow, Oklahoma 74013-0610 or phone at 539-250-4191, extension 2500.

City of Broken Arrow, Oklahoma
Statement of Net Position
June 30, 2025

	Primary Government			Component Units	
	Governmental Activities	Business-type Activities	Total	Broken Arrow Home Finance Authority	Broken Arrow Hospital Authority
ASSETS					
Current assets:					
Cash and cash equivalents	$ 71,811,002	$ 76,220,835	$ 148,031,837	$ 2,786	$ 10,998
Investments	161,377,032	-	161,377,032	-	-
Taxes receivable	2,142,196	-	2,142,196	-	-
Internal Balances	18,061,798	(18,061,798)	-	-	-
Due from other governments	16,497,672	19,273,203	35,770,875	-	-
Accrued interest receivable	4,280,264	-	4,280,264	-	-
Accounts receivable, net of allowance	5,244,976	10,180,934	15,425,910	-	-
Inventory	-	1,619,801	1,619,801	-	-
Prepaid assets	5,674	43,391	49,065	-	-
Investment in joint venture	-	37,708,825	37,708,825	-	-
Leases receivable	7,157,693	-	7,157,693	-	-
Capital Assets:					
Non-depreciable	119,325,882	111,517,232	230,843,114	-	-
Depreciable, net of depreciation	291,822,943	217,505,561	509,328,504	-	-
Total assets	697,727,132	456,007,984	1,153,735,116	2,786	10,998
DEFERRED OUTFLOWS OF RESOURCES					
Deferred outflow related to refunding of debt	260,618	24,105	284,723	-	-
Deferred outflows related to pension	29,955,006	-	29,955,006	-	-
Deferred outflows related to OPEB	272,031	126,741	398,772	-	-
Total deferred outflow of resources	30,487,655	150,846	30,638,501	-	-
LIABILITIES					
Accounts payable	4,373,496	10,573,859	14,947,355	-	-
Accrued payroll	4,675,336	1,205,193	5,880,529	-	-
Accrued interest payable	1,574,037	2,564,986	4,139,023	-	-
Due to other governments	173,227	8,348	181,575	-	-
Due to bondholders	54,676	-	54,676	-	-
Other payables	-	317,233	317,233	-	-
Amounts held in escrow	569,994	156,659	726,653	-	-
Unearned revenue	1,764,258	-	1,764,258	-	-
Long term liabilities:					
Due within one year	24,020,478	12,813,643	36,834,121	-	-
Due in more than one year	295,565,593	239,655,747	535,221,340	-	-
Total liabilities	332,771,095	267,295,668	600,066,763	-	-
DEFERRED INFLOWS					
Deferred inflows related to pensions	4,143,045	-	4,143,045	-	-
Deferred inflows related to OPEB	251,097	112,954	364,051	-	-
Deferred inflows related to leases	8,670,379	-	8,670,379	-	-
Total deferred inflow of resources	13,064,521	112,954	13,177,475	-	-
NET POSITION					
Net investment in capital assets	181,040,516	115,642,037	296,682,553	-	-
Restricted for:					
Capital projects	128,807,666	-	128,807,666	-	-
Debt service	24,099,386	20,386,023	44,485,409	-	-
Public Safety	48,851,785	-	48,851,785	-	-
Other purposes	22,841,497	-	22,841,497	-	-
Unrestricted (deficit)	(23,261,679)	52,722,148	29,460,469	2,786	10,998
Total net position	$ 382,379,171	$ 188,750,208	$ 571,129,379	$ 2,786	$ 10,998

See accompanying notes to the basic financial statements.

City of Broken Arrow, Oklahoma
Statement of Activities
For the Year Ended June 30, 2025

Functions/Programs	Expenses	Program Revenue: Charges for Services	Program Revenue: Operating Grants and Contributions	Program Revenue: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Primary Government: Governmental Activities	Primary Government: Business-type Activities	Primary Government: Total	Component Units: Broken Arrow Home Finance Authority	Component Units: Broken Arrow Hospital Authority
Primary government									
Governmental Activities									
General government	$ 27,367,459	$ 11,404,081	$ -	$ -	$ (15,963,378)	$ -	$ (15,963,378)	$ -	$ -
Public safety	93,422,432	13,353,004	9,480,677	-	(70,588,751)	-	(70,588,751)	-	-
Public services	15,789,211	1,278,801	8,321,752	567,342	(5,621,316)	-	(5,621,316)	-	-
Cultural and recreation	7,559,606	861,166	-	-	(6,698,440)	-	(6,698,440)	-	-
Interest on long-term debt	7,695,430	-	-	-	(7,695,430)	-	(7,695,430)	-	-
Total governmental activities	151,834,138	26,897,052	17,802,429	567,342	(106,567,315)	-	(106,567,315)	-	-
Business-type activities									
Water	32,894,379	33,814,444	635,544	-	-	1,555,609	1,555,609	-	-
Sewer	16,116,520	19,890,518	-	-	-	3,773,998	3,773,998	-	-
Sanitation	14,484,426	10,899,755	-	-	-	(3,584,671)	(3,584,671)	-	-
Stormwater	9,594,042	9,393,454	-	-	-	(200,588)	(200,588)	-	-
Golf	1,894,872	1,804,983	-	-	-	(89,889)	(89,889)	-	-
Economic Development	2,856,433	-	-	-	-	(2,856,433)	(2,856,433)	-	-
Total business-type activities	77,840,672	75,803,154	635,544	-	-	(1,401,974)	(1,401,974)	-	-
Total primary government	$ 229,674,810	$ 102,700,206	$ 18,437,973	$ 567,342	(106,567,315)	(1,401,974)	(107,969,289)		
Component Units									
Finance	$ -	$ -	$ -	$ -				-	-
Health	-	-	-	-				-	-
Total component units	$ -	$ -	$ -	$ -				-	-
General revenues:									
Taxes:									
Sales and use taxes					86,650,728	-	86,650,728	-	-
Property taxes					23,328,822	-	23,328,822	-	-
Franchise and miscellaneous taxes					4,637,203	-	4,637,203	-	-
Hotel/motel taxes					867,680	-	867,680	-	-
Tobacco taxes					437,053	-	437,053	-	-
E-911 taxes					1,651,658	-	1,651,658	-	-
Intergovernmental revenue not restricted to specific programs					898,540	-	898,540	-	-
Unrestricted investment earnings					7,321,706	2,394,979	9,716,685	-	-
Miscellaneous					1,510,158	-	1,510,158	-	-
Gain (loss) on sale of capital assets					-	1,685,479	1,685,479	-	-
Capital contributions					5,638,106	6,898,819	12,536,925		
Transfers					(9,075,110)	9,075,110	-	-	-
Total general revenues and transfers					123,866,544	20,054,387	143,920,931	-	-
Change in net position					17,299,229	18,652,413	35,951,642	-	-
Total net position - beginning as previously reported					365,079,942	157,565,986	522,645,928	2,786	10,998
Restatements (See Note 3)					-	12,531,809	12,531,809	-	-
Total net position - beginning as restated					365,079,942	170,097,795	535,177,737	2,786	10,998
Net position - ending					$ 382,379,171	$ 188,750,208	$ 571,129,379	$ 2,786	$ 10,998

See accompanying notes to the basic financial statements.

City of Broken Arrow, Oklahoma
Balance Sheet
Governmental Funds
June 30, 2025

	General Fund	Public Safety Sales Tax-Police	Public Safety Sales Tax-Fire	Sales Tax Capital Improvement Fund	American Relief Fund	2018 General Obligation Bond Fund	Debt Service Fund	Other Governmental Funds	Total Governmental Funds
ASSETS									
Cash and cash equivalents	$ -	$ 12,800,699	$ 10,160,020	$ 7,756,858	$ 1,902,269	$ 11,152,839	$ 8,803,001	$ 26,471,945	$ 79,047,631
Investments	11,367,982	16,690,881	6,599,301	8,938,313	-	98,422,153	14,921,081	4,437,321	161,377,032
Taxes receivable, net	409,556	-	-	-	-	-	1,645,564	87,076	2,142,196
Due from other funds	16,705,925	-	-	288,308	-	-	30,389	4,614,013	21,638,635
Receivable from other governments	11,121,053	559,947	526,792	1,755,973	-	-	61,403	1,082,446	15,107,614
Accrued interest receivable	50,190	248,672	18,417	53,308	-	1,563,546	254,199	38,853	2,227,185
Leases receivable	7,157,693	-	-	-	-	-	-	-	7,157,693
Other receivables, net	2,633,601	-	291,904	85,935	-	-	-	392,095	3,403,535
Prepaid expenses	5,674	-	-	-	-	-	-	-	5,674
Total assets	$ 49,451,674	$ 30,300,199	$ 17,596,434	$ 18,878,695	$ 1,902,269	$ 111,138,538	$ 25,715,637	$ 37,123,749	$ 292,107,195
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES									
Liabilities:									
Accounts payable	$ 711,086	$ 198,680	$ 165,101	$ 449,595	$ 69,260	$ 1,896,452	$ -	$ 883,322	$ 4,373,496
Accrued payroll	1,013,265	1,861,090	1,800,981	-	-	-	-	-	4,675,336
Due to other funds	3,517,141	-	-	-	-	-	-	59,696	3,576,837
Due to other governments	173,227	-	-	-	-	-	-	-	173,227
Due to bondholders	54,676	-	-	-	-	-	-	-	54,676
Amounts held in escrow	569,822	-	-	-	-	-	-	172	569,994
Unearned revenue	278,897	-	-	-	1,485,361	-	-	-	1,764,258
Total liabilities	6,318,114	2,059,770	1,966,082	449,595	1,554,621	1,896,452	-	943,190	15,187,824
DEFERRED INFLOWS OF RESOURCES									
Deferred inflows-leases	8,670,379	-	-	-	-	-	-	-	8,670,379
Unavailable revenue	1,049,983	228,862	-	53,308	-	1,473,529	1,616,251	248,729	4,670,662
Total deferred inflows of resources	9,720,362	228,862	-	53,308	-	1,473,529	1,616,251	248,729	13,341,041
Fund balances:									
Nonspendable	-	-	-	-	-	-	-	-	-
Restricted	-	28,011,567	15,630,352	18,375,792	347,648	107,768,557	24,099,386	30,367,032	224,600,334
Committed	-	-	-	-	-	-	-	5,564,798	5,564,798
Assigned	14,913,066	-	-	-	-	-	-	-	14,913,066
Unassigned	18,500,132	-	-	-	-	-	-	-	18,500,132
Total fund balances	33,413,198	28,011,567	15,630,352	18,375,792	347,648	107,768,557	24,099,386	35,931,830	263,578,330
Total liabilities, deferred inflows and fund balances	$ 49,451,674	$ 30,300,199	$ 17,596,434	$ 18,878,695	$ 1,902,269	$ 111,138,538	$ 25,715,637	$ 37,123,749	$ 292,107,195

See accompanying notes to the basic financial statements.

City of Broken Arrow, Oklahoma
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
June 30, 2025

Total fund balance, governmental funds	$	263,578,330
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the funds, but are reported in the governmental acitivities of the Statement of Net Position		411,148,825
Certain other long-term assets and deferred outflows are not available to pay current period expenditures and therefore are deferred or not reported in the funds:		
Receivable from other governments		1,390,058
Court fines receivable		926,901
Cemetery receivable		12,330
Street light fee		3,348
Interest receivable		2,053,079
Miscellaneous receivables		898,862
Deferred outflows related to pensions		29,955,006
Deferred outflow on refunding		260,618
Deferred outflow - OPEB		272,031
		35,772,233
Certain special revenue funds are used by management to perform business-type activities. The assets and liabilities of these special revenue funds are included in the business-type activities on the Statement of Net Position:		
Excess Capacity Sewer Fund		(2,195,989)
Stormwater Capital Fund		(335,715)
		(2,531,704)
The assets and liabilities of certain internal services funds are not included in this fund financial statement, but are included in the governmental activities of the Statement of Net Position		(34,263)
Certain long-term liabilities are not due and payable from current financial resources and therefore they, along with deferred inflows, are not reported in the funds:		
Unamortized premium		(4,945,272)
General obligation bonds payable		(224,550,000)
Notes payable		(613,037)
Subscription liabilities		(55,951)
Accrued compensated absences		(5,849,004)
Accrued interest payable		(1,574,037)
Claims liability		(3,515,000)
Automotive and general liability		(1,249,000)
Judgments payable		(2,685,032)
Deferred inflows related to OPEB		(251,097)
Total OPEB liability		(1,237,837)
Net pension liability		(74,885,938)
Deferred inflows related to pensions		(4,143,045)
		(325,554,250)
Net Position of Governmental Activities in the Statement of Net Position	$	382,379,171

See accompanying notes to the basic financial statements.

City of Broken Arrow, Oklahoma
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the year ended June 30, 2025

	General Fund	Public Safety Sales Tax-Police	Public Safety Sales Tax-Fire	Sales Tax Capital Improvement Fund	American Relief Fund	2018 General Obligation Bond Fund	Debt Service Fund	Other Governmental Funds	Total Governmental Funds
REVENUES									
Sales and use taxes	$ 64,988,073	$ 3,091,332	$ 3,091,332	$ 10,319,994	$ -	$ -	$ -	$ 5,159,997	$ 86,650,728
Property tax	-	-	-	-	-	-	23,066,161	262,661	23,328,822
Franchise and miscellaneous taxes	5,490,844	-	-	-	-	-	-	2,102,750	7,593,594
Intergovernmental	564,065	2,168,309	7,258,250	83,596	7,543,182	-	-	1,650,909	19,268,311
Charges for services	18,485,367	-	-	-	-	-	-	3,309,121	21,794,488
Fines and forfeitures	1,642,418	-	-	-	-	-	-	2,600	1,645,018
Licenses and permits	2,171,784	-	-	-	-	-	-	-	2,171,784
Rental income	869,005	-	-	-	-	-	-	-	869,005
Investment income	919,288	636,223	246,353	384,928	165,316	3,942,331	597,675	429,592	7,321,706
Miscellaneous	238,291	19,540	21,471	593,573	-	22,390	-	614,893	1,510,158
Total revenues	95,369,135	5,915,404	10,617,406	11,382,091	7,708,498	3,964,721	23,663,836	13,532,523	172,153,614
EXPENDITURES									
Current:									
General government	14,522,149	-	-	-	4,850,593	127,860	-	564,979	20,065,581
Public safety	-	37,388,001	36,886,882	-	-	-	-	56,734	74,331,617
Public services	2,756,411	-	-	-	-	-	-	622,014	3,378,425
Parks and recreation	6,676,393	-	-	-	-	-	-	-	6,676,393
Debt Service:									
Principal	-	-	-	1,745,000	-	-	14,159,667	-	15,904,667
Interest and other charges	-	-	-	143,968	-	-	7,389,220	-	7,533,188
Bond issuance costs	-	-	-	-	-	132,800	203,364	-	336,164
Capital Outlay	1,175	753,898	-	9,941,953	2,692,590	15,727,283	-	5,713,703	34,830,602
Total expenditures	23,956,128	38,141,899	36,886,882	11,830,921	7,543,183	15,987,943	21,752,251	6,957,430	163,056,637
Excess (deficiency) of revenues over expenditures	71,413,007	(32,226,495)	(26,269,476)	(448,830)	165,315	(12,023,222)	1,911,585	6,575,093	9,096,977
OTHER FINANCING SOURCES (USES)									
Proceeds from long-term debt	-	-	-	-	-	23,500,000	-	-	23,500,000
Bond premium	-	-	-	-	-	-	873,059	-	873,059
Transfers in	22,194,850	36,190,630	29,437,393	1,664	-	-	-	1,267,051	89,091,588
Transfers out	(95,592,983)	-	-	-	-	-	(155,000)	(2,418,715)	(98,166,698)
Total other financing sources and uses	(73,398,133)	36,190,630	29,437,393	1,664	-	23,500,000	718,059	(1,151,664)	15,297,949
Net change in fund balances	(1,985,126)	3,964,135	3,167,917	(447,166)	165,315	11,476,778	2,629,644	5,423,429	24,394,926
Fund balances - beginning	35,398,325	24,047,432	12,462,435	18,822,958	182,333	96,291,779	21,469,742	30,508,398	239,183,402
Fund balances - ending	$ 33,413,199	$ 28,011,567	$ 15,630,352	$ 18,375,792	$ 347,648	$ 107,768,557	$ 24,099,386	$ 35,931,827	$ 263,578,328

See accompanying notes to the basic financial statements.

City of Broken Arrow, Oklahoma

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities

For the year ended June 30, 2025

Net change in fund balances - total governmental funds:	$	24,394,926
Amounts reported for Governmental Activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures while governmental activities report depreciation expense to allocate those expenditures over the life of the assets:		
Capital asset purchases capitalized		28,804,659
Capital assets contributed		5,638,106
Depreciation expense		(16,542,721)
Amortization expense-subscriptions		(52,782)
		17,847,262
Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position:		
GO bond principal payment		13,947,667
Bond proceeds		(23,500,000)
Premium on bonds		(873,059)
Amortization of premium on bonds		1,012,320
Issuance of judgments		(2,273,699)
Subscription liability principal payments		53,398
Principal paid on judgments		212,000
Notes payable principal payment		1,745,000
		(9,676,373)
Certain assets are not reported in the funds on the modified accrual basis of accounting, however, at the government-wide financial statements are reported due to the accrual basis of accounting:		
Change in net pension asset		(1,156,028)
Changes in deferred outflow - fair value derivative		(16,912)
Changes in deferred outflows related to OPEB		(41,869)
Changes in deferred outflows related to pensions		3,181,647
		1,966,838
Governmental funds do not present revenues that are not available to pay current obligations. In contrast, such revenues are reported in the Statement of Activities when earned:		
Change in unavailable revenue		949,002
Some expenses reported in the statement of activities do not require the use of current financial resources and these are not reported as expenditures in governmental funds:		
Accrued interest not reflected on Governmental funds		(162,242)
Accrued compensated absences change		(309,047)
Change in derivative investment liability- interest rate swap		16,912
Changes in deferred inflows related to OPEB		62,949
Total OPEB liability change		(133,847)
Change in net pension liability		(14,181,154)
Change in deferred inflows related to pensions		(1,044,377)
Change in deferred outflow on refunding		(44,267)
Change in claims liability		(1,349,000)
		(17,144,073)
Certain special revenue funds are used by management to perform business-type activities. The net change in fund balances of these special revenue funds are included in the business-type activities on the Statement of Activities:		
Change in Excess Capacity Sewer Fund		(151,659)
Change in Stormwater Capital Fund		179,884
		28,225
Internal service fund activity is reported as a proprietary fund in the fund financial statements, but certain net revenues are reported in governmental activities on the statement of Activities:		
Total change in net position for internal service funds		(1,066,578)
Change in net position of governmental activities	$	17,299,229

See accompanying notes to the basic financial statements.

City of Broken Arrow, Oklahoma
Statement of Net Position
Proprietary Funds
June 30, 2025

	Enterprise Funds				
	Broken Arrow Municipal Authority	Broken Arrow Economic Development Authority	Battle Creek Golf Course	Total	Internal Service Funds
ASSETS					
Current assets:					
Cash and cash equivalents	$ -	$ -	$ 67,402	$ 67,402	$ 3,061,146
Restricted cash and cash equivalents	56,275,463	12,275,966	-	68,551,429	-
Accounts receivable, net	9,556,024	-	-	9,556,024	-
Due from other funds	19,030,106	4,193,902	-	23,224,008	-
Due from other governments	19,273,203	-	-	19,273,203	
Interest receivable	-	-	-	-	-
Other receivable	-	555,134	69,776	624,910	543,188
Inventories	1,515,735	-	104,066	1,619,801	-
Prepaid assets	20,500	-	22,891	43,391	-
Total current assets	105,671,031	17,025,002	264,135	122,960,168	3,604,334
Noncurrent assets:					
Restricted cash and cash equivalents	4,551,628	520,861	-	5,072,489	-
Investment in joint venture	37,708,825	-	-	37,708,825	-
Capital assets:					
Land and other nondepreciable assets	70,003,055	41,284,500	229,677	111,517,232	-
Other capital assets, net of accumulated depreciation	208,814,257	4,960,018	3,731,286	217,505,561	-
Total noncurrent assets	321,077,765	46,765,379	3,960,963	371,804,107	-
Total assets	426,748,796	63,790,381	4,225,098	494,764,275	3,604,334
DEFERRED OUTFLOWS OF RESOURCES					
Deferred charge on refunding	24,105	-	-	24,105	-
Deferred amounts related to OPEB	126,741	-	-	126,741	-
Total deferred outflows of resources	150,846	-	-	150,846	-
LIABILITIES					
Current liabilities:					
Accounts payable	8,967,198	872,252	734,409	10,573,859	123,597
Accrued payroll payable	1,205,193	-	-	1,205,193	-
Accrued interest payable	2,257,160	310,016	-	2,567,176	-
Due to other funds	40,579,720	30,389	675,697	41,285,806	-
Other accrued expenses	231,079	-	86,154	317,233	-
Amounts held in escrow	156,659	-	-	156,659	-
Due to other governments	-	-	8,348	8,348	
Compensated absences	763,623	-	-	763,623	-
Claims liability	-	-	-	-	1,246,000
Meter deposit liability	261,124	-	-	261,124	-
Bonds, notes and loans payable, net	8,970,441	2,555,000	-	11,525,441	-
Capital lease obligation	-	-	-	-	-
Total current liabilities	63,392,197	3,767,657	1,504,608	68,664,462	1,369,597
Non-current liabilities:					
Compensated absences	254,541	-	-	254,541	-
Claims liability	-	-	-	-	2,269,000
Meter deposit liability	1,196,962	-	-	1,196,962	-
Bonds, notes and loans payable	199,153,793	38,810,000	-	237,963,793	-
Capital lease obligation	-	-	-	-	-
Total OPEB liability	503,906	-	-	503,906	-
Total non-current liabilities	201,109,202	38,810,000	-	239,919,202	2,269,000
Total liabilities	264,501,399	42,577,657	1,504,608	308,583,664	3,638,597
DEFERRED INFLOW OF RESOURCES					
Deferred amounts related to OPEB	112,954	-	-	112,954	-
Total deferred inflow of resources	112,954	-	-	112,954	-
NET POSITION					
Net investment in capital assets	70,693,078	46,765,379	4,209,883	121,668,340	-
Restricted for debt service	20,386,023	-	-	20,386,023	-
Unrestricted (deficit)	71,206,188	(25,552,655)	(1,489,393)	44,164,140	(34,263)
Total net position	$ 162,285,289	$ 21,212,724	$ 2,720,490	$ 186,218,503	$ (34,263)

Some amounts reported for business-type activities in the Statement of Net Position are different because certain special revenue funds are used by magagement to perform business-type activities. The assets and liabilities of certain special revenue funds are included in the business-type activities in the Statement of Net Position. 2,531,704

Total net position per Government-Wide financial statements $ 188,750,207

See accompanying notes to the basic financial statements.

City of Broken Arrow, Oklahoma
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Funds
For the Year Ended June 30, 2025

	Enterprise Funds				
	Broken Arrow Municipal Authority	Broken Arrow Economic Development Authority	Battle Creek Golf Course	Total	Internal Service Funds
OPERATING REVENUES					
Water charges	$ 32,230,911	$ -	$ -	$ 32,230,911	$ -
Sewer charges	19,890,518	-	-	19,890,518	-
Sanitation charges	10,899,755	-	-	10,899,755	-
Stormwater fees	9,393,454	-	-	9,393,454	-
Fees and fines	1,238,689	-	-	1,238,689	-
Golf	-	-	1,804,983	1,804,983	-
Miscellaneous	217,827	-	-	217,827	-
Self insurance charges	-	-	-	-	15,394,146
Total operating revenues (expenses)	73,871,154	-	1,804,983	75,676,137	15,394,146
OPERATING EXPENSES					
General government	1,557,897	1,210,646	-	2,768,543	-
Finance and administration	2,262,347	-	-	2,262,347	-
Engineering and construction	4,201,602	-	-	4,201,602	-
Water distribution	15,179,832	-	-	15,179,832	-
Sanitary sewer system	9,022,795	-	-	9,022,795	-
Sanitation services	8,799,359	-	-	8,799,359	-
Support services	4,631,810	-	-	4,631,810	-
Stormwater	4,714,392	-	-	4,714,392	-
Geographic information system	830,460	-	-	830,460	-
Claims expense	-	-	-	-	16,536,761
Golf	-	-	1,715,860	1,715,860	-
Bond issuance costs	72,280	-	-	72,280	-
Depreciation	14,523,745	19,025	176,234	14,719,004	-
Total operating expenses	65,796,519	1,229,671	1,892,094	68,918,284	16,536,761
Operating income (loss)	8,074,635	(1,229,671)	(87,111)	6,757,853	(1,142,615)
NON-OPERATING REVENUES (EXPENSES)					
Interest and investment revenue	1,559,138	834,667	1,174	2,394,979	25,232
Loss on joint venture	(233,499)	-	-	(233,499)	-
Miscellaneous revenue	-	-	-	-	50,805
Gain on disposal of capital assets	(187,504)	2,000,000	-	1,812,496	-
Operating grant	635,544	-	-	635,544	-
Interest expense and fiscal charges	(7,031,124)	(1,626,762)	(2,778)	(8,660,664)	-
Total non-operating revenue (expenses)	(5,257,445)	1,207,905	(1,604)	(4,051,144)	76,037
Income (loss) before contributions and transfers	2,817,190	(21,766)	(88,715)	2,706,709	(1,066,578)
Capital contributions	6,898,819	-	-	6,898,819	-
Transfers in	20,639,850	10,925,110	-	31,564,960	-
Transfers out	(22,489,850)	-	-	(22,489,850)	-
Change in net position	7,866,009	10,903,344	(88,715)	18,680,638	(1,066,578)
Total net position - beginning as previously reported	148,392,977	3,803,874	2,809,206	155,006,057	1,032,315
Restatements (See Note 3)	6,026,303	6,505,506	-	12,531,809	-
Total net position - beginning as restated	154,419,280	10,309,380	2,809,206	167,537,866	-
Total net position - ending	$ 162,285,289	$ 21,212,724	$ 2,720,490	$ 186,218,503	$ (34,263)

Change in net position, per above	18,680,638
Some amounts reported for business-type activities in the Statement of Activities are different because certain special revenue funds are used by management to perform business-type activities. The activities of certain special revenue funds are included in the business-type activities in the Statement of Activities.	(28,225)
Change in Business-Type Activities in Net Position per Government-Wide Financial Statements	$ 18,652,413

See accompanying notes to the basic financial statements.

City of Broken Arrow, Oklahoma
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2025

	Enterprise Funds				
	Broken Arrow Municipal Authority	Broken Arrow Economic Development Authority	Battle Creek Golf Course	Total Enterprise Funds	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts from customers	$ 75,142,388	$ 3,000	$ 1,766,325	$ 76,911,713	$ 15,337,522
Payments to suppliers	(23,126,667)	(1,722,592)	(1,750,919)	(26,600,178)	-
Payments to employees	(25,021,506)	-	-	(25,021,506)	-
Receipts of customer meter deposits	718,168	-	-	718,168	-
Payment of customer meter deposits	(215,889)	-	-	(215,889)	-
Claims paid	-	-	-	-	(16,338,212)
Interfund receipts	8,096,169	(4,193,902)	(86,908)	3,815,359	-
Net cash provided by (used in) operating activities	35,592,663	(5,913,494)	(71,502)	29,607,667	(1,000,690)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Transfers from other funds	20,639,850	10,925,110	-	31,564,960	-
Transfer to other funds	(22,489,850)	-	-	(22,489,850)	-
Net cash provided by (used in) noncapital financing activities	(1,850,000)	10,925,110	-	9,075,110	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Purchase of capital assets	(37,135,725)	(17,200,789)	-	(54,336,514)	-
Proceeds from issuance of debt	36,943,541	-	-	36,943,541	-
Note issuance costs	-	-	-	-	-
Proceeds from sale of capital assets	219,077	-	-	219,077	-
Principal paid on capital debt	(7,185,174)	(1,835,000)	-	(9,020,174)	-
Interest paid on capital debt	(4,304,250)	(1,637,393)	(2,779)	(5,944,422)	-
Net cash used in capital and related financing activities	(11,462,531)	(20,673,182)	(2,779)	(32,138,492)	-
CASH FLOWS FROM INVESTING ACTIVITIES					
(Increase) decrease in investment in joint venture	233,499	-	-	233,499	-
Interest and dividends	1,334,219	834,667	1,174	2,170,060	25,232
Net cash provided by investing activities	1,567,718	834,667	1,174	2,403,559	25,232
Net Increase (decrease) in cash and cash equivalents	23,847,850	(14,826,899)	(73,107)	8,947,844	(975,458)
Balances-beginning of year	36,979,241	27,623,726	140,509	64,743,476	4,036,604
Balances-end of year	$ 60,827,091	$ 12,796,827	$ 67,402	$ 73,691,320	$ 3,061,146
Reconciliation to Combining Statement of Net Position:					
Cash and cash equivalents	$ -	$ -	$ 67,402	$ 67,402	$ 3,061,146
Restricted cash and cash equivalents-current	56,275,463	12,275,966	-	68,551,429	-
Restricted cash and cash equivalents-noncurrent	4,551,628	520,861	-	5,072,489	-
Total cash and cash equivalents, end of year	$ 60,827,091	$ 12,796,827	$ 67,402	$ 73,691,320	$ 3,061,146
Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities:					
Operating income (loss)	$ 8,074,635	$ (1,229,671)	$ (87,111)	$ 6,757,853	$ (1,142,615)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:					
Depreciation expense	14,523,745	19,025	176,234	14,719,004	-
Miscellaneous non-operating revenue (expense)	-	-	-	-	50,805
Operating grant	635,544	-	-	635,544	-
Change in assets, liabilities and deferrals:					
Receivables, net	641,020	-	-	641,020	-
Due from other funds	(14,982,353)	(4,193,902)	-	(19,176,255)	-
Due from other governments	(5,330)	-	-	(5,330)	-
Other receivable	-	3,000	(38,657)	(35,657)	(107,429)
Inventories	142,202	-	(9,014)	133,188	-
Prepaid assets	-	-	(3,903)	(3,903)	-
Deferred amounts related to OPEB	(10,578)	-	-	(10,578)	-
Accounts payables	2,572,193	(511,946)	(22,142)	2,038,105	98,549
Accrued payroll	139,435		-	139,435	-
Due to other funds	23,078,522	-	(86,908)	22,991,614	-
Other payables	-	-	-	-	-
Amounts held in escrow	-	-	-	-	-
Due to other governments	-	-	-	-	-
Accrued compensated absences	76,057	-	-	76,057	-
Customer meter deposits payable	502,279	-	-	502,279	-
Claims and judgments	-	-	-	-	100,000
Total OPEB liability	68,774	-	-	68,774	-
Net cash provided by (used in) operating activities	$ 35,456,145	$ (5,913,494)	$ (71,501)	$ 29,471,150	$ (1,000,690)
Non-cash Activities:					
Capital assets contributed	$ 6,898,819	$ -	$ -	$ 6,898,819	$ -
Total Non-cash Activities	$ 6,898,819	$ -	$ -	$ 6,898,819	$ -

See accompanying notes to the basic financial statements.

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Note 1 – Summary of Significant Accounting Policies

Organization and operations

The City's accounting and financial reporting policies conform to accounting principles generally accepted in the United States of America (GAAP). GAAP includes all relevant Governmental Accounting Standards Board (GASB) pronouncements. The accounting and reporting framework and the more significant accounting policies are discussed in subsequent subsections of this note.

Financial reporting entity

The City's financial reporting entity is comprised of the following:

Primary Government:	City of Broken Arrow
Blended Component Units:	Broken Arrow Municipal Authority Broken Arrow Economic Development Authority
Discretely Presented Component Units:	Broken Arrow Home Finance Authority Broken Arrow Hospital Authority

In determining the financial reporting entity, the City complies with the provisions of Governmental Accounting Standards Board Statement No. 14, *The Financial Reporting Entity as amended by GASB 61* and other subsequent standards and includes all component units of which the City is fiscally accountable. Each of these component units are Public Trusts established pursuant to Title 60 of Oklahoma State law. Public Trusts (Authorities) have no taxing power. The Authorities are generally created to finance city services through issuance of revenue bonds or other non-general obligation debt and to enable the City Council to delegate certain functions to the governing body (Trustees) of the Authority. The Authorities generally retain title to assets which are acquired or constructed with Authority debt or other Authority generated resources. In addition, in most cases, the City has leased certain existing assets at the creation of the Authorities to the trustees on a long-term basis. The City, as beneficiary of the Public Trusts, receives title to any residual assets when a Public Trust is dissolved.

Blended component units

Blended component units are separate legal entities that meet the component unit criteria described above and whose governing body is the same or substantially the same as the City council or the component unit provides services entirely to the City. These component units' funds are blended into those of the City's by appropriate fund type to comprise part of the primary government presentation.

Two component units are blended into the primary government's fund types as presented below:

Component Unit	Brief Description/Inclusion Criteria	Reporting Fund
Broken Arrow Municipal Authority (BAMA)	Created July 1, 1979, to finance, develop and operate the water, sewer, and solid waste activities. The current City Council serves as its entire governing body (Trustees). Any issuance of debt would require two-thirds approval of the City Council.	Enterprise Fund

Broken Arrow Economic Development Authority (BAEDA)	Created November 19, 1973, to promote and encourage development of industry and commerce and other related activities on behalf of the City. Five trustees are appointed by the City Council and may be removed at will by the City Council. During 2008, the current City Council began serving its entire governing body (Trustees). As a result, BAEDA is presented as a blended component unit, whereas in years prior to 2008, it was presented as a discretely presented component unit. Any issuance of debt would require two-thirds approval of the City Council.	Enterprise Fund

Discretely presented component units

Discretely presented component units are separate legal entities that meet the component unit criteria described above but do not meet the criteria for blending. The City has two component units that are discretely presented in the City's report as presented below.

Component Unit	Brief Description/Inclusion Criteria
Broken Arrow Home Finance Authority (BAHFA)	Created May 9, 1980, to provide, improve and secure decent safe and sanitary housing facilities, especially for low to moderate income families and to prevent blight, hazardous and unhealthy housing conditions. The governing body consists of five members appointed by the City Council. One of these members must also serve on the City Council. The governing body members may be removed at will by the City Council. Any issuance of debt would require two-thirds approval of the City Council.

Component Unit	Brief Description/Inclusion Criteria
Broken Arrow Hospital Authority (BAHA)	Created May 1, 1974, to construct, maintain and operate the hospital and medical facilities of the City. Trustees are appointed by the City Council from a list supplied by the hospital board. They may be removed at will by the City Council. Any issuance of debt would require two-thirds approval of the City Council.

The Broken Arrow Home Finance Authority and the Broken Arrow Hospital Authority do not issue separate annual financial statements.

Related organizations

The following related organizations are not included in the financial reporting entity:

Broken Arrow Housing Development Corporation – a nonstock, nonprofit corporation acting as an instrumentality of the City for the purpose of assisting in financial dwelling accommodations for persons of low income. The Corporation issued first lien revenue bonds after approval by the City Council. The bonds do not constitute debt of the City and are secured by revenues received from the United States Department of Housing and Urban Development. The revenues represent monthly housing assistance payments for project units occupied by eligible low-income tenants.

Broken Arrow Economic Development Corporation – a nonstock, nonprofit corporation acting as an instrumentality of the City for the purpose of assisting in economic development.

Broken Arrow Industrial Trust Authority – A Title 60 Public Trust created November 1, 1962, to own, acquire, construct, improve, maintain, and operate facilities used in securing or developing industry in the City. The City Manager serves as trustee along with two appointees made by the Broken Arrow Chamber of Commerce. This trust currently is inactive.

Joint venture

The City is currently a participant (with equity interest) in the general operating portion of the Regional Metropolitan Utility Authority (RMUA). The RMUA is a Title 60 Public Trust created to provide, operate, and maintain water supply, wastewater, and pollution control facilities for the benefit of various governmental entities. Currently, the RMUA is providing wastewater facilities at the Haikey Creek sewage treatment plants. On dissolution of the RMUA, the net position will be distributed to the beneficiaries based upon their pro-rata interest. Separate audited financial statements of RMUA for the year ended June 30, 2025, are available from the Office of Finance, City of Tulsa, Oklahoma.

Basis of presentation

Government-wide financial statements

The statement of net position and statement of activities display information about the City as a whole including component units. They include all financial activities of the reporting entity. Eliminations have been made to minimize the double reporting of transactions involving internal activities. Individual funds are not displayed in these statements. Instead, the statements distinguish between governmental and business-type activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services.

The statement of activities presents a comparison between the expenses and program revenues directly associated with the different governmental functions and business-type activities to arrive at the net revenue or expense of the function or activity prior to the use of taxes and other general revenues. Program revenues include 1) fees, fines and service charges generated by the program or activity, 2) operating grants and contributions that are restricted to meeting the operational requirements of the program or activity, and 3) capital grants and contributions that are restricted to meeting the capital requirements of the program or activity.

Fund financial statements

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts which constitute its assets, deferred outflows, liabilities, deferred inflows, fund equity, revenues, and expenditures/expenses. Separate financial statements are presented for two major fund categories: governmental and proprietary. An emphasis of the fund financial statements is placed on major governmental and enterprise funds. A fund is considered major if it is the primary operating fund of the City or meets the following criteria:

a. Total assets plus deferred outflows, liabilities plus deferred inflows, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10% of the corresponding total for all funds of that category or type, and

b. Total assets plus deferred outflows, liabilities plus deferred inflows, revenues or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5% of the corresponding total for all governmental and enterprise funds combined.

c. A fund does not meet the criteria of (a) and (b), however, management has elected to report the fund as a major fund due to its significance to users of the financial statements.

All remaining governmental and enterprise funds not meeting the above criteria are aggregated and reported as nonmajor funds. The funds of the financial reporting entity are described below:

Governmental funds:

General fund (Major Fund)

The General Fund is the primary operating fund of the City. It is used to account for all activities except those legally or administratively required to be accounted for in other funds.

Special revenue funds

Special revenue funds are used to account for the proceeds of specific revenue sources that are legally or administratively restricted to expenditures for certain purposes. The reporting entity includes the following special revenue funds:

Fund	Brief Description
Public Safety Sales Tax-Police (Major Fund)	Accounts for revenues generated by a 0.15% sales tax to be used strictly for police expenditures.
Public Safety Sales Tax-Fire (Major Fund)	Accounts for revenues generated by a 0.15% sales tax to be used strictly for fire expenditures.
Excess Capacity Sewer Escrow	Accounts for acreage fees limited in use to expenditures for excess capacity sewer lines.
Stormwater Capital	Accounts for funds received in lieu of building a detention facility to be used for future or ongoing stormwater improvement and regional detention projects.

Convention and Visitors Bureau	Accounts for funds received in relation to leisure, cultural and recreational activities within the City.
Police Enhancement	Accounts for monies limited in use for police department education and drug prevention activities.
Street and Alley	Accounts for commercial vehicle tax and gasoline excise tax legally restricted for street and alley repairs and maintenance.
Housing and Urban Development	Accounts for revenue and expenditures of Community Development Block Grants and the Home program.
CARES Act Fund	Accounts for funds received from the Federal Coronavirus Aid, Relief and Economic Security Act and expended for special designated purposes approved by City Council.
E-911	Accounts for the City's share of E-911 customer assessment that is legally restricted for public safety.
Crime Prevention	Accounts for revenues and expenditures of a grant from the U.S. Department of Justice.
Alcohol Enforcement	Accounts for funds received limited in use for juvenile education and enforcement related to alcohol.
Street Light Fee	Accounts for funds received limited in use for operating, maintaining and construction of the street light program.
Admin Technology	Accounts for revenues generated by a technology fee to be used for acquisition and maintenance of court computers and video arraignment equipment.
Creek TIF Apportionment Fund	Accounts for revenues and expenditures of the Creek 51 Tax Increment Financing.
District 3 TIF Apportionment Fund	Accounts for revenues and expenditures of the District 3 Tax Increment Financing.
Opioid Settlement Fund	Accounts for funds received from settlement of opioid crisis in Oklahoma to be used for specific purposes approved by council and the settlement agreements.
PSO 1% Franchise Fee Fund	Accounts for additional 1% PSO franchise fee to be used for economic development.

Debt Service Fund (Major Fund)

The Debt Service Fund is used to account for ad-valorem taxes levied by the City for use in retiring general obligation bonds, court-assessed judgments, and their related interest expense and fiscal agent fees.

Capital project funds

Capital project funds are used to account for resources restricted for the acquisition or construction of s specific capital projects or items. The reporting entity includes the following capital project funds:

Fund	Brief Description
Sales Tax Capital Improvement (Major Fund)	Accounts for the revenues generated by a 0.5% sales tax to be used strictly for capital improvements. This fund is the primary funding source for capital outlay expenditures of General Fund departments.
American Relief Fund (Major Fund)	Accounts for funds received from the Federal American Recovery Plan Act and expended for special designated purposes as prescribed by the Act and approved by City Council.
2018 General Obligation Bond Fund (Major Fund)	Accounts for bond proceeds to be used for street, public safety, park and recreation and stormwater improvements and the purchase and construction of public buildings.
2014 General Obligation Bond Fund	Accounts for bond proceeds to be used for street, public safety, park and recreation, stormwater improvements and the purchase and construction of public buildings.
Parks and Recreation	Accounts for fees collected on the construction of new residences which are restricted in use for park and recreation improvements.
Cemetery Care	Accounts for 12.5% of cemetery revenue restricted by state law and an additional 12.5% contributed by the City for cemetery capital improvement.
Street Sales Tax	Accounts for revenues generated by a 0.25% sales tax to be used strictly for street improvements.
1994 General Obligation Bond Fund	Accounts for bond proceeds to be used for industrial development purposes within the City.
2008 General Obligation Bond Fund	Accounts for bond proceeds to be used for street, public safety, park and recreation and stormwater improvements.
2011 General Obligation Bond Fund	Accounts for bond proceeds to be used for street, public safety, park and recreation and stormwater improvements.
Vehicle Replacement Fund	Accounts for revenues and transfers from other funds to be used for replacing City vehicles.

Proprietary funds

Proprietary funds include both enterprise funds and internal service funds. Enterprise funds are used to account for business-like activities provided to the general public. Internal service funds are used to account for business-like activities provided and charged to other funds or entities within the reporting entity. Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund.

Non-operating revenues of the proprietary funds include such items as investment earnings, interest expense, and subsidies. The reporting entity includes the following enterprise funds and internal service funds:

Enterprise funds

Fund	Brief Description
Broken Arrow Municipal Authority	Accounts for activities of the public trust in providing water, wastewater, and solid waste services to the public.
Broken Arrow Economic Development Authority	Accounts for revenue and expenses of the public trust used to promote economic development.
Battle Creek Golf Course	Accounts for recreational activities of the municipal golf course.

Internal service funds

Fund	Brief Description
Workers Compensation	Accounts for charges to the operating funds of the City used to pay workers' compensation claims.
Group Health and Life	Accounts for charges to the operating funds of the City used to pay the expenses of the City's shared risk group health and life insurance plans.

Component units

Discretely presented component units are separate legal entities whose governing body (in majority) is appointed by the Mayor or City Council, but whose governing body is not substantially the same as the City Council nor an entity established to provide services primarily to the City. Since these component units are not as closely associated with the City as are the blended component units, they are reported in a discretely presented column on the combined financial statements labeled Component Units. The reporting entity includes the following discretely presented component units:

Component Unit	Brief Description
Broken Arrow Home Finance Authority	Accounts for revenue and expenses of the public trust used to assist in providing single family, owner occupied residential housing facilities.
Broken Arrow Hospital Authority	Accounts for revenue and expenses of the public trust used in establishing and developing healthcare facilities.

Measurement focus and basis of accounting

Measurement focus is a term used to describe how transactions are recorded within the financial statements. Basis of accounting refers to when transactions are recorded regardless of the measurement focus applied.

Measurement focus:

Government-wide and proprietary fund financial statements

In the government-wide statement of net position and statement of activities, and the proprietary fund statements the *economic resources* measurement focus is applied. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets, deferred outflows, liabilities, and deferred inflows (whether current or noncurrent, financial, or nonfinancial) associated with their activities are reported.

Governmental fund financial statements

In the governmental fund financial statements, a *current financial resources* measurement focus is applied. Under this focus, only current financial assets, and liabilities, along with certain deferred outflows and deferred inflows, are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

Basis of accounting:

Government-wide and proprietary fund financial statements

In the government-wide statement of net position and statement of activities, and the proprietary fund financial statements the accrual basis of accounting is applied. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, deferred outflows, liabilities and deferred inflows resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Governmental fund financial statements

In the governmental fund financial statements, the modified accrual basis of accounting is applied. Under this modified accrual basis of accounting, revenues are recognized when *measurable and available*. Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The City has defined "available" as collected within 60 days after year end. Sales and use taxes, franchise taxes, hotel/motel taxes, court fines, and interest are considered susceptible to accrual. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general long-term debt principal and interest, claims, and judgments, and accrued compensated absences, which are recorded as expenditures to the extent they have matured. Proceeds of general long-term debt and leases are reported as other financial sources.

Assets, deferred outflows, liabilities, deferred inflows and net position

Cash and cash equivalents

Cash and cash equivalents include all demand and savings accounts and certificates of deposits or short-term investments with an original maturity of three months or less. Investments in open-ended, mutual-fund money-market accounts are also considered cash equivalents and reported at the funds current share price.

Investments

Investments consist of certificates of deposit whose original maturing term exceeds three months and U.S. government securities. Investment in long-term U.S. government securities are carried at fair value from quoted market prices. All other investments are carried at cost or amortized cost.

Receivables

Material receivables in governmental funds and governmental activities include revenue accruals such as sales tax, franchise tax and grants and other similar intergovernmental revenues, since they are usually both measurable and available. Non-exchange transactions collectible, but not available, are deferred in accordance with GASB 33. Interest and investment earnings are recorded when earned, only if paid within 60 days, since they would be considered both measurable and available at the fund level.

Proprietary type funds, business-type activities and similar component unit's material receivables consist of all revenues earned at year end and not yet received. Utility accounts receivable and interest earnings comprise the majority of proprietary fund receivables.

Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable.

Leases Receivable

The City is a party as lessor for sixteen long-term leases of land and infrastructure. The corresponding leases receivable are recorded in an amount equal to the present value of the expected future minimum lease payments received or received, respectively, discounted by an applicable interest rate.

Deferred inflow of resources are recognized at the inception of leases in which the city is the lessor and are recorded in an amount equal to the corresponding lease receivable plus certain additional amounts received from the lessee at or before the commencement of the lease term that relates to future periods, less any lease incentives paid to, or on behalf of, the lessee at or before the commencement of the lease term. The inflow of resources is recognized in a systematic and rational manner over the term of the lease.

The total amount of inflows of resources, including lease revenue and interest revenue recognized during the fiscal year was $645,000.

Inventories

The City has chosen to record consumable materials and supplies as an asset when purchased and expended as consumed. Such inventory is valued at cost.

SBITAs

The City accounts for subscription-based information technology arrangements (SBITAs) in accordance with GASB Statement No. 96, Subscription-Based Information Technology Arrangements. Subscription assets and related subscription liabilities are recorded for all significant SBITAs. See Note 3 for additional information on subscription assets and related liabilities.

Capital assets and depreciation

The accounting treatment of property, plant and equipment (capital assets) depends on whether the assets are used in governmental fund type or proprietary fund operations and whether they are reported in the government-wide or fund financial statements. Subscription based information technology arrangements are valued at the present value of future payments plus capitalizable implementation costs. SBITA assets are amortized over the shorter of useful life or the term of the associated contract.

Government-wide statements

In government-wide financial statements, property, plant, and equipment are accounted for as capital assets. The City's capitalization threshold is $5,000 for all capital assets with the exception of the Battle Creek Golf Course, which has a threshold of $2,500. All capital assets are valued at historical cost or estimated historical cost if actual is unavailable, except for donated capital assets which are recorded at their estimated fair value at the date of donation. General infrastructure assets (such as roads, bridges, and traffic systems) acquired prior to July 1, 2002, are reported at estimated historical cost using deflated replacement costs. The cost of normal maintenance and repairs to these assets that do not add materially to the value of the asset or materially extend the assets' useful lives are not capitalized. Interest costs, net of interest earned on any invested capital debt proceeds, are capitalized when incurred by proprietary funds.

Depreciation of all exhaustible capital assets is recorded as an operating expense in proprietary fund financial statements and an allocated expense in the statement of activities, with accumulated depreciation reflected in the statement of net position. Depreciation is provided over the assets' estimated useful lives using the straight-line method of depreciation. The range of estimated useful lives by type of asset is as follows:

Buildings	25 – 50 years
Other improvements	10 – 50 years
Infrastructure	25 – 50 years
Machinery and equipment	3 – 20 years

In the governmental fund financial statements, capital assets acquired are accounted for as capital outlay expenditures.

Restricted assets

Restricted assets include cash and investments of enterprise funds and business-type activities that are legally restricted as to their use. The primary restricted assets are related to utility customer deposits, revenue bonds, and Oklahoma Water Resources Board (OWRB) trustee accounts.

Long-term debt

Accounting treatment of long-term debt varies depending upon the source of repayment and the measurement focus applied, and whether the debt is reported in the government-wide or fund financial statements.

All long-term debts to be repaid from governmental activities, business-type activities, proprietary fund, and component unit resources are reported as liabilities as incurred. The long-term debt consists primarily of accrued compensated absences, judgments payable, liability for claims, general obligation bonds payable, notes payable, revenue notes payable and revenue bonds payable. This long-term debt is reported net of unamortized premiums, discounts, and amounts deferred from refundings.

Long-term debt of governmental funds is not reported as a liability in the fund financial statements. The debt proceeds are reported as other financing sources and payment of principal and interest reported as expenditures.

Compensated absences

The City's policies regarding vacation and compensatory time permit employees to accumulate varying amounts as determined by management and contracts with employee groups. Sick leave does not vest to the employee.

The estimated liabilities for vested benefits also include salary-related payments such as employment taxes. Compensated absences are reported as accrued in the government-wide, proprietary, and component unit financial statements. Governmental funds report only the matured compensated absences payable to currently terminating or retiring employees.

Equity classifications:

Government-wide and proprietary fund financial statements

Equity is classified as net position and displayed in three components:

a. Net investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

b. Restricted net position – Consists of net position with constraints placed on the use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments, or 2) law through constitutional provisions or enabling legislation.

c. Unrestricted net position – All other net position that does not meet the definition of "restricted" or "net investment in capital assets."

It is the City's policy to first use restricted net position prior to the use of unrestricted net position when an expense is incurred for purposes for which both restricted and unrestricted net position are available.

Governmental fund financial statements

Governmental fund equity is classified as fund balance. Fund balance is further classified as follows:

1. Nonspendable – amounts not in spendable form, such as inventory legally or contractually required to be maintained intact.

2. Restricted – amounts constrained to be being used for a specific purpose by either external parties, constitutional provisions or enabling legislation.

3. Committed – amounts with constraint on use imposed by the government itself, using its highest level of decision-making authority that can be removed or changed only by taking the same action. The City's highest level of decision-making authority is made by ordinance.

4. Assigned – amounts intended to be used for specific purposes as expressed by the governing body or official authorized by the governing body.

5. Unassigned – amounts available for any purpose.

Internal and interfund balances and activities

In the process of aggregating the financial information for the government-wide financial statements, some amounts reported as interfund activity and balances in the fund financial statements have been eliminated or reclassified.

Government-wide financial statements:

1. Interfund balances – amounts reported in the fund financial statements as interfund receivables and payables are eliminated in the governmental and business-type activities columns of the Statement of Net Position, except for the net residual amounts due between governmental and business-type activities, which are reported as internal balances.

2. Internal activities – amounts reported as interfund transfers in the fund financial statements are eliminated in the government-wide statement of activities except for the net amount of transfers between governmental and business-type activities, which are reported as transfers – internal activities. The effects of interfund services between funds are not eliminated in the statement of activities.

3. Primary government and component unit activity and balances – resource flows between the primary government, the City and BAMA, are reported as if they were external transactions.

Fund financial statements

Interfund activity, if any, within and among the governmental and proprietary fund categories is reported as follows in the fund financial statements:

1. Interfund loans – amounts provided with a requirement for repayment are reported as interfund receivables and payables.

2. Interfund services – sales or purchases of goods and services between funds are reported as revenues and expenditures/expenses.

3. Interfund reimbursements – repayments from funds responsible for certain expenditures/expenses to the funds that initially paid for them are not reported as reimbursements but as adjustments to expenditures/expenses in the respective funds.

4. Interfund transfers – flow of assets from one fund to another where repayment is not expected are reported as transfers in and out.

Revenues, expenditures, and expenses

Sales tax

The City levies a 3.55% sales tax on taxable sales within the City. The sales tax is collected by the Oklahoma Tax Commission and remitted to the City in the month following receipt by the Tax Commission. The sales tax recorded is allocated 1.5 cent (42.3%) for General Fund operations, 1 cent (28.2%) for the Broken Arrow Municipal Authority, 0.5 cent (14.1%) for capital improvements, 0.25 cent (7%) for Street Sales Tax Fund, 0.15 cent (4.2%) for the Public Safety Sales Tax-Police Fund, and 0.15 cent (4.2%) for the Public Safety Sales Tax-Fire Fund. Sales tax resulting from sales occurring prior to year-end and received by the City after year end have been accrued and are included under the caption *due from other governments*, since they represent taxes on sales occurring during the reporting period.

Property tax

Under State law, municipalities are limited in their ability to levy a property tax. Such tax may only be levied to repay principal and interest on general obligation bonded debt approved by voters and any court-assessed judgments. At the present time, the City levies a property tax to fund the annual debt service requirements of the general obligation bonds and court-assessed judgments.

The property tax levy, as determined by the City's debt service needs, is submitted to the County Excise Board for approval. County assessors and elected officials determine the taxable value of real estate and personal property in the County. A State Board of Equalization hears complaints on real estate values with the power to equalize assessments. Under present State law, the ratio of assessed value to true value cannot be less than 11% or more than 13.5%.

Property taxes levied by the City are billed and collected by the County Treasurer's Office and remitted to the City in the month following collection. Property taxes are levied normally in October and are due in equal installments on December 31 and March 31. Property taxes unpaid for the fiscal year are attached by an enforceable lien on property in the following October. For the year ended June 30, 2025, the City's net assessed valuation of taxable property was $1,311,394,149. The taxes levied by the City per $1,000 of net assessed valuation for the year ended June 30, 2025, was $16.26.

Program revenues

In the statement of activities, revenues are derived directly from each activity or from parties outside the City's taxpayers and are reported as program revenues. The City has the following program revenues in each activity:

1. General government – Cemetery fees, licenses, permits, planning, and zoning fees; operating and capital grants and contributions including U.S. Department of Housing and Urban Development.

2. Public safety – Ambulance revenue, court fines, and administrative fees; operating and capital grants and contributions including U.S. Department of Justice, Federal Emergency Management Agency, and miscellaneous donations.

3. Public services – Operating and capital grants and contributions including Federal Emergency Management Agency, U.S. Department of Housing and Urban Development, motor fuel, and commercial vehicle intergovernmental revenues.

4. Culture and recreation – Park and recreation fees, swimming pool fees, rents, and royalties; operating and capital grants and contributions including Oklahoma Arts Council and miscellaneous donations.

Expenditures and expenses

In the government-wide statement of activities, expenses, including depreciation of capital assets, are reported by function or activity. In the governmental fund financial statements, expenditures are reported by class as current (further reported by function), capital outlay and debt service. In proprietary fund financial statements, expenses are reported by object or activity.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures.

Note 2 – Stewardship, Compliance and Accountability

By its nature as a local government unit, the City and its component units are subject to various federal, state, and local laws and contractual regulations.

Deposits and investments laws and regulations

In accordance with State law, all uninsured deposits of municipal funds in financial institutions must be secured with acceptable collateral valued at the lower of market or par. Acceptable collateral includes certain U.S. Government or Government Agency securities, certain State of Oklahoma or political subdivision debt obligations or surety bonds. As required by 12 U.S.C.A., Section 1823(e), all financial institutions pledging collateral to the City must have a written collateral agreement approved by the board of directors or loan committee.

Investments of the City (excluding Public Trusts) are limited by State law to the following:

1. Direct obligations of the U.S. Government, its agencies, and instrumentalities to which the full faith and credit of the U.S. Government is pledged, or obligations to the payment of which the full faith and credit of the State of Oklahoma is pledged.

2. Certificates of deposit or savings accounts that are either insured or secured with acceptable collateral with in-state financial institutions, and fully insured certificates of deposit or savings accounts in out-of-state financial institutions.

3. With certain limitations, negotiable certificates of deposit, prime banker's acceptances, prime commercial paper and repurchase agreements.

4. County, municipal or school district tax supported debt obligations, bond or revenue anticipation notes, money judgments, or bond or revenue anticipation notes of public trusts whose beneficiary is a county, municipality, or school district.

5. Notes or bonds secured by mortgage or trust deed insured by the Federal Housing Administrator and debentures issued by the Federal Housing Administrator, and in obligations of the National Mortgage Association.

6. Money market funds regulated by the SEC and in which investments consist of the investments mentioned in the previous paragraphs 1, 2, 3, and 4.

Public trusts created under O.S. Title 60, are not subject to the above-mentioned investment limitations and are primarily governed by any restrictions in their trust or bond indenture.

Debt restrictions and covenants

Other long-term debt

As required by the Oklahoma State Constitution, the City (excluding Public Trusts) may not incur any indebtedness that would require payment from resources beyond the current fiscal year revenue, without first obtaining voter approval. During Fiscal Year 2025, the City issued General Obligation Bonds Series 2024 in the amount of $23,500,000, which were approved by the citizens of the City.

Revenue bond and promissory note debt

The various bond and note indentures relating to the revenue bond and promissory note issuances of the Broken Arrow Municipal Authority contain a number of restrictions or covenants that are financial related. These include covenants such as a required flow of funds through special accounts, a debt service coverage requirement and required reserve account balances. The following schedule presents a brief summary of the most significant requirements and the Authority's level of compliance thereon as of June 30, 2025.

Requirement	Level of Compliance

a. Flow of Funds:

OWRB Loans: • Utility Revenue Fund • Sales Tax Fund • Operation and Maintenance Fund • Bond Fund (interest, principal, and reserve accounts)	All funds, except for a separate Utility Revenue Fund have been established. Utility revenue is deposited directly into O & M Fund. Method of actual transfers of funds is not made specifically in accordance with bond covenants; however, the end result of the flow of funds is being accomplished.

b. Reserve Account Requirement:
OWRB Loans:

• Account balance on the 2015 OWRB note payable should equal $857,666.	Account balance at June 30, 2025, for the 2015 OWRB note payable is $857,666.
• Account balance on the 2019 BAEDA note payable should equal $520,861.	Account balance at June 30, 2025, for the 2019 BAEDA note payable is $520,861.

c. Revenue Bond Coverage:

OWRB Loans and Sales Tax Revenue Note: • Net revenues of the Authority plus 125% of maximum annual debt service of all obligations on a parity with the OWRB 2004, 2007, 2012, 2015, 2016 A&B, 2017 A&B, 2018, 2019 A&B, 2020 A,B&C, 2021, 2023 notes and 2019, 2021 and 2023 Sales Tax Revenue Notes.	Maximum annual debt service on all parity debt is $12,975,165. Coverage is 235%.

Fund equity/net position restrictions

Fund equity deficit

Title 11, section 17-211 of the Oklahoma statutes prohibits the creation of a deficit fund balance in any individual fund of the City (excluding Public Trusts). The City had no fund balance deficits at June 30, 2025.

Workers Compensation internal service fund has a net position deficit of $314,420 primarily due to actuarially determined unfunded liabilities. It is the City's intent to fund the liabilities as soon as economically feasible.

Budgetary compliance

The City prepares its annual operating budget under the provisions of the Municipal Budget Act (the Budget Act). In accordance with those provisions, the following process is used to adopt the annual budget.

a. Prior to June 1, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following July 1.

b. Public hearings are conducted to obtain citizen comments. At least one public hearing must be held no later than 15 days prior to July 1.

c. Subsequent to the public hearings, but no later than seven days prior to July 1, the budget is adopted by resolution of the City Council.

d. By July 1, the adopted budget is filed with the Office of State Auditor and Inspector.

All funds of the City with revenues and expenditures are required to have annual budgets. The legal level of control at which expenditures may not legally exceed appropriations is the departmental level.

All transfers of appropriations between departments and supplemental appropriations require City Council approval. The City Manager may transfer appropriations within a department without City Council approval. Budget supplements must also be filed with the Office of State Auditor and Inspector.

In accordance with Title 60 of the Oklahoma State Statutes, all of the City's Title 60 Public Trusts (accounted for as enterprise funds and similar component units) are required to prepare an annual budget and submit a copy to the City as beneficiary. However, there are no further requirements such as form of budget, approval of the budget or definition of a legal level of control.

For the year ended June 30, 2025, the City complied in all material respects with the applicable budget laws relating to expenditures and appropriations at the legal level of control.

Note 3 – Detail Notes on Transaction Classes/Accounts

The following notes present detail information to support the amounts reported in the basic financial statements for the City's various assets, deferred outflows, liabilities, deferred inflows, equity, revenues, and expenditures/expenses. The City's policies and applicable laws regarding investments are discussed in Notes 1 and 2.

Deposits

As of June 30, 2025, the City held the following deposits and investments:

				Maturities in Years		
Primary Government:			**Carrying Value**	**On Demand**	**Less than One**	**1-5**
Deposits:						
Cash on hand			$ 900	$ 900	$ -	$ -
Demand deposits			148,045,621	148,045,621	-	-
Time deposits - certificate of deposits			64,006,903	-	64,006,903	-
	Credit Rating	Fair Value Categories				
Investments:						
United States Treasury Notes/Bills	AAA	Level I	96,367,812	-	96,367,812	-
Judgments	N/A	N/A	1,001,417	-	1,001,417	-
Total deposits and investments			$ 309,422,653	$ 174,603,419	$ 161,376,132	$ -
Reconciliation to Statement of Net Position:						
Cash and cash equivalents			$ 148,031,837			
Investments			161,377,032			
			$ 309,408,869			
Component Units:						
Broken Arrow Home Finance Authority			$ 2,786			
Broken Arrow Hospital Authority			10,998			
			$ 13,784			

Interest rate risk. The City's investment policy allows the City to invest in any securities authorized by the State of Oklahoma Statutes, Title 62, Section 348.1-348.3. The City attempts to match investment maturities with expected cash flow requirements and will generally invest in securities with maturities of three years or less.

Credit risk. In accordance with state statute, the City is required to collateralize uninsured deposits with financial institutions with a minimum-security pledge of 110% of acceptable securities. Certificates of deposit above include no under collateralized investments.

Concentration of credit risk. The City's investment policy restricts a single issuer to hold no more than 50% of the City's total investments.

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

Accounts receivable

Other receivables of the governmental activities include customers' ambulance services provided, court receivables and other receivables, reported net of allowance for uncollectible amounts. Accounts receivable of the business-type activities includes customers' utilities services provided, both billed and unbilled, and other receivables, reported net of allowance for uncollectible amounts.

	Governmental Activities	Business-Type Activities
Accounts receivable	$ -	$ 10,466,681
Accounts receivable-ambulance	2,644,189	-
Accounts receivable-court	6,024,838	-
Accounts receivable-other	3,572,639	-
Less: allowance for uncollectible accounts	(6,996,690)	(285,747)
Other receivables, net of allowance	$ 5,244,976	$ 10,180,934

Lease receivables:

The City as a lessor, has entered into lease agreements involving infrastructure and land. The total amount of inflows of resources, including lease revenue and interest revenue recognized during the fiscal year was $645,000. Lease receivable balances at June 30, 2025, were as follows:

	Governmental Activities
Tower Holdings	$ 309,775
New Cingular	24,268
SW Bell AT&T	351,766
Sprint	50,649
T-Mobile Elm	544,923
T-Mobile Tiger Hill	515,209
T-Mobile	136,883
Sprint	188,629
American Tower	499,463
Verizon Lion's Park	504,810
Verizon Rhema Park	627,119
Verizon Elm & Albany	415,639
Tower Holdings	308,044
US Cellular	2,680,516
Total Lease Receivable-Governmental	$ 7,157,693

Restricted assets

The amounts reported as restricted assets of the enterprise funds on the proprietary funds statement of net position are comprised of cash and investments held by the trustee bank on behalf of the various public trusts (authorities) related to their required revenue bond and note accounts as described in Note 2. The restricted assets as of June 30, 2025, were as follows:

Type of Restricted Assets	Current Cash and Cash Equivalents	Noncurrent Cash and Cash Equivalents	Total
BAMA			
Revenue bond and note trustee accounts	$ 56,014,339	$ 3,354,666	$ 59,369,005
Meter deposits	261,124	1,196,962	1,458,086
Total BAMA	$ 56,275,463	$ 4,551,628	$ 60,827,091
BAEDA			
Revenue bond and note trustee accounts	$ 12,275,966	$ 520,861	$ 12,796,827
Total BAEDA	$ 12,275,966	$ 520,861	$ 12,796,827

Capital assets

Capital asset activity for the fiscal year ended June 30, 2025, was as follows:

	Balance at June 30, 2024	Additions	Deductions	Balance at June 30, 2025
Governmental activities:				
Nondepreciable capital assets:				
Land	$ 39,944,872	$ -	$ -	$ 39,944,872
Construction-in-progress	77,725,144	24,992,499	(23,336,633)	79,381,010
Total nondepeciable assets at historical cost	117,670,016	24,992,499	(23,336,633)	119,325,882
Depreciable capital assets:				
Buildings	80,556,274	-	-	80,556,274
Improvements	64,095,956	2,126,902	-	66,222,858
Machinery and equipment	65,929,378	7,717,217	(2,145,276)	71,501,319
Infrastructure	283,663,336	22,966,947	-	306,630,283
Total depreciable assets at historical cost	494,244,944	32,811,066	(2,145,276)	524,910,734
Less accumulated depreciation:				
Buildings	(25,048,671)	(1,913,842)	-	(26,962,513)
Improvements	(26,387,390)	(2,695,193)	-	(29,082,583)
Machinery and equipment	(42,290,050)	(5,043,831)	2,145,276	(45,188,605)
Infrastructure	(125,020,186)	(6,889,855)	-	(131,910,041)
Total accumulated depreciation	(218,746,297)	(16,542,721)	2,145,276	(233,143,742)
Intangible assets:				
Subscription assets	211,126	-	-	211,126
Total intangible assets being amortized	211,126	-	-	211,126
Less accumulated amortization:				
Subscription assets	(102,393)	(52,782)	-	(155,175)
Total accumulated amortization	(102,393)	(52,782)	-	(155,175)
Total assets, net	275,607,380	16,215,563	-	291,822,943
Governmental activities assets, net	$ 393,277,396	$ 41,208,062	$ (23,336,633)	$ 411,148,825

Capital assets – *(continued)*

	Balance at June 30, 2024	Additions	Deductions	Balance at June 30, 2025
Business-type activities:				
Nondepreciable:				
Land	$ 15,200,896	$ -	$ -	$ 15,200,896
Construction-in-progress	49,823,757	47,171,367	(678,789)	96,316,335
Total nondepeciable assets at historical cost	65,024,653	47,171,367	(678,789)	111,517,231
Depreciable:				
Buildings	7,729,545	-	-	7,729,545
Improvements	292,364,247	312,887	-	292,677,134
Machinery and equipment	32,812,732	8,614,952	(2,523,756)	38,903,928
Infrastructure – drainage	123,643,165	6,603,472	-	130,246,637
Total depreciable assets at historical cost	456,549,689	15,531,311	(2,523,756)	469,557,244
Less accumulated depreciation:				
Buildings	(5,454,160)	(162,250)	-	(5,616,410)
Improvements	(173,174,611)	(5,939,096)	-	(179,113,707)
Machinery and equipment	(21,298,713)	(3,368,529)	2,523,756	(22,143,486)
Infrastructure – drainage	(39,928,951)	(5,249,128)	-	(45,178,079)
Total accumulated depreciation	(239,856,435)	(14,719,003)	2,523,756	(252,051,682)
Net depreciable assets	216,693,254	812,308	-	217,505,562
Business-type capital assets, net	$ 251,898,995	$ 47,983,675	$ (678,789)	$ 329,022,793

Depreciation and amortization expense was charged to function in the statement of activities as follows:

Depreciation expense charged to governmental activities:	
General government	$ 3,719,801
Public safety	3,371,344
Public services	8,645,618
Culture and recreation	805,958
Total government activities depreciation expense	$ 16,542,721
Amortization expense charged to governmental activities:	
General government	$ 52,782
Total government activities amortization expense	$ 52,782

Depreciation expense charged to business-type activities:		
Water	$	9,160,032
Sewer		2,168,624
Sanitation		881,929
Stormwater management		2,306,295
Economic development		25,889
Golf		176,234
Total business-type activities depreciation expense	$	14,719,003

Investment in joint venture

As discussed in Note 1, the City participates (with equity interest) in the general operations portion of the Regional Metropolitan Utility Authority (RMUA). The City of Broken Arrow and the City of Tulsa each maintain approximately 50% equity interest in the Haikey Creek portion of the RMUA. The City of Broken Arrow makes annual capital contributions to the joint venture in addition to making payments to RMUA for wastewater treatment services. For the year ended June 30, 2025, the "investment in joint venture" balance changed as follows:

Beginning investment in joint venture	$ 37,942,324
Current year change	(233,499)
Ending investment in joint venture	$ 37,708,825

Long-term debt

The reporting entity's long-term debt is segregated between the amounts to be repaid from governmental funds (governmental activities long-term debt) and amount to be repaid from proprietary funds (business-type activities debt).

Governmental activities long-term debt

As of June 30, 2025, the governmental activities long-term debt consisted of the following:

$12,000,000 General Obligation Bonds Series 2012, due in annual installments of $630,000, final installment of $660,000 due November 1, 2032, with interest rates at 1.00% to 4.00%	$5,070,000
$6,200,000 General Obligation Bonds Series 2013B, due in annual installments of $325,000, final installment of $350,000 due December1, 2033, with interest rates at 1.00% to 4.00%	2,950,000
$11,705,000 General Obligation Bonds Series 2014A, due in annual installments of $615,000, final installment of $635,000 due December 1, 2034, with interest rates at 3.00% to 5.00%	6,170,000
$11,575,000 General Obligation Bonds Series 2016A, due in annual installments of $605,000, final installment of $685,000 due January 1, 2036, with interest rates at 2.00% to 4.00%	6,735,000
$6,625,000 General Obligation Bonds Series 2016B, due in annual installments of $345,000, final installment of $341,000 due January 1, 2036, with interest rates at 2.50% to 3.250%	3,865,000

$18,720,000 General Obligation Refunding Bonds Series 2016D, due in annual installments ranging from $20,000 to $1,265,000 commencing October 1, 2020, final installment due October 1, 2044, with interest rates at 2.00% to 5.00%	11,825,000
$18,755,000 General Obligation Bonds Series 2018A, due in annual installments of $985,000, final installment of $1,025,000 due May 1, 2038, final installment due October 1, 2044, with interest rates at 2.00% to 4.00%	12,845,000
$10,860,000 General Obligation Bonds Series 2018B, due in annual installments of $570,000, final installment of $600,000 due December 1, 2038, with interest rates at 3.00% to 4.00%	8,010,000
$11,500,000 General Obligation Bonds Series 2018C, due in annual installments of $605,000, final installment of $610,000 due December 1, 2038, with interest rates at 3.00% to 4.00%	8,475,000
$23,250,000 General Obligation Bonds Series 2019A, due in annual installments of $1,220,000, final installment of $1,290,000 due December 1, 2039, with interest rates at 2.00% to 3.00%	18,370,000
$6,395,000 General Obligation Bonds Series 2019C, due in annual installments varying from $540,000 to $615,000, final installment of $540,000 due August 1, 2030, with interest rates at 1.65% to 2.75% (Issued to refund the 2010B GO Bonds)	3,375,000
$10,060,000 General Obligation Bonds Series 2020A, due in annual installments varying from $770,000 to $1,140,000, final installment of $770,000 due August 1, 2031, with interest rates at 0.45% to 1.91% (Issued to refund the 2011 A&B GO Bonds)	5,985,000
$19,000,000 General Obligation Bonds Series 2020B, due in annual installments of $1,000,000, final installment due December 1, 2040, with interest rates at 2.00%	16,000,000
$1,000,000 General Obligation Bonds Series 2020C, due in annual installments of $250,000, final installment due December 1, 2025, with interest rates at 1.00% to 2.00%	250,000
$19,500,000 General Obligation Bonds Series 2021A, due in annual installments of $1,025,000, final installment of $1,050,000 due December 1, 2041, with interest rates at 0.50% to 3.00%	17,450,000
$1,000,000 General Obligation Bonds Series 2021B, due in annual installments of $110,000, final installment of $120,000 due December 1, 2031, with interest rates at 1.25% to 2.00%	780,000
$40,000,000 General Obligation Bonds Series 2022, due in annual installments of $2,105,000, final installment of $2,110,000 due September 1, 2042, with interest rates at 2.50% to 4.00%	37,895,000
$35,000,000 General Obligation Bonds Series 2023B, due in annual installments varying between $1,922,300 and $3,332,200, final installment of $1,922,300 due November 1, 2043, with interest rates at 4.00%	35,000,000
$23,500,000 General Obligation Bonds Series 2024, due in annual installments of $1,235,000, final installment of $1,270,000 due November 1, 2044, with interest rates at 5.00%	23,500,000

Total general obligations bonds	$ 224,550,000
Unamortized premium on bonds	4,945,272
Total general obligations bonds	$ 229,495,272

Current portion	$ 14,720,000
Noncurrent portion	209,830,000
Total general obligations bonds	$ 224,550,000

Notes payable-direct borrowings

$20,300,000 Construction and Term Loan with Bank of America dated May 10, 2004, assumed by the City on May 19, 2004. Converted to term loan effective November 1, 2005, due in semi-annual installments ranging from $15,000 to $925,000, final installment due November 1, 2025, with interest at the six-month LIBOR rate plus 1.0% (0.081% at June 30, 2020), secured by real and personal property, assignment of rents and leases and a Sales Tax Pledge agreement of sales tax levied by City Ordinance No. 432 in the amount of $2,750,000 annually. In the event of default, the lender may: 1) accelerate indebtedness, termination; 2) enforce or assign rents; 3) foreclose, including judicial foreclosure and power of sale; 4) declare rights of enforcement with respect to collateral or any part thereof under the UCC; 5) pursue lawsuits; 6) enter property, or any part thereof, and take possession of property; 7) terminate commitment to lend; 8). pursue any and all other rights and remedies available under loan documents, at law or in equity.	613,037
Total Notes payable	$ 613,037

Current portion	$ 613,037
Noncurrent portion	-
Total notes payable	$ 613,037

Accrued compensated absences

Accrued compensated absences reported in the governmental activities are comprised of accrued vacation leave and compensatory time

Current portion	$ 3,897,463
Noncurrent portion	1,950,087
Total accrued compensated absences	$ 5,847,550

Judgments payable

$38,000 judgment in favor of Jimmy Bailey, held by sinking fund, final maturity March 2026, with interest at 9.50%		$ 12,666
$12,500 judgment in favor of Thomas H. Bryan, held by sinking fund, final maturity January 2027, with interest at 10.50%		8,333
$45,000 judgment in favor of Sigfredo Hernandez, held by sinking fund, final maturity September 2026, with interest at 10.50%		30,000
$45,000 judgment in favor of Kari Cecil, held by sinking fund, final maturity September 2026, with interest at 10.50%		30,000
$230,500 judgment in favor of Jack Beighle, held by sinking fund, final maturity March 2027, with interest at 10.50%		153,667
$265,000 judgment in favor of Hoey Construction, held by sinking fund, final maturity January 2027, with interest at 10.50%		176,667
$200,000 judgment in favor of Pierre “Pete” Brunel, held by sinking fund, final maturity April 2028, with interest at 9.50%		200,000
$300,000 judgment in favor of Bonnie Blalock, held by sinking fund, final maturity March 2028, with interest at 9.50%		300,000
$90,083 judgment in favor of Carmen Thompson, held by sinking fund, final maturity June 2028, with interest at 9.50%		90,083
$1,683,616 judgements estimated as more likely than not to be liable		1,683,616
Total judgments payable	$ 2,685,032	
Current portion	$ 1,382,310	
Noncurrent portion	1,302,722	
Total judgments payable	$ 2,685,032	

Other claims payable

Actuarial determined automotive and general liability payable, funded by General Fund resources, reported in the governmental activities at June 30, 2024	
Current portion	$ 521,000
Noncurrent portion	728,000
Total automotive and general insurance liabilities	$ 1,249,000

Claims payable

Actuarial determined workers compensation and health claims, funded by General Fund resources, reported in the governmental activities at June 30, 2024	
Current portion	$ 2,507,000
Noncurrent portion	1,008,000
Total claims payable	$ 3,515,000

Total OPEB liability

Current portion	$ -
Noncurrent portion	1,237,837
Total other post-employment benefit obligation	$ 1,237,837

Subscription liability

The City has entered into subscription-based information technology arrangements involving software related to public safety for a term of 4 years. There were no variable payments made during FY 23-24 related to the arrangements.

Current portion	$ 57,405
Noncurrent portion	-
Total subscription liability	$ 57,405

Business-type activities long-term debt

The Broken Arrow Municipal Authority's notes payable to the Oklahoma Water Resources Board are secured by utility revenues and pledged sales tax. In the event of default, the lender may: 1) file suit for specific performance of any or all of the covenants; 2) accelerate indebtedness; 3) appoint temporary trustees to take over, operate, maintain the System on a profitable basis; 4) pursue any available remedy by suit at law or equity. The notes are subject to maximum annual debt service requirement coverage of at least 125%. Coverage at June 30, 2025, was 235%.

As of June 30, 2025, the long-term debt payable from enterprise fund resources consisted of the following:

Notes payable-direct borrowings

2012 Clean Water SRF Promissory Note payable to Oklahoma Water Resources Board, original amount $6,540,000 dated December 4, 2012, by Broken Arrow Municipal Authority, providing for construction, inspection, and design of improvements to the Haikey Creek wastewater treatment plant, secured by pledged sales tax, interest rate at 2.01%, final maturity September 2034	3,929,297
2015 Note Payable to Oklahoma Water Resources Board, original amount $11,900,000 dated July 30, 2015, by Broken Arrow Municipal Authority, providing for engineering, design and construction of various water and sewer projects, secured by pledged sales tax with interest rates at 2.20% to 4.04%, final maturity September 2035	7,490,000
2016 Clean Water SRF Promissory Note payable to Oklahoma Water Resources Board, original amount $6,700,000 dated August 12, 2016, by Broken Arrow Municipal Authority, providing for construction and installation of various capital improvements at the Haikey Creek wastewater treatment plant, secured by pledged sales tax, interest rate at 1.96%, final maturity September 2038	4,925,849
2017A Note payable to Oklahoma Water Resources Board, original amount $6,505,000 dated February 1, 2017, by Broken Arrow Municipal Authority, providing for construction of Haikey Creek capital improvements, secured by pledged sales tax, interest rates at 2.20% to 5.20%, final maturity September 2046	5,650,000

2017B Note payable to Oklahoma Water Resources Board, original amount $18,565,000 dated February 1, 2017, by Broken Arrow Municipal Authority, providing for construction of improvement to the sanitary sewer system, secured by pledged sales tax, interest rates at 2.20% to 5.20%, final maturity September 2044	16,710,000
2018D Note payable to Oklahoma Water Resources Board, original amount $19,770,000 dated October 25, 2018, by Broken Arrow Municipal Authority, providing for engineering, design and construction of various water and sewer projects, secured by pledged sales tax, interest rates at 4.20% to 5.20%, final maturity September 2048	19,720,000
2019A Clean Water SRF Promissory Note payable to Oklahoma Water Resources Board, original amount $4,255,000 dated January 24, 2019, by Broken Arrow Municipal Authority, providing for construction of improvements to the sanitary sewer system, secured by pledged sales tax, interest rate at 2.57%, final maturity September 2046	4,260,612
2019B Clean Water SRF Promissory Note payable to Oklahoma Water Resources Board, original amount $11,415,000 dated June 10, 2019, by Broken Arrow Municipal Authority, providing for construction of improvements to the sanitary sewer system, secured by pledged sales tax, interest rate at 2.09%, final maturity March 2041	9,950,377
2020A Note payable to Oklahoma Water Resources Board, original amount $26,335,000 dated October 1, 2020, by Broken Arrow Municipal Authority, providing for the refinancing of the 2012 OWRB FAP note, secured by utilities and pledged sales tax, interest rates at 0.509% to 2.625%, final maturity September 2040	25,322,252
2020B Note payable to Oklahoma Water Resources Board, original amount $7,585,000 dated October 1, 2020, by Broken Arrow Municipal Authority, providing for engineering, design and construction of various water and sewer projects, secured by utilities and pledged sales tax, interest rates at 4.20%, final maturity September 2050	7,285,000
2020C Clean Water SRF Promissory Note payable to Oklahoma Water Resources Board, original amount $19,695,000 dated October 22, 2020, by Broken Arrow Municipal Authority, providing for engineering, design and construction of various water and sewer projects, secured by utilities and pledged sales tax, interest rate at 1.82%, final maturity September 2050	18,493,443
2019 Utility System & Sales Tax Revenue Note payable to BOK Financial, original amount $5,675,000 dated November 22, 2019, by Broken Arrow Municipal Authority, providing for the refunding of the 2009 and 2011 OWRB loans, secured by utilities and pledged sales tax, interest rate at 2.54%, final maturity April 2032	3,425,000
2020 Term Loan Facility Agreement Note payable to Closed Loop Fund, LP, original amount $2,600,000 dated December 25, 2020, by Broken Arrow Municipal Authority, providing for the purchase of sanitation equipment, secured by said equipment, interest rate at 0.00%, final maturity December 2028. In the event of default, the lender may: 1) charge interest on overdue amount at an annual rate of 2%; 2) require reimbursement of legal fees.	928,571
2022 Term Loan Facility Agreement Note payable to Closed Loop Fund, LP, original amount $1,000,000 dated May 30, 2022, by Broken Arrow Municipal Authority, providing for the purchase of sanitation equipment, secured by said equipment, interest rate at 0.00%, final maturity December 2027. In the event of default, the lender may: 1) charge interest on overdue amount at an annual rate of 2%; 2) require reimbursement of legal fees.	447,762

2021B Note payable to Oklahoma Water Resources Board, original amount $3,435,000 dated December 22, 2021, by Broken Arrow Municipal Authority, providing for engineering, design and construction of various water and sewer projects, secured by utilities and pledged sales tax, interest rate at 3.2%, final maturity October 2051		3,435,000
2021C Clean Water SRF Promissory Note payable to Oklahoma Water Resources Board, original amount $16,285,000 dated December 21, 2021, by Broken Arrow Municipal Authority, engineering design and construction of various water and sewer projects, secured by utilities and pledged sales tax, interest rate at 1.78%, final maturity March 2053		18,603,789
2023 Clean Water SRF Promissory Note payable to Oklahoma Water Resources Board, original amount $18,805,000 dated September 23, 2023, by Broken Arrow Municipal Authority, providing for engineering, design, and construction of various sewer projects, secured by utilities and pledged sales tax, interest rate at 2.92%, final maturity September 2054		1,721,318
2023A Utility System & Sales Tax Revenue Note Tax-Exempt Series payable to BOK Financial, original amount $21,497,000 dated January 3, 2023, by Broken Arrow Municipal Authority, providing for the refunding of the 2021A Utility System & Sales Tax Revenue Note, secured by utilities and pledged sales tax, interest rate at 2.03%, final maturity March 2034		17,265,000
2023B Note payable to Oklahoma Water Resources Board, original amount $19,185,000 dated November 8, 2023, by Broken Arrow Municipal Authority, providing for construction of improvements to the sanitary sewer system, secured by utilities and pledged sales tax, interest rates at 5.20% to 5.45%, final maturity September 2053		19,185,000
2024C Note payable to Oklahoma Water Resources Board, original amount $19,880,000 dated August 20, 2024, by Broken Arrow Municipal Authority, providing for engineering, design and construction of various water and sewer projects secured by pledged sales tax, interest rates at 4.20% to 5.20%, final maturity September 2054		19,880,000
2024 Note payable to F&M Bank, original amount $3,264,000 dated September 11, 2024, by Broken Arrow Municipal Authority, providing for the purchase of sewer and water trucks, secured by said equipment, interest rates at 4.10%, final maturity October 2028		3,264,000
Total Notes Payable	$	211,442,270
Unamortized premium on notes payable		6,328,451
Total Notes Payable	$	217,770,721
Current portion	$	8,970,441
Noncurrent portion		208,800,280
Total Notes Payable		217,770,721
Total OPEB liability		
Current portion	$	-
Noncurrent portion		503,906
Total other post-employment benefit obligation	$	503,906

Accrued compensated absences

Accrued compensated absences reported in the business-type activities are comprised of accrued vacation leave and compensatory time.

Current portion	$ 763,623
Noncurrent portion	254,541
Total accrued compensated absences	$1,018,164

Customer meter deposit reserves

Current portion	$ 261,124
Noncurrent portion	1,196,962
Total customer meter deposit reserves	$ 1,458,086

Broken Arrow Economic Development Authority (BAEDA)-Direct Borrowing

Taxable Series 2019 Tax Increment Revenue Note payable, original amount $7,565,000 dated March 29, 2019, by Broken Arrow Economic Development Authority, for the purpose of refunding the 2010 Promissory Note to BOK dated November 15, 2010, funding the reserve requirement of the note, and paying certain costs of issuance. The Agreement allowed for total borrowing up to $7,565,000 and is secured by the tax increment financing revenue and the funds in the BAEDA 2019 Reserve Account. The note calls for semi-annual principal payments ranging from $365,000 to $485,000 commencing April 1, 2019, together with interest at 3.35%. Currently, TIF revenues generated from the Broken Arrow FlightSafety and Downtown Economic Development District No. One is the source of repayment for this debt.	$2,340,000
Taxable Series 2021 Tax Increment Revenue Note payable, original amount $15,525,000 dated June 29, 2021, by Broken Arrow Economic Development Authority, for the purpose of paying costs of the project as described in the South Broken Arrow Economic Development Project Plan and paying certain costs of issuance. The Agreement allowed for total borrowing up to $15,525,000 and is secured by the tax increment financing revenue. The note calls for semi-annual principal payments ranging from $440,000 to $570,000 commencing July 1, 2023, together with interest at 2.67%. Currently, TIF revenues generated from the South Broken Arrow TIF District are the source of repayment for this debt.	14,135,000
Taxable Series 2024A Tax Increment Revenue Note payable, original amount $4,125,000 dated June 14, 2024, by Broken Arrow Economic Development Authority, for the purpose of paying costs of the project as described in the South Broken Arrow Economic Development Project Plan and paying certain costs of issuance. The Agreement allowed for total borrowing up to $4,125,000 and is secured by the tax increment financing revenue. The note calls for semi-annual principal payments ranging from $75,000 to $265,000 commencing June 1, 2026, together with interest at 2.67%. Currently, TIF revenues generated from the South Broken Arrow TIF District are the source of repayment for this debt.	4,125,000

Taxable Series 2024B Tax Increment Revenue Note payable, original amount $21,240,000 dated June 14, 2024, by Broken Arrow Economic Development Authority, for the purpose of paying costs of the project as described in the South Broken Arrow Economic Development Project Plan and paying certain costs of issuance. The Agreement allowed for total borrowing up to $21,240,000 and is secured by the tax increment financing revenue. The note calls for semi-annual principal payments ranging from $600,000 to $1,285,000 commencing June 1, 2026, together with interest at 5.15%. Currently, TIF revenues generated from the South Broken Arrow TIF District are the source of repayment for this debt.	21,240,000
Total TIF notes payable	$ 41,840,000
Current portion	$ 2,555,000
Noncurrent portion	39,285,000
Total TIF notes payable	$ 41,840,000

Changes in long-term liabilities

The following is a summary of changes in long-term liabilities for the year ended June 30, 2025:

	Balance June 30, 2024	Additions	Deductions	Balance June 30, 2025	Amount due in one year
Governmental Activities:					
General obligation bonds	$ 214,985,000	$ 23,500,000	$ 13,935,000	$ 224,550,000	$ 14,720,000
Notes payable-direct borrowings	2,358,037	-	1,745,000	613,037	613,037
Accrued Compensated Absences	5,539,957	309,047	1,454	5,847,550	3,897,463
Judgments payable	1,967,333	2,273,699	1,556,000	2,685,032	1,382,310
Automotive and general liability	1,217,000	32,000	-	1,249,000	521,000
Claims payable	3,415,000	13,979,146	13,879,146	3,515,000	2,507,000
Subscription liability	110,803	-	53,398	57,405	57,405
	$ 229,593,130	$ 40,093,892	$ 31,169,998	$ 238,517,024	$ 23,698,215
Add:					
Unamortized premium				4,945,272	322,263
Net pension liability				74,885,938	-
Total OPEB liability				1,237,837	-
				$ 319,586,071	$ 24,020,478

	Balance June 30, 2024	Additions	Deductions	Balance June 30, 2025	Amount due in one year
Business-type Activities:					
Bonds, Notes and Loans Payable-direct borrowings	$ 172,037,416	$ 36,943,541	$ 7,185,174	$ 201,795,783	$ 8,970,441
BAEDA-Notes Payable-direct borrowings	42,725,000	-	1,360,000	41,365,000	2,555,000
Accrued Compensated Absences	942,107	76,057	-	1,018,164	763,623
	$ 215,704,523	$ 37,019,598	$ 8,545,174	$ 244,178,947	$ 12,289,064
Add:					
Unamortized premium				6,328,451	263,456
Total OPEB liability				503,906	-
Customer Meter Deposit Reserves	1,029,633	98,401	172,227	1,458,086	261,123
				$ 252,469,390	$ 12,813,643

Annual debt service requirements – primary government

The annual debt service requirements to maturity, including principal and interest, for long-term debt, excluding accrued compensated absences, claims payable and customer meter deposit reserves, of the primary government as of June 30, 2025, are as follows:

Governmental Activities

	General Obligation Bonds		Notes Payable-Direct Borrowings	
Year Ending June 30,	Principal	Interest	Principal	Interest
2026	$ 14,720,000	$ 7,609,596	$ 613,037	$ 26,272
2027	15,680,000	6,681,311	-	-
2028	15,655,000	6,194,681	-	-
2029	15,620,000	5,714,662	-	-
2030	15,585,000	5,246,689	-	-
2031-2035	71,285,000	19,463,938	-	-
2036-2040	53,000,000	8,765,826	-	-
2041-2045	23,005,000	1,717,491	-	-
Total	$ 224,550,000	$ 61,394,194	$ 613,037	$ 26,272

Governmental Activities

	Judgments Payable		Subscriptions Liability	
Year Ending June 30,	Principal	Interest	Principal	Interest
2026	$ 2,092,310	$ 99,121	$ 57,405	$ 1,301
2027	396,028	58,302	-	-
2028	196,694	18,686	-	-
2029	-	-	-	-
2030	-	-	-	-
2031-2035	-	-	-	-
2036-2040	-	-	-	-
2041-2045	-	-	-	-
Total	$ 2,685,032	$ 176,109	$ 57,405	$ 1,301

Business-Type Activities				
	Bonds, Notes & Loans Payable-Direct Borrowings			
Year Ending June 30,	Principal		Interest	
2026	$	11,525,441	$	8,262,271
2027		12,337,203		7,938,541
2028		11,881,689		8,344,664
2029		11,457,668		8,045,320
2030		11,843,916		7,561,736
2031-2035		63,977,712		31,515,726
2036-2040		55,637,543		20,086,411
2041-2045		35,875,000		12,207,756
2046-2050		30,730,000		6,098,298
2051-2055		45,951,179		1,584,104
Total	$	291,217,351	$	111,644,827
Less: Amount not drawn		(48,056,568)		
	$	243,160,783		

Sources of debt repayments

General obligation bonds are issued for governmental activity purposes and are paid through the collection of property taxes by the Debt Service Fund. Sales tax revenue notes and the term loan included in governmental activities are paid by the Sales Tax Capital Improvement Fund and the General Fund, respectively. Subscription liabilities are paid by the General Fund. Compensated absences incurred by governmental activities are paid by the General Fund. Judgments are paid through the collection of property taxes by the Debt Service Fund. Automotive and general insurance liabilities are paid by the General Fund. The other postemployment benefit obligation will be paid by the General Fund. The workers' compensation unfunded liability will be paid by the General Fund and BAMA according to their respective portion of the liability. Revenue bonds and promissory notes issued for business-type activities are paid by those activities. Compensated absences incurred by business-type activities are paid by those activities. Customer meter deposits will be paid by BAMA. The revenue notes issued by BAEDA will be paid by BAEDA through the collection of the incremental increase in sales and ad valorem tax revenue generated by the development within their respective Tax Increment Districts.

Pledge of future revenues

<u>*Sales Tax and Utility Net Revenues Pledge*</u> – The City has pledged a one cent ($0.01) sales tax and utility revenues to repay the $6,540,000 2012 Clean Water SRF note payable, $11,900,000 2015 Drinking Water SRF note payable, $6,700,000 2016 Clean Water SRF note payable, $6,505,000 2017A Drinking Water SRF note payable, $18,565,000 2017B Drinking Water SRF note payable, $2,100,000 2018 Clean Water SRF note payable, $19,770,000 2018D Drinking Water SRF note payable, $4,255,000 2019A Clean Water SRF note payable, $11,415,000 2019B Clean Water SRF note payable, $26,335,000 2020A Drinking Water SRF note payable, $7,585,000 2020B Drinking Water SRF note payable, $19,695,000 2020C Clean Water SRF note payable to the Oklahoma Water Resources Board (OWRB), $19,185,000 2023B Clean Water SRF note payable to the Oklahoma Water Resources Board (OWRB), $5,675,000 2019 Utility System & Sales Tax Revenue Note payable to BOK Financial, $3,435,000 2021B Drinking Water SRF note payable, $16,285,000 2021C Clean Water SRF note payable, $18,805,000 Clean Water SRF note payable, $19,880,000 2024C Clean Water SRF note payable to the Oklahoma Water Resources Board (OWRB), and

$21,497,000 2023A Utility System & Sales Tax Revenue Note payable to BOK Financial. These notes are payable through 2055. The total remaining principal and interest payable for the life of these notes is $288,961,257. Pledged sales taxes received in the current year were $20,639,850 and net utility revenues were $17,991,598 for total pledged net revenues of $38,631,448. Debt service payments of $12,387,637 for the current year were 32.1% of net pledged revenues for these notes.

Interfund balances and activities

Interfund receivables and payables at June 30, 2025, consist of the following:

Receivable Fund	Payable Fund	Amount	Nature of Interfund Balance
General Fund	Police Enhancement	$ 59,696	Operational advances
General Fund	BAMA	3,517,141	Eliminated negative pooled cash
BAMA	General Fund	3,517,141	Operational subsidy
General Fund	BAMA	12,640,031	Operational subsidy
Sales Tax Capital Improvement	Battle Creek Golf Course	228,611	Operational advances
Debt Service Fund	BAEDA	30,389	Deposit for debt service
BAMA	Battle Creek Golf Course	447,085	Operational advances
Sanitary Capital Account	BAMA	1,347,738	Intrafund eliminated negative pooled cash
BAMA Sales Tax Account	BAMA	13,718,142	Intrafund eliminated negative pooled cash
Excess Capacity Sewer Escrow	BAMA	2,195,989	Eliminated negative pooled cash
Stormwater Capital	BAMA	335,715	Eliminated negative pooled cash
Parks and Recreation	BAMA	895,914	Eliminated negative pooled cash
Street Light	BAMA	1,186,396	Eliminated negative pooled cash
Escrow Fund	BAMA	548,753	Eliminated negative pooled cash
BAEDA	BAMA	4,193,902	Eliminated negative pooled cash
		$ 44,862,643	

Due From/Due To:

Reconciliation to Fund Financial Statements:

	Due from	Due to	Net Interfund Balances
Governmental Funds	$ 21,638,635	$ (3,576,837)	$ 18,061,798
Proprietary Funds	23,224,008	(41,285,806)	(18,061,798)
	$ 44,862,643	$ (44,862,643)	$ -

Reconciliation to Statement of Net Position:

	Governmental	Business-Type	Net Interfund Balances
Net interfund balances	$ 18,061,798	$ (18,061,798)	$ -
Internal balances	$ 18,061,798	$ (18,061,798)	$ -

Interfund transfers for the year ended June 30, 2025, were as follows:

Transfer from	Transfer to	Amount	Nature of Transfer
General Fund	BAMA	$ 20,639,850	Sales Tax Collections
General Fund	Public Safety Sales Tax-Police	35,190,630	Sales Tax Collections
General Fund	Public Safety Sales Tax-Fire	29,437,393	Sales Tax Collections
General Fund	BAEDA	10,325,110	Operational subsidy for amphitheater
BAMA	Vehicle Replacement	1,250,000	Operating subsidy
Debt Service Fund	General Fund	155,000	Operational/Interest
Convention and Visitor's Bureau	General Fund	300,000	Operational/General Government
Street and Alley	General Fund	1,100,000	Operational/Streets
BAMA	General Fund	20,639,850	Operating subsidy
BAMA	BAEDA	600,000	Economic Development
Cemetery Care	Sales Tax Capital Improvement Fund	1,664	Operating advance
Creek TIF Apportionment Fund	District 3 TIF Apportionment Fund	17,051	Operating advance
		$ 119,656,548	

Transfers:

Reconciliation to Fund Financial Statements:

	Transfers In	Transfers Out	Net Transfers
Governmental Funds	$ 88,091,588	$ (97,166,698)	$ (9,075,110)
Proprietary Funds	31,564,960	(22,489,850)	9,075,110
Total Transfers	$ 119,656,548	$ (119,656,548)	$ -

Reconciliation to Statement of Net Position:

	Governmental	Business-Type	Net Interfund Balances
Net transfers	$ (9,075,110)	$ 9,075,110	$ -
Net transfers	$ (9,075,110)	$ 9,075,110	$ -

Fund Balance:

The following tables show the fund balance classifications as shown on the Governmental Fund Balance Sheet:

	General Fund	Public Safety Sales Tax - Police	Public Safety Sales Tax - Fire	Sales Tax Capital Improvement Fund	American Relief Fund	2018 General Obligation Bond Fund	Debt Service Fund	Other Governmental Funds	Total
Fund Balance									
Restricted For:									
Debt service	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,099,386	$ -	$ 24,099,386
Capital improvements	-	-	-	18,375,792	-	107,768,557	-	17,874,604	144,018,953
Convention and Visitor's Bureau	-	-	-	-	-	-	-	1,896,261	1,896,261
Public safety	-	28,011,567	15,630,352	-	-	-	-	2,176,855	45,818,774
Creek TIF Apportionment	-	-	-	-	-	-	-	62,670	62,670
Distrct 3 TIF Apportionment	-	-	-	-	-	-	-	242,749	242,749
Cemetery care	-	-	-	-	-	-	-	158,660	158,660
Street and alley operations	-	-	-	-	-	-	-	1,165,764	1,165,764
Housing and Urban Development	-	-	-	-	-	-	-	268,529	268,529
E911	-	-	-	-	-	-	-	2,789,529	2,789,529
Administration Technology	-	-	-	-	-	-	-	154,821	154,821
Crime Prevention	-	-	-	-	-	-	-	147,072	147,072
Grant Purposes	-	-	-	-	347,648	-	-	575,957	923,605
Franchise Fee	-	-	-	-	-	-	-	2,757,151	2,757,151
Alcohol enforcement	-	-	-	-	-	-	-	96,410	96,410
Sub-total restricted	-	28,011,567	15,630,352	18,375,792	347,648	107,768,557	24,099,386	30,367,032	224,600,334
Committed for:									
Excess capacity sewer escrow	-	-	-	-	-	-	-	2,195,989	2,195,989
Stormwater capital improvements	-	-	-	-	-	-	-	335,715	335,715
Cemetery care	-	-	-	-	-	-	-	277,276	277,276
Parks and recreation	-	-	-	-	-	-	-	1,516,667	1,516,667
Street lights	-	-	-	-	-	-	-	1,238,841	1,238,841
Economic development	-	-	-	-	-	-	-	310	310
Sub-total committed	-	-	-	-	-	-	-	5,564,798	5,564,798
Assigned for:									
Subsequent year budget/activities	14,913,066	-	-	-	-	-	-	-	14,913,066
Sub-total assigned	14,913,066	-	-	-	-	-	-	-	14,913,066
Unassigned	18,500,132	-	-	-	-	-	-	-	18,500,132
TOTAL FUND BALANCE	$ 33,413,198	$ 28,011,567	$ 15,630,352	$ 18,375,792	$ 347,648	$ 107,768,557	$ 24,099,386	$ 35,931,830	$ 263,578,330

Accounting Changes & Error Corrections

During the year ended June 30, 2025, the City identified two unrelated errors in its previously issued financial statements:

1. Construction in progress: The balance of construction in progress was understated by $6,030,506. The correction of this error resulted in an increase of $6,030,506 in construction in progress and a corresponding increase of $6,030,506 in beginning net position for business-type activities and beginning net position for the Broken Arrow Economic Development Authority (“BAEDA”) fund.

2. Long-term debt: The outstanding balance of notes payable was understated by $3,617,994. The correction of this error resulted in an increase of $3,617,994 in notes payable and a corresponding decrease of $3,617,994 in beginning net position of business-type activities and beginning net position for the Broken Arrow Municipal Authority (“BAMA”) fund.

The effects of these error corrections to or within the financial reporting entity are summarized in the reconciliation below.

			Government-Wide	
	Broken Arrow Municipal Authority	Broken Arrow Economic Development Authority	Governmental Activities	Business-type Activities
Net position - beginning balance as previously reported	148,392,977	3,803,874	365,079,942	155,006,057
Restatements:				
Beginning balance correction of construction in-progress	-	6,030,506	-	6,030,506
Beginning balance correction of debt	6,026,303	475,000	-	6,501,303
Net position - beginning balance as restated	154,419,280	10,309,380	365,079,942	167,537,866

Note 4 – Employee Pension and Other Benefit Plans

The City participates in three employee pension systems as follows:

Name of Plan/System	Type of Plan
Oklahoma Police Pension and Retirement Fund Plan	Cost Sharing Multiple Employer – Defined Benefit Plan
Oklahoma Firefighters Pension and Retirement Fund Plan	Cost Sharing Multiple Employer – Defined Benefit Plan
Oklahoma Municipal Retirement Fund (OMRF) Plan	Agent Multiple Employer – Defined Contribution Plan

Oklahoma Police Pension and Retirement System

Summary of Significant Accounting Policies

Plan description - The City of Broken Arrow, as the employer, participates in the Oklahoma Police Pension and Retirement Plan—a cost-sharing multiple-employer defined benefit pension plan administered by the Oklahoma Police Pension and Retirement System (OPPRS). Title 11 of the Oklahoma State Statutes, through the Oklahoma Legislature, grants the authority to establish and amend the benefit terms to the OPPRS. OPPRS issues a publicly available financial report that can be obtained at www.ok.gov/OPPRS.

Benefits provided - OPPRS provides retirement, disability, and death benefits to members of the plan. The normal retirement date under the Plan is the date upon which the participant completes 20 years of credited service, regardless of age. Participants become vested upon completing 10 years of credited service as a contributing participant of the Plan. No vesting occurs prior to completing 10 years of credited service. Participants' contributions are refundable, without interest, upon termination prior to normal retirement. Participants who have completed 10 years of credited service may elect a vested benefit in lieu of having their accumulated contributions refunded. If the vested benefit is elected, the participant is entitled to a monthly retirement benefit commencing on the date the participant reaches 50 years of age or the date the participant would have had 20 years of credited service had employment continued uninterrupted, whichever is later. Monthly retirement benefits are calculated at 2.5% of the final average salary (defined as the average paid base salary of the officer over the highest 30 consecutive months of the last 60 months of credited service) multiplied by the years of credited service, with a maximum of 30 years of credited service considered.

Monthly benefits for participants due to permanent disability incurred in the line of duty are 2.5% of the participants' final average salary multiplied by 20 years. This disability benefit is reduced by stated percentages for partial disability based on the percentage of impairment. After 10 years of credited service, participants who retire due to disability incurred from any cause are eligible for a monthly benefit based on 2.5% of their final average salary multiplied by the years of service. This disability benefit is also reduced

by stated percentages for partial disability based on the percentage of impairment. Effective July 1, 1998, once a disability benefit is granted to a participant, that participant is no longer allowed to apply for an increase in the dollar amount of the benefit at a subsequent date.

Survivor's benefits are payable in full to the participant's beneficiary upon the death of a retired participant. The beneficiary of any active participant killed in the line of duty is entitled to a pension benefit.

Contributions – The contributions requirements of the Plan are at an established rate determined by Oklahoma Statute and are not based on actuarial calculations. Members of OPPRS are required to pay 8% of their base pay to the pension plan. The City is contractually required to pay 13% of base salary. For the year ended June 30, 2025, the total contribution to the system amounted to $3,539,062 of which $2,190,847 was made by the City and $1,348,215 was made by the employees. The State of Oklahoma also made on-behalf contributions to OPPRS in the amount of $2,153,977 during the calendar year and this is reported as both an expenditure and revenue in the General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance. In the government-wide Statement of Activities, revenue is recognized for the state's on-behalf contributions on an accrual basis of $2,212,659. These on-behalf payments did not meet the criteria of a special funding situation.

Pension liabilities, pension expense, deferred outflows, and deferred inflows of resources related to pensions – At June 30, 2025, the City reported a liability of $10,599,348 for its proportionate share of the net pension asset. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The City's proportion of the net pension liability was based on the City's contributions received by the pension plan relative to the total contributions received by pension plan for all participating employers as of June 30, 2025. Based upon this information, the City's proportion was 4.0467%.

For the year ended June 30, 2025, the City recognized pension expense of $14,818,476. At June 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 4,425,908	$ 86,447
Changes of assumptions	-	1,795,370.00
Net difference between projected and actual earnings on pension plan investments	5,675,315	-
Changes in proportion	110,076	586,924
City contributions during measurement date	6,527	38,487
City contributions subsequent to the measurement date	2,190,847	-
Total	$ 12,408,673	$ 2,507,228

In the year ending June 30, 2025, the $2,190,847 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date reported above will be recognized as a reduction of or addition to the net pension liability (asset). Other amounts reported as

deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:		
2026	$	419,231
2027		5,186,631
2028		1,514,770
2029		436,876
2030		153,090
	$	7,710,598

Actuarial assumptions – The total pension liability in the July 1, 2024, actuarial valuations were determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75%
Salary increases	3.5% to 12% average, including inflation.
Investment rate of return	7.5% net of pension plan investment expense
Cost of living adjustments	Police officers eligible to receive increased benefits according to repealed Section 50-120 of Title 11 of the Oklahoma Statutes pursuant to a court order receive an adjustment of 1/3 to 1/2 of the increase or decrease of any adjustment to the base salary of a regular police officer, based on an increase in base salary of 3.5% (wage inflation)
Mortality rates	Active and inactive vested members: PubS-2010 Employee (Below Median) Mortality Table with rates set forward 2 years and projected generationally using SOA Scale MP-2021. Healthy retirees: PubS-2010 Healthy Retiree (Below Median) Mortality Table with rates set forward 2 years and projected generationally using SOA scale MP-2021. Beneficiaries: Pub-2010 Contingent Survivor (Below Median) Mortality Table with rates set forward 2 years and projected generationally using SOA Scale MP-2021. Disabled retirees: PubS-2010 Disabled Retiree Mortality Table with rates projected to 2023 using SOA Scale MP-2021.

The actuarial assumptions used in July 1, 2024 valuation was based on the results of an actuarial experience study for the period July 1, 2017, through June 30, 2022.

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of

pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2024, are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Fixed income	25%	5.32%
Domestic equity	30%	8.29%
International equity	20%	9.34%
Real estate	10%	10.19%
Private equity	15%	11.59%
	100%	

The current allocation policy is that approximately 60% of assets in equity instruments, including public equity, long-short hedge, venture capital, and private equity strategies; approximately 25% of assets in fixed income to include investment grade bonds, high yield and non-dollar denominated bonds, convertible bonds, and low volatility hedge fund strategies; and 15% of assets in real assets to include real estate, commodities, and other strategies.

Discount Rate-The discount rate used to measure the total pension liability was 7.5%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at contractually required rates, determined by State statutes. Projected cash flows also assume the State of Oklahoma will continue contributing 14% of the insurance premium, as established by statute. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate - The following presents the net pension liability of the employers calculated using the discount rate of 7.5%, as well as what the Plan's net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage point lower (6.5%) or 1-percentage-point higher (8.5%) than the current rate:

	1% Decrease (6.5%)	Current Discount Rate (7.5%)	1% Increase (8.5%)
Police Pension net pension liability (asset)	$ 25,778,318	$ 10,599,348	$ (2,234,675)

Pension plan fiduciary net position **-** Detailed information about the pension plan's fiduciary net position is available in the separately issued financial report of the OPPRS; which can be located at www.ok.gov/OPPRS .

Oklahoma Fire Pension and Retirement System

Summary of Significant Accounting Policies

Plan description - The City of Broken Arrow, as the employer, participates in the Firefighters Pension & retirement—a cost-sharing multiple-employer defined benefit pension plan administered by the Oklahoma Firefighters Pension & Retirement System (FPRS). Title 11 of the Oklahoma State Statutes grants the authority to establish and amend the benefit terms to the FPRS. FPRS issues a publicly available financial report that can be obtained at www.ok.gov/fprs

Benefits provided - FPRS provides defined retirement benefits based on members' final average compensation, age, and term of service. In addition, the retirement program provides for benefits upon disability and to survivors upon death of eligible members. The Plan's benefits are established and amended by Oklahoma statute. Retirement provisions are as follows:

Normal Retirement:

- Hired Prior to November 1, 2013
  Normal retirement is attained upon completing 20 years of service. The normal retirement benefit is equal to 50% of the member's final average compensation. Final average compensation is defined as the monthly average of the highest 30 consecutive months of the last 60 months of participating service. For volunteer firefighters, the monthly pension benefit for normal retirement is $150.60 per month.

- Hired After November 1, 2013
  Normal retirement is attained upon completing 22 years of service. The normal retirement benefit is equal to 55% of the member's final average compensation. Final average compensation is defined as the monthly average of the highest 30 consecutive months of the last 60 months of participating service. Also, participants must be age 50 to begin receiving benefits. For volunteer firefighters, the monthly pension benefit for normal retirement is $165.66 per month.

All firefighters are eligible for immediate disability benefits. For paid firefighters, the disability in-the-line-of-duty benefit for firefighters with less than 20 years of service is equal to 50% of final average monthly compensation, based on the most recent 30 months of service. For firefighters with over 20 years of service, a disability in the line of duty is calculated based on 2.5% of final average monthly compensation, based on the most recent 30 months, per year of service, with a maximum of 30 years of service. For disabilities not in the line of duty, the benefit is limited to only those with less than 20 years of service and is 50% of final average monthly compensation, based on the most recent 60-month salary as opposed to 30 months. For volunteer firefighters, the not-in-the-line-of-duty disability is also limited to only those with less than 20 years of service and is $7.53 per month per year of service. For volunteer firefighters, the in-the-line-of-duty pension is $150.60 with less than 20 years of service or $7.53 per month per year of service, with a maximum of 30 years.

A $5,000 lump sum death benefit is payable to the qualified spouse or designated recipient upon the participant's death. The $5,000 death benefit does not apply to members electing the vested benefit.

Contributions – The contributions requirements of the Plan are at an established rate determined by Oklahoma Statute and are not based on actuarial calculations. Employees are required to contribute 9% percent of their annual pay. Participating cities are required to contribute 14% of the employees' annual pay. For the year ended June 30, 2025, the total contribution to the system amounted to $4,538,740, of which $2,762,711 was made by the City and $1,776,029 was made by the employees. The State of Oklahoma also made on-behalf contributions to FPRS in the amount of $5,486,652 during the calendar year and this is reported as both an expenditure and revenue in the General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance. In the government-wide Statement of Activities, revenue is

recognized for the state's on-behalf contributions on an accrual basis of $6,861,320. These on-behalf payments did not meet the criteria of a special funding situation.

Pension liabilities, pension expense, and deferred outflows/inflows of resources related to pensions – At June 30, 2025, the City reported a liability of $64,286,590 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The City's proportion of the net pension liability was based on the City's contributions received by the pension plan relative to the total contributions received by pension plan for all participating employers as of June 30, 2025. Based upon this information, the City's proportion was 4.8809%.

For the year ended June 30, 2025, the City recognized pension expense of $12,193,919. At June 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 9,418,907	$ -
Changes of assumptions	2,324,085	-
Net difference between projected and actual earnings on pension plan investments	-	493,761
Changes in proportion	2,949,668	1,063,825
City contributions during measurement date	90,962	78,231
City contributions subsequent to the measurement date	2,762,711	-
Total	$ 17,546,333	$ 1,635,817

In the year ending June 30, 2025, the $2,762,711 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date reported above will be recognized as a reduction of the net pension liability. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:	
2026	$ 2,852,281
2027	8,450,987
2028	1,231,227
2029	613,310
2030	-
	$ 13,147,805

Actuarial Assumptions- The total pension liability was determined by an actuarial valuation as of July 1, 2024, using the following actuarial assumptions, applied to all prior periods included in the measurement:

Inflation:	2.75%
Salary increases:	2.75% to 14% average, including inflation.
Investment rate of return:	7.5% net of pension plan investment expense

Mortality rates were based on the Pub-2010 Public Safety Table, with adjustments for generational mortality improvement using scale MP-2021 for healthy lives and no mortality improvement for disabled lives.

The actuarial assumptions used in July 1, 2024, valuation were based on the results of an actuarial experience study for the period July 1, 2013, to June 30, 2018.

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2025, are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Fixed income	20%	5.34%
Domestic equity	47%	8.41%
International equity	15%	9.34%
Real estate	10%	9.81%
Other assets	8%	6.50%
	100%	

Discount Rate- The discount rate used to measure the total pension liability was 7.5%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at contractually required rates, determined by State statutes. Projected cash flows also assume the State of Oklahoma will continue contributing 36% of the insurance premium, as established by statute. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate - The following presents the net pension liability of the employers calculated using the discount rate of 7.5%, as well as what the Plan's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.5%) or 1-percentage-point higher (8.5%) than the current rate:

	1% Decrease (6.5%)	Current Discount Rate (7.5%)	1% Increase (8.5%)
Fire Pension net pension liability	$ 85,561,245	$ 64,286,590	$ 46,559,039

Pension plan fiduciary net position **-** Detailed information about the pension plan's fiduciary net position is avail-able in the separately issued financial report of the FPRS which can be located at www.ok.gov/FPRS.

Related-party investments

As of June 30, 2025, the Systems held no related-party investments of the City or of its related entities.

Defined contribution plan – OMRF

The City has also provided effective November 1, 1990, a defined contribution plan and trust known as the City of Broken Arrow Plan and Trust (the Plan) in the form of The Oklahoma Municipal Retirement System Master Defined Contribution Plan (OMRF). OMRF operations are supervised by a nine-member Board of Trustees elected by the participating municipalities. The Plan is administered by the OMRF. The defined contribution plan is available to all full-time employees not already participating in another plan. The employee may contribute to the Plan an amount not less than 2% or more than 10% of their compensation. The City Council determines the City's contribution rate each year and for the year ended June 30, 2025, contributed at the rate of 8.5% of employee compensation. City contributions for each employee begin vesting after three years of service and are fully vested after seven years. If an employee terminates before becoming fully vested, the employer's contributions that are forfeited may be used to reduce the City's current-period contribution requirements. The authority to establish and amend the provisions of the Plan rests with the City Council.

For the year ended June 30, 2025, the following amounts related to actual contributions to the defined contribution plan:

Employee contributions made	$ 338,979
Employer (City) contributions made	$ 3,667,258

Post-employment benefits other than pensions

Plan description. The City sponsors and administers a self-funded, single employer defined benefit plan providing medical, prescription drug, life, dental, vision and long-term disability insurance for active eligible employees. The City also provides medical, prescription drug and dental coverage for retirees and their dependents who elect to make the required contributions.

Funding policy. The City funds the benefits on a pay-as-you-go basis. Eligible employees are required to pay premiums for a set percentage of the cost, with the City subsidizing the remaining costs. Contribution requirements are established and amended as needed by the City Council on an annual basis.

Employees covered by benefit terms. At June 30, 2025, the following employees were covered by the benefit terms:

Active Employees	601
Inactive or beneficiaries currently receiving benefit payments	8
Total	609

Total OPEB Liability. The City's total OPEB liability of $1,237,837 was measured as of June 30, 2025, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions- The total OPEB liability was determined based on an actuarial valuation prepared as of June 30, 2025, using the following actuarial assumptions:

- Actuarial Cost Method - Entry Age Normal
- Discount Rate – 4.21%, based on June 30, 2024, published Bond Pay Go-20 bond index
- Termination – Civilian employees are based on actual experience of the Oklahoma Municipal Retirement Fund. Rates for police and firefighters are based on rates for these groups in Oklahoma.

Retirement Age:

Age	*Civilian Retirement* Rate
55	25%
60	17%
61	17%
62	30%
63	20%
64	15%
65	30%
70	100%

	Retirement Rate	
Years of Service	Police	Fire
20	20%	10%
25	20%	15%
30	100%	20%
35		100%

- Participation – 100% of all retirees who currently have healthcare coverage will continue with the same coverage. 20% of all actives who currently have individual coverage will continue with individual coverage upon retirement. 20% of all actives who currently have dependent coverage will continue coverage upon retirement with 70% continuing as individual coverage and 30% as individual with spouse coverage.
- Healthcare cost trend rates - Level 4.5%
- Mortality Rates - RPH-2014 Mortality Table with cohort mortality projection

Changes in Total OPEB Liability –The following table reports the components of changes in total OPEB liability:

	Total OPEB Liability
Balances at Beginning of Year	$ 1,539,122
Changes for the Year:	
Service Cost	168,242
Interest expense	71,107
Change in benefit terms	-
Difference between expected and actual experience	-
Change of assumptions	-
Expected net benefit payments	(36,728)
Net Changes	202,621
Balances at End of Year	$ 1,741,743
Governmental Activities	$ 1,237,837
Business-Type Activities	503,906
	$ 1,741,743

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate - The following presents the total OPEB liability of the employer calculated using the discount rate of 4.21%, as well as what the Plan's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage point lower (3.21%) or 1-percentage-point higher (5.21%) than the current rate:

	1% Decrease (3.21%)	Current Discount Rate (4.21%)	1% Increase (5.21%)
OPEB liability	$ 1,925,086	$ 1,741,743	$ 1,576,733

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rate - The following presents the total OPEB liability of the employer calculated using the healthcare cost trend rate of 4.50%, as well as what the Plan's total OPEB liability would be if it were calculated using a healthcare cost trend rate that is 1-percentage point lower (3.50%) or 1-percentage-point higher (5.50%) than the current rate:

	1% Decrease 3.50%	Healthcare Cost Trend Rates 4.50%	1% Increase 5.50%
OPEB liability	$ 1,506,883	$ 1,741,743	$ 1,925,086

OPEB Expense and Deferred Outflows of Resources and Deferred Outflows/Inflows of Resources Related to OPEB For the year ended June 30, 2025, the City recognized OPEB expense of $112,767. At June 30,

2025, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Governmental Activities		Business-Type Activities		Total Activities	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 257,059	$ 73,395	$ 104,645	$ 29,878	$ 361,704	$ 103,273
Changes of assumptions	2,178	156,490	887	63,705	3,065	220,195
Changes in proportion	12,794	21,212	21,212	19,371	34,006	40,583
Total	$ 272,031	$ 251,097	$ 126,744	$ 112,954	$ 398,775	$ 364,051

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

	Governmental Activities	Business-Type Activities	Total Activities
Year ended June 30:			
2026	$ (25,884)	$ (5,774)	$ (31,658)
2027	(22,963)	(8,695)	(31,658)
2028	(12,417)	(5,009)	(17,426)
2029	(2,023)	(2,200)	(4,223)
2030	25,813	9,067	34,880
Thereafter	58,408	26,401	84,809
	$ 20,934	$ 13,790	$ 34,724

Note 5 – Tax Abatements

The City enters into sales tax rebate agreements with local businesses as allowed in the Oklahoma State Constitution, Article 10, Section 14. Under this law, the City may establish economic development programs and provide sales tax increments for development as part of its economic development plan. The sales tax rebate program allows a retail store business or developer to receive rebated sales tax in an amount equal to various percentages of reported annual total taxable sales of each business, based solely upon each agreement. To be eligible for this program, the project area should be developed or redeveloped after a significant vacancy to provide economic opportunity to the City and its' citizens.

Due to the confidentiality laws in Oklahoma Statutes, Title 68, Section 1354.11, the amounts of sales taxes rebated will not be disclosed. The following businesses had rebate agreements with the City as of June 30, 2025:

- A developer received rebated sales taxes during 2025. The sales tax rebated cannot exceed the lesser of (i) 1.375% of the gross sales tax generated over a 15-year period, or (ii) $3,250,000. This sales tax rebate period is fifteen years from the sales tax commencement date (the date the City first receives sales tax). The agreement must be renewed for the City Council annually to ensure a continuing public benefit. This agreement was entered into October 2012 and will terminate no later than April 2030.

The City is subject to ad valorem tax abatements granted by the State of Oklahoma in accordance with the Oklahoma Constitution, Article X, Section 6B for qualifying manufacturing concerns.

Under this program, a 5-year ad valorem tax exemption exempts all real and personal property that is necessary for the manufacturing of a product and facilities engaged in research and development which meet the requirements set by the Oklahoma Constitution and Statutes. In exchange for the five-year exemption, qualifying manufacturing concerns must incur investment costs of $250,000 or more for construction, acquisition, or expansion of a manufacturing facility. In addition, there are general minimal payroll requirements that must be met, and qualifying manufacturing concerns must offer a basic health benefit plan to all full-time employees within 180 days of employment.

The City of Broken Arrow had $12,614 of ad valorem taxes abated under this program for the fiscal year ended June 30, 2025.

The State has an Ad Valorem Reimbursement Fund in accordance with Title 62 O.S., Section 193 that is used to reimburse the City for the loss of revenue. Contributions to this Fund come from a dedicated tax stream comprised of one percent of net state personal and corporate income tax revenues. The City received $1,694 during the fiscal year 2025 and has an outstanding, unpaid claim of $10,920 of reimbursement from the State as of June 30, 2025.

Note 6 – Risk Management

The City is exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets; errors and omissions; injuries to employees; employees' health and life; and natural disasters. The City manages these various risks of loss as follows:

Type of Loss	Method Managed	Risk of Loss Retained
a. General Liability: - Torts - Errors and omissions	Self-insured with limits of the Oklahoma Tort Liability Act as follows: - $25,000 property loss - $125,000 per individual - $1,000,000 per incident	Entire risk of loss retained.
b. Physical Property: - Theft - Damage to assets - Natural disasters	All physical property except vehicles is insured through commercial insurance with deductibles ranging from $10,000 to $50,000. Vehicle damage is covered through self-insurance.	All physical property except vehicles subject to $10,000 to $50,000 risk of loss. Vehicles – entire risk of loss retained through fund incurring the loss.
c. Workers Compensation: - Employee injuries	Self-insured with third-party administration of the claims process. Workers Compensation Internal Service Fund used to account for activities with participating funds charged through an estimated annual claim cost for each fund.	Entire risk of loss retained. Claim liability is determined through estimate of loss by the City's Risk Management staff and third-party.
d. Health and Life: - Medical - Dental - Vision	Self-insured with third-party administration of the claims provided by HealthComp. Participation in Vision Service Plan. City purchases annual eye examination benefits for insured at a monthly cost of $.63 per month for single coverage,	Claims up to $125,000 per individual are self-funded. Individual specific stop loss reinsurance covers claims in excess of $125,000 per insured once a $100,000 aggregating deductible has been met. The

	$.93 per month for employee and children, $1.00 per month for employee and spouse and $1.59 per month for family coverage. Group Health & Life Internal Service Fund used to account for self-insurance activities with participating funds making payments to the internal service fund based upon factors determined by the City's benefit consultant.	City does not carry Aggregate stop loss coverage.

Life and health benefit plan

The City offers group health and dental benefits to all full-time employees and their dependents except for fire fighters covered by the labor agreement between the City and the International Association of Fire Fighters Local # 2551. The City funds over 85% of the program with employees paying a monthly fee to purchase single, employees plus children, employees plus spouse or family coverage.

The City is self-funded for health and dental benefits and has an Administrative Services Agreement with HealthComp to process claim payments, provide preferred provider medical and dental service networks, recovery litigation services, and other third-party administration services.

All assets acquired by the plan are vested in the plan and remain assets of the City. Monthly contributions are transferred to a reserve fund, and such funds are used to reimburse HealthComp for claims paid, administrative services and stop loss coverage.

The plan has excess stop loss coverage agreements which cover losses in excess of specific and aggregating retention levels. Stop loss coverage is purchased from U.S. Fire Insurance.

Life insurance benefits are funded entirely by the City through Minnesota Life.

Claims liability analysis

The claims liabilities related to the above noted risks of loss that are retained are determined in accordance with the requirements of Statement of Financial Accounting Standard No. 5., which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated.

For the two internal service self-insurance funds, changes in the claim's liability for the City from June 30, 2023, to June 30, 2025, are as follows:

	Workers' Compensation	Health Care	Total
Claim liability, June 30, 2023	$ 2,729,000	$ 901,200	$ 3,630,200
Claims and changes in estimates	1,634,335	11,502,355	13,136,690
Claims payments	(1,935,335)	(11,186,555)	(13,121,890)
Claim liability, June 30, 2024	$ 2,428,000	$ 1,217,000	$ 3,645,000
Claims and changes in estimates	158,345	15,167,242	15,325,587
Claims payments	(332,345)	(15,123,242)	(15,455,587)
Claim liability, June 30, 2025	$ 2,254,000	$ 1,261,000	$ 3,515,000
Assets available to pay claims at June 30, 2025	$ 1,907,690	$ 1,562,099	$ 3,469,789
Reconciliation to Statement of Net Position:			
Current portion			$ 2,507,000
Noncurrent portion			1,008,000
Total			$ 3,515,000

Note 7 – Commitments and Contingencies

Construction commitments

At June 30, 2025, the City had outstanding construction commitments of $55,075,965 related to ongoing engineering and construction projects with original contract amounts totaling $134,911,321.

Contingencies

Grant program involvement

In the normal course of operations, the City participates in various federal or state grant/loan programs from year to year. The grant/loan programs are often subject to additional audits by agents of the granting or loan agency, the purpose of which is to ensure compliance with the specific conditions of the grant or loan. Any liability for reimbursement which may arise as a result of these audits cannot be reasonably determined at this time, although it is believed the amount, if any, would not be material.

Litigation

The City is a party to various legal proceedings which normally occur in the course of government operations. The financial statements do not include accrual or provisions for loss contingencies that may result from these proceedings. State statutes provide for the levy of an ad valorem tax over a three-year period by a City "Sinking Fund" for the payment of any court assessed judgment rendered against the City. These statutory provisions do not apply to the City's public trust or Authorities.

While the outcome of the above noted proceedings cannot be predicted, due to the insurance coverage maintained by the City and the State statute relating to judgments, the City feels that any settlement or insurance would not have a material adverse effect on the financial condition of the City, but could substantially increase the City's ad valorem tax levy.

Note 8 – Recently Issued Account Pronouncements

GASB Statement No. 102, Certain Risk Disclosures

In December 2023, the Governmental Accounting Standards Board (GASB) issued Statement No. 102, *Certain Risk Disclosures*. GASB 102 requires governments to disclose information about certain concentrations and constraints that make them vulnerable to the risk of a substantial impact when specified criteria are met and the relevant events have occurred, begun to occur, or are more likely than not to begin to occur within 12 months of the date the financial statements are issued. GASB 102 is effective for fiscal years beginning after June 15, 2024, and all reporting periods thereafter.

The City of Broken Arrow has evaluated its activities and determined that it does not have any concentrations or constraints that meet the criteria for disclosure under GASB Statement No. 102.

Note 9 – Subsequent Events

The City has evaluated subsequent events through the date of the auditor's report, which is the date the financial statements were available to be issued.

The City is a party to various legal proceedings arising in the normal course of operations. As of year end, six litigation cases were either settled or the outcome was determined to be more likely than not to result in a loss. Accordingly, the City has recorded a liability of $1,683,616 in the accompanying financial statements, representing management's best estimate of the amount expected to be paid in settlement of these matters. Management, in consultation with legal counsel, believes that this amount appropriately reflects the probable and estimable losses related to these cases. Any additional loss is not expected to be material to the City's financial position.

Management and legal counsel continue to monitor all outstanding claims and proceedings. At this time, management does not believe that the resolution of any other pending matters will have a material adverse effect on the City's financial statements.

BROKEN ARROW
Where opportunity lives

Required Supplementary Information

CITY OF BROKEN ARROW, OKLAHOMA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
Year ended June 30, 2025

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Beginning budgetary fund balance	$ 22,885,228	$ 22,792,240	$ 35,978,590	$ 13,186,350
Resources (inflows):				
Taxes:				
Sales tax	51,626,726	51,626,726	51,599,833	(26,893)
Use tax	13,676,883	13,676,883	13,388,240	(288,643)
Tobacco tax	475,000	475,000	437,053	(37,947)
Franchise tax	5,610,000	5,610,000	5,053,791	(556,209)
Total taxes	71,388,609	71,388,609	70,478,917	(909,692)
Intergovernmental:				
Intergovernmental	300,000	300,000	213,822	(86,178)
Alcoholic beverage tax	350,000	350,000	350,243	243
Total intergovernmental	650,000	650,000	564,065	(85,935)
Charges for services:				
Planning and zoning	185,000	185,000	297,338	112,338
Sale of material	100,000	100,000	133,352	33,352
BAMA PILOT	5,350,226	5,350,226	5,422,980	72,754
Rural fire runs	2,500	2,500	41,465	38,965
Fire subscription	35,000	35,000	38,047	3,047
Inspection fees	285,000	285,000	409,543	124,543
Ambulance revenue	7,000,000	7,000,000	7,589,443	589,443
LifeRide	2,775,000	2,775,000	3,658,113	
Training	-	-	-	-
Farmers Market	45,000	45,000	-	(45,000)
Special Events	100,000	100,000	24,653	(75,347)
Cemetery fee	225,000	225,000	166,698	(58,302)
Animal control fees	55,000	55,000	39,193	(15,807)
Nuisance abatement	50,000	50,000	70,909	20,909
Parks and recreation	225,000	225,000	258,154	33,154
Swimming pools	250,000	250,000	307,258	57,258
Administrative fees	15,000	15,000	16,409	1,409
Schools	-	-	-	-
Juvenile court	45,000	45,000	11,812	(33,188)
Total charges for services	16,742,726	16,742,726	18,485,367	859,528

(Continued)

CITY OF BROKEN ARROW, OKLAHOMA
BUDGETARY COMPARISON SCHEDULE (continued)
GENERAL FUND
Year ended June 30, 2025

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Fines, forfeitures and assessments	1,003,000	1,003,000	1,642,418	639,418
Licenses and permits:				
Occupational licenses	300,000	300,000	265,558	(34,442)
Peddlers licenses	-	-	-	-
Food licenses	45,000	45,000	60,800	15,800
Other fees	50,000	50,000	42,345	(7,655)
Farmers market	-	-	54,152	54,152
Special events	-	-	100	100
Building permits	1,500,000	1,500,000	1,748,829	248,829
Total licenses and permits	1,895,000	1,895,000	2,171,784	276,784
Investment income	300,000	300,000	919,288	619,288
Miscellaneous:				
Rental property	1,300,000	1,300,000	869,005	(430,995)
Donations	-	-	10,975	10,975
Miscellaneous	250,000	250,000	143,693	(106,307)
Sale of capital assets	-	-	-	-
Insurance proceeds	25,000	25,000	83,623	58,623
Total miscellaneous	1,575,000	1,575,000	1,107,296	(467,704)
Other financing sources:				
Transfers in from other funds	22,315,533	22,315,533	22,194,850	(120,683)
Total other financing sources	22,315,533	22,315,533	22,194,850	(120,683)
Total revenues and other financing sources	115,869,868	115,869,868	117,563,985	811,004
Amounts available for appropriation	138,755,096	138,662,108	153,542,575	13,997,354

(Continued)

CITY OF BROKEN ARROW, OKLAHOMA
BUDGETARY COMPARISON SCHEDULE (continued)
GENERAL FUND
Year ended June 30, 2025

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Charges to appropriations (outflows):				
General government:				
City manager	722,922	722,922	732,906	(9,984)
Finance	1,148,198	1,148,198	1,261,270	(113,072)
City attorney	929,757	929,757	811,465	118,292
Human resources	1,393,896	1,393,896	1,224,093	169,803
Information services	2,140,196	2,140,196	2,026,957	113,239
Community development	5,862,028	5,862,028	5,192,562	669,466
General government	2,693,275	2,693,275	2,575,347	117,928
City Clerk	698,733	698,733	698,724	9
Total general government	15,589,005	15,589,005	14,523,324	1,065,681
Public services	3,703,422	3,703,422	2,756,411	947,011
Parks and recreation	7,422,215	7,422,215	6,676,393	745,822
Other financing uses:				
Transfers to other funds	89,046,265	89,046,265	95,592,983	(6,546,718)
Total charges to appropriations	115,760,907	115,760,907	119,549,111	(3,788,204)
Ending budgetary fund balance	$ 22,994,189	$ 22,901,201	$ 33,993,464	$ 11,092,263

Broken Arrow
Budgetary Comparison Schedule
Major Special Revenue Fund - Public Safety Sales Tax Fund - Police
For the year ended June 30, 2025

	Public Safety Sales Tax Fund - Police			
	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
Beginning Budgetary Fund Balance	$ 15,216,831	$ 15,875,356	$ 24,047,432	8,172,076
Resources (Inflows):				
Taxes	3,067,506	3,067,506	3,091,332	23,826
Intergovernmental	100,000	100,000	14,332	(85,668)
Investment income	400,000	400,000	636,223	236,223
Miscellaneous	12,500	12,500	19,540	7,040
Transfers from other funds	35,334,441	35,334,441	36,190,630	856,189
Amounts available for appropriation	38,914,447	38,914,447	39,952,057	1,037,610
Charges to Appropriations (Outflows):				
Police	37,665,469	37,665,469	35,987,922	1,677,547
Ending Budgetary Fund Balance	$ 16,465,809	$ 17,124,334	$ 28,011,567	$ 10,887,233

Broken Arrow
Budgetary Comparison Schedule
Major Special Revenue Fund - Public Safety Sales Tax Fund - Fire
For the year ended June 30, 2025

	Public Safety Sales Tax Fund - Fire			
	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
Beginning Budgetary Fund Balance	$ 8,939,296	$ 9,056,286	$ 12,462,435	$ 2,692,438
Resources (Inflows):				
Taxes	3,067,506	3,067,340	3,091,332	23,992
Intergovernmental	-	-	291,904	291,904
Investment income	75,000	75,000	246,353	171,353
Miscellaneous	8,000	8,000	21,471	13,471
Transfers from other funds	28,721,181	28,721,181	28,706,499	(14,682)
Amounts available for appropriation	31,871,687	31,871,521	32,357,559	486,038
Charges to Appropriations (Outflows):				
Fire	30,892,844	30,892,843	29,920,536	972,307
Ending Budgetary Fund Balance	$ 9,918,139	$ 10,034,964	$ 14,899,458	$ 4,150,783

The budgetary basis differs from the modified accrual basis as shown in the schedule below:

	General Fund
Total budgetary resources (inflows)	$ 117,563,985
Less: transfers in from other funds	(22,194,850)
Total revenues as reported on the statement of revenues, expenditures and changes in fund balance - governmental funds	$ 95,369,135
Total budgetary expenditures and transfers	$ 119,549,111
Less: transfers to other funds	(95,592,983)
Total expenditures as reported on the statement of revenues, expenditures and changes in fund balance - governmental funds	$ 23,956,128

	Public Safety Sales Tax Fund - Police
Total budgetary resources (inflows)	$ 39,952,057
Add: On-behalf payments	2,153,977
Less: Transfers in from other funds	(36,190,630)
Total revenues as reported on the statement of revenues, expenditures and changes in fund balance - governmental funds	$ 5,915,404
Total budgetary expenditures and transfers	$ 35,987,922
Add: On-behalf payments	2,153,977
Total expenditures as reported on the statement of revenues, expenditures and changes in fund balance - governmental funds	$ 38,141,899

	Public Safety Sales Tax Fund - Fire
Total budgetary resources (inflows)	$ 32,357,559
Add: On-behalf payments	6,966,346
Less: Transfers in from other funds	(28,706,499)
Total revenues as reported on the statement of revenues, expenditures and changes in fund balance - governmental funds	$ 10,617,406
Total budgetary expenditures and transfers	$ 29,920,536
Add: On-behalf payments	6,966,346
Total expenditures as reported on the statement of revenues, expenditures and changes in fund balance - governmental funds	$ 36,886,882

Schedules of Required Supplementary Information
SCHEDULE OF THE CITY OF BROKEN ARROW'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET)
OKLAHOMA POLICE PENSION & RETIREMENT SYSTEM
Last 10 Fiscal Years

For the year June 30,	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
City's proportion of the net pension liability (asset)	3.2237%	3.1605%	3.3097%	3.4646%	3.5076%	3.6693%	3.6401%	3.8751%	3.7853%	4.0467%
City's proportionate share of the net pension liability (asset)	$ 131,444	$ 4,840,062	$ 254,584	$ (1,650,356)	$ (223,922)	$ 4,213,955	$ (17,461,926)	$ (3,107,481)	$ (1,156,028)	$ 10,599,348
City's covered-employee payroll	$ 9,112,431	$ 9,320,477	$ 10,248,277	$ 10,594,254	$ 11,433,128	$ 12,091,461	$ 12,594,259	$ 13,872,246	$ 14,114,343	$ 15,593,247
City's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	1.44%	51.93%	2.48%	15.58%	1.96%	34.85%	138.65%	22.40%	8.19%	67.97%
Plan fiduciary net position as a percentage of the total pension liability	99.82%	93.50%	99.68%	101.89%	100.24%	95.80%	117.07%	102.74%	101.02%	92.40%

Notes to Schedule:
Current year measurement date is June 30, 2024.

SCHEDULE OF CITY CONTRIBUTIONS
OKLAHOMA POLICE PENSION & RETIREMENT SYSTEM
Last 10 Fiscal Years

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Statutorily required contribution	$ 1,211,662	$ 1,332,276	$ 1,377,253	$ 1,486,307	$ 1,597,656	$ 1,637,241	$ 1,759,158	$ 1,851,371	$ 2,027,122	$ 2,193,975
Contributions in relation to the statutorily required contribution	1,211,662	1,332,276	1,377,253	1,486,307	1,597,656	1,637,241	1,759,158	1,851,371	2,027,122	2,193,975
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City's covered-employee payroll	$ 9,320,477	$ 10,248,277	$ 10,594,254	$ 11,433,128	$ 12,091,461	$ 12,594,259	$ 13,872,246	$ 14,114,343	$ 15,593,247	$ 16,876,733
Contributions as a percentage of covered-employee payroll	13%	13%	13%	13%	13%	13%	13%	13%	13%	13%

Schedules of Required Supplementary Information
SCHEDULE OF THE CITY OF BROKEN ARROW'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
OKLAHOMA FIREFIGHTERS PENSION & RETIREMENT SYSTEM
Last 10 Fiscal Years

For the year June 30,	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
City's proportion of the net pension liability	3.8107%	3.9641%	4.2472%	4.4499%	4.1400%	4.5698%	4.5936%	4.8006%	4.6089%	4.8809%
City's proportionate share of the net pension liability	$ 40,447,082	$ 48,430,529	$ 53,418,020	$ 50,090,663	$ 43,746,453	$ 56,296,367	$ 30,251,897	$ 62,778,821	$ 59,466,929	$ 64,286,590
City's covered-employee payroll	$ 10,409,757	$ 11,090,514	$ 12,517,279	$ 13,237,331	$ 13,875,665	$ 14,699,910	$ 14,908,009	$ 15,996,124	$ 16,559,267	$ 18,224,074
City's proportionate share of the net pension liability as a percentage of its covered-employee payroll	388.55%	436.68%	426.75%	378.40%	315.27%	382.97%	202.92%	392.46%	359.12%	352.76%
Plan fiduciary net position as a percentage of the total pension liability	68.27%	64.87%	66.61%	70.73%	72.85%	69.98%	84.24%	69.49%	70.85%	71.94%

Notes to Schedule:
Current year measurement date is June 30, 2024.

SCHEDULE OF CITY CONTRIBUTIONS
OKLAHOMA FIREFIGHTERS PENSION & RETIREMENT SYSTEM
Last 10 Fiscal Years *

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Statutorily required contribution	$ 1,552,672	$ 1,752,419	$ 1,852,898	$ 1,942,593	$ 2,057,989	$ 2,087,122	$ 2,235,125	$ 2,318,298	$ 2,551,370	$ 2,762,442
Contributions in relation to the statutorily required contribution	1,552,672	1,752,419	1,852,898	1,942,593	2,057,989	2,087,122	2,235,125	2,318,298	2,551,370	2,762,442
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City's covered-employee payroll	$ 11,090,514	$ 12,517,279	$ 13,237,331	$ 13,875,665	$ 14,699,910	$ 14,908,009	$ 15,996,124	$ 16,559,267	$ 18,224,074	$ 19,731,725
Contributions as a percentage of covered-employee payroll	14%	14%	14%	14%	14%	14%	14%	14%	14%	14%

Schedules of Required Supplementary Information
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY
AND RELATED RATIOS
Last 10 Years*

	2018	2019	2020	2021	2022	2023	2024	2025
Total OPEB Liability								
Service cost	$ 81,277	$ 84,431	$ 84,431	$ 97,491	$ 98,191	$ 80,391	$ 80,391	$ 168,242
Interest	44,794	45,537	52,705	27,902	28,388	38,057	41,057	71,107
Difference between expected and actual experience	-	-	-	(47,742)	(166,329)	-	463,306	-
Change in assumptions	-	-	(210,425)	7,465	(151,024)	-	(106,693)	-
Benefit payments, including refunds of member contributions	(25,646)	(25,646)	(33,656)	(37,547)	(30,639)	(30,639)	(36,728)	(36,728)
Net change in total OPEB liability	100,425	104,322	(106,945)	47,569	(221,413)	87,809	441,333	202,621
Total OPEB liability - beginning	1,086,022	1,186,447	1,290,769	1,183,824	1,231,393	1,009,980	1,097,789	1,539,122
Total OPEB liability - ending	$ 1,186,447	$ 1,290,769	$ 1,183,824	$ 1,231,393	$ 1,009,980	$ 1,097,789	$ 1,539,122	$ 1,741,743
Covered employee payroll	$ 30,068,853	$ 30,068,853	$ 33,734,659	$ 33,734,659	$ 39,094,305	$ 39,094,305	$ 45,523,420	$ 43,056,049
Total OPEB liability as a percentage of covered employee payroll	3.95%	4.29%	3.51%	3.65%	2.58%	2.81%	3.38%	4.05%

Notes to Schedule:

* Only eight fiscal years are presented because 10-year data is not yet available.

Other Supplementary Information

City of Broken Arrow, Oklahoma
Balance Sheet
General Fund Accounts
June 30, 2025

	General Fund	Escrow Fund	Total General Fund
ASSETS			
Cash and cash equivalents	$ -	$ -	$ -
Investments	11,367,982	-	11,367,982
Taxes receivable, net	409,556	-	409,556
Due from other funds	16,157,172	548,753	16,705,925
Receivable from other governments	10,984,666	136,387	11,121,053
Accrued interest receivable	50,190	-	50,190
Leases receivable	7,157,693	-	7,157,693
Other receivables, net	2,633,601	-	2,633,601
Prepaid expenses	5,674	-	5,674
Total assets	48,766,534	685,140	49,451,674
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	681,569	29,517	711,086
Accrued payroll	1,013,265	-	1,013,265
Due to other funds	3,517,141	-	3,517,141
Due to other governments	37,069	136,158	173,227
Due to bondholders	-	54,676	54,676
Unearned revenue	-	278,897	278,897
Amounts held in escrow	383,930	185,892	569,822
Total liabilities	5,632,974	685,140	6,318,114
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows-leases	8,670,379	-	8,670,379
Unavailable revenue	1,049,983	-	1,049,983
Total deferred inflows of resources	9,720,362	-	9,720,362
Fund balances:			
Assigned	14,913,066	-	14,913,066
Unassigned	18,500,132	-	18,500,132
Total fund balances	33,413,198	-	33,413,198
Total liabilities, deferred inflows of resources and fund balances	$ 48,766,534	$ 685,140	$ 49,451,674

City of Broken Arrow, Oklahoma
Statement of Revenues, Expenditures and
Changes in Fund Balances
General Fund Accounts
For the year ended June 30, 2025

	General Fund	Escrow Fund	Total General Fund
REVENUES			
Sales and use taxes	$ 64,988,073	$ -	$ 64,988,073
Franchise and miscellaneous taxes	5,490,844	-	5,490,844
Intergovernmental	564,065	-	564,065
Charges for services	18,485,367	-	18,485,367
Fines and forfeitures	1,642,418	-	1,642,418
Licenses and permits	2,171,784	-	2,171,784
Rental income	869,005	-	869,005
Investment income	919,288	-	919,288
Miscellaneous	238,291	-	238,291
Total revenues	95,369,135	-	95,369,135
EXPENDITURES			
Current:			
General government	14,522,149	-	14,522,149
Public services	2,756,411	-	2,756,411
Parks and recreation	6,676,393	-	6,676,393
Debt Service:			
Principal	-	-	-
Capital Outlay	1,175	-	1,175
Total Expenditures	23,956,128	-	23,956,128
Excess (deficiency) of revenues over expenditures	71,413,007	-	71,413,007
OTHER FINANCING SOURCES (USES)			
Transfers in	22,194,850	-	22,194,850
Transfers out	(95,592,983)	-	(95,592,983)
Total other financing sources and uses	(73,398,133)	-	(73,398,133)
Net change in fund balances	(1,985,126)	-	(1,985,126)
Fund balances - beginning	35,398,325	-	35,398,325
Fund balances - ending	$ 33,413,198	$ -	$ 33,413,198

City of Broken Arrow, Oklahoma
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	SPECIAL REVENUE FUNDS							
	Excess Capacity Sewer Escrow	Stormwater Capital	Convention and Visitor's Bureau	Police Enhancement	Street and Alley	Housing and Urban Development	CARES Act Fund	District 3 TIF Apportionment Fund
ASSETS								
Cash and cash equivalents	$ -	$ -	$ 1,906,049	$ 377,329	$ 972,340	$ 269,436	$ 575,957	$ 242,749
Investments	-	-	-	-	-	-	-	-
Taxes receivable	-	-	-	-	-	-	-	-
Due from other funds	2,195,989	335,715	-	-	-	-	-	-
Receivable from other governments	-	-	-	-	196,682	-	-	-
Accrued interest receivable	-	-	-	-	-	-	-	-
Other receivables, net	-	-	104,380	-	-	-	-	-
Prepaid expense	-	-	-	-	-	-	-	-
Total assets	2,195,989	335,715	2,010,429	377,329	1,169,022	269,436	575,957	242,749
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES								
Liabilities:								
Accounts payable	-	-	63,382	9,376	3,258	735	-	-
Due to other funds	-	-	-	59,696	-	-	-	-
Amounts held in escrow	-	-	-	-	-	172	-	-
Total liabilities	-	-	63,382	69,072	3,258	907	-	-
DEFERRED INFLOWS OF RESOURCES								
Unavailable revenue	-	-	50,786	131,733	-	-	-	-
Total deferred inflows of resources	-	-	50,786	131,733	-	-	-	-
Fund balances:								
Restricted	-	-	1,896,261	176,524	1,165,764	268,529	575,957	242,749
Committed	2,195,989	335,715	-	-	-	-	-	-
Assigned	-	-	-	-	-	-	-	-
Total fund balances	2,195,989	335,715	1,896,261	176,524	1,165,764	268,529	575,957	242,749
Total liabilities, deferred inflows of resources and fund balances	$ 2,195,989	$ 335,715	$ 2,010,429	$ 377,329	$ 1,169,022	$ 269,436	$ 575,957	$ 242,749

(Continued)

City of Broken Arrow, Oklahoma
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	SPECIAL REVENUE FUNDS							
	E911	Crime Prevention	Alcohol Enforcement	Street Light	Admin Technology Fund	Creek TIF Apportionment Fund	Opioid Settlement Fund	PSO 1% Franchise Fee Fund
ASSETS								
Cash and cash equivalents	$ 2,647,079	$ 147,917	$ 96,410	$ -	$ 154,831	$ 73,895	$ 2,000,331	$ 2,670,075
Investments	-	-	-	-	-	-	-	-
Taxes receivable	-	-	-	-	-	-	-	87,076
Due from other funds	-	-	-	1,186,395	-	-	-	-
Receivable from other governments	-	-	-	-	-	-	-	-
Accrued interest receivable	-	-	-	-	-	-	-	-
Other receivables, net	143,871	-	-	92,799	-	-	3,253	-
Prepaid expense	-	-	-	-	-	-	-	-
Total assets	2,790,950	147,917	96,410	1,279,194	154,831	73,895	2,003,584	2,757,151
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES								
Liabilities:								
Accounts payable	1,421	845	-	37,005	10	11,225	-	-
Due to other funds	-	-	-	-	-	-	-	-
Amounts held in escrow	-	-	-	-	-	-	-	-
Total liabilities	1,421	845	-	37,005	10	11,225	-	-
DEFERRED INFLOWS OF RESOURCES								
Unavailable revenue	-	-	-	3,348	-	-	3,253	-
Total deferred inflows of resources	-	-	-	3,348	-	-	3,253	-
Fund balances:								
Restricted	2,789,529	147,072	96,410	-	154,821	62,670	2,000,331	2,757,151
Committed	-	-	-	1,238,841	-	-	-	-
Assigned	-	-	-	-	-	-	-	-
Total fund balances	2,789,529	147,072	96,410	1,238,841	154,821	62,670	2,000,331	2,757,151
Total liabilities, deferred inflows of resources and fund balances	$ 2,790,950	$ 147,917	$ 96,410	$ 1,279,194	$ 154,831	$ 73,895	$ 2,003,584	$ 2,757,151

(Continued)

City of Broken Arrow, Oklahoma
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2025

	CAPITAL PROJECT FUNDS								
	2014 General Obligation Bond Fund	Parks and Recreation	Cemetery Care	Street Sales Tax	1994 General Obligation Bond Fund	2008 General Obligation Bond Fund	2011 General Obligation Bond Fund	Vehicle Replacement Fund	Total Governmental Funds
ASSETS									
Cash and cash equivalents	$ 4,544,638	$ 597,934	$ 432,485	$ 7,211,754	$ 310	$ 33,251	$ 267,175	$ 1,250,000	$ 26,471,945
Investments	1,134,636	-	-	3,302,685	-	-	-	-	4,437,321
Taxes receivable	-	-	-	-	-	-	-	-	87,076
Due from other funds	-	895,914	-	-	-	-	-	-	4,614,013
Receivable from other governments	-	-	-	885,764	-	-	-	-	1,082,446
Accrued interest receivable	766	-	-	38,087	-	-	-	-	38,853
Other receivables, net	-	22,829	24,963	-	-	-	-	-	392,095
Prepaid expense	-	-	-	-	-	-	-	-	-
Total assets	5,680,040	1,516,677	457,448	11,438,290	310	33,251	267,175	1,250,000	37,123,749
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES									
Liabilities:									
Accounts payable	4,266	-	-	751,799	-	-	-	-	883,322
Due to other funds	-	-	-	-	-	-	-	-	59,696
Amounts held in escrow	-	-	-	-	-	-	-	-	172
Total liabilities	4,266	-	-	751,799	-	-	-	-	943,190
DEFERRED INFLOWS OF RESOURCES									
Unavailable revenue	-	10	21,512	38,087	-	-	-	-	248,729
Total deferred inflows of resources	-	10	21,512	38,087	-	-	-	-	248,729
Fund balances:									
Restricted	5,675,774	-	158,660	10,648,404	-	33,251	267,175	1,250,000	30,367,032
Committed	-	1,516,667	277,276	-	310	-	-	-	5,564,798
Assigned	-	-	-	-	-	-	-	-	-
Total fund balances	5,675,774	1,516,667	435,936	10,648,404	310	33,251	267,175	1,250,000	35,931,830
Total liabilities, deferred inflows of resources and fund balances	$ 5,680,040	$ 1,516,677	$ 457,448	$ 11,438,290	$ 310	$ 33,251	$ 267,175	$ 1,250,000	$ 37,123,749

City of Broken Arrow, Oklahoma
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the year ended June 30, 2025

	SPECIAL REVENUE FUNDS							
	Excess Capacity Sewer Escrow	Stormwater Capital	Convention and Visitor's Bureau	Police Enhancement	Street and Alley	Housing and Urban Development	CARES Act Fund	District 3 TIF Apportionment Fund
REVENUES								
Sales and use tax	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property tax - TIF	-	-	-	-	-	-	-	224,821
Franchise and miscellaneous taxes	-	-	867,680	-	-	-	-	-
Intergovernmental	-	-	-	52,834	1,063,502	483,746	49,543	-
Charges for services	-	21,050	-	-	-	-	-	-
Fees and fines	-	-	-	-	-	-	-	-
Investment earnings	10,148	3,604	16,066	484	9,304	-	4,205	877
Miscellaneous	141,511	-	-	-	-	-	-	-
Total revenues	151,659	24,654	883,746	53,318	1,072,806	483,746	53,748	225,698
EXPENDITURES								
Current:								
General government	-	-	415,027	-	-	-	-	-
Public safety	-	-	-	11,671	-	-	-	-
Public services	-	-	-	-	-	-	-	-
Capital outlay	-	204,538	36,867	112,584	16,010	201,236	-	-
Total expenditures	-	204,538	451,894	124,255	16,010	201,236	-	-
Excess (deficiency) of revenues over expenditures	151,659	(179,884)	431,852	(70,937)	1,056,796	282,510	53,748	225,698
OTHER FINANCING SOURCES (USES)								
Transfers in	-	-	-	-	-	-	-	17,051
Transfers out	-	-	(300,000)	-	(1,100,000)	-	-	-
Total other financing sources and uses	-	-	(300,000)	-	(1,100,000)	-	-	17,051
Net change in fund balances	151,659	(179,884)	131,852	(70,937)	(43,204)	282,510	53,748	242,749
	-							
Fund balances - beginning	2,044,330	515,599	1,764,409	247,461	1,208,967	(13,981)	522,209	-
Fund balances - ending	$ 2,195,989	$ 335,715	$ 1,896,261	$ 176,524	$ 1,165,764	$ 268,529	$ 575,957	$ 242,749

(Continued)

City of Broken Arrow, Oklahoma
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the year ended June 30, 2025

	SPECIAL REVENUE FUNDS							
	E911	Crime Prevention	Alcohol Enforcement	Street Light	Admin Technology Fund	Creek TIF Apportionment Fund	Opioid Settlement Fund	PSO 1% Franchise Fee Fund
REVENUES								
Sales and use tax	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property tax - TIF	-	-	-	-	-	37,840	-	-
Franchise and miscellaneous taxes	-	-	-	-	-	-	-	1,235,070
Intergovernmental	-	1,284	-	-	-	-	-	-
Charges for services	1,651,657	-	-	1,257,751	35,033	-	-	-
Fees and fines	-	-	2,600	-	-	-	-	-
Investment earnings	20,359	2,021	784	11,363	1,372	522	15,055	18,250
Miscellaneous	-	-	-	76	-	-	427,061	-
Total revenues	1,672,016	3,305	3,384	1,269,190	36,405	38,362	442,116	1,253,320
EXPENDITURES								
Current:								
General government	-	-	-	-	11,807	30,145	108,000	-
Public safety	-	43,116	1,947	-	-	-	-	-
Public services	-	-	-	622,014	-	-	-	-
Capital outlay	55,349	-	-	477,106	-	-	-	-
Total expenditures	55,349	43,116	1,947	1,099,120	11,807	30,145	108,000	-
Excess (deficiency) of revenues over expenditures	1,616,667	(39,811)	1,437	170,070	24,598	8,217	334,116	1,253,320
OTHER FINANCING SOURCES (USES)								
Transfers in	-	-	-	-	-	-	-	-
Transfers out	(1,000,000)	-	-	-	-	(17,051)	-	-
Total other financing sources and uses	(1,000,000)	-	-	-	-	(17,051)	-	-
Net change in fund balances	616,667	(39,811)	1,437	170,070	24,598	(8,834)	334,116	1,253,320
Fund balances - beginning	2,172,862	186,883	94,973	1,068,771	130,223	71,504	1,666,215	1,503,831
Fund balances - ending	$ 2,789,529	$ 147,072	$ 96,410	$ 1,238,841	$ 154,821	$ 62,670	$ 2,000,331	$ 2,757,151

(Continued)

City of Broken Arrow, Oklahoma
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the year ended June 30, 2025

	CAPITAL PROJECT FUNDS								
	2014 General Obligation Bond Fund	Parks and Recreation	Cemetery Care	Street Sales Tax	1994 General Obligation Bond Issue	2008 General Obligation Bond Fund	2011 General Obligation Bond Fund	Vehicle Replacement Fund	Total-Other Governmental Funds
REVENUES									
Sales and use tax	$ -	$ -	$ -	$ 5,159,997	$ -	$ -	$ -	$ -	$ 5,159,997
Property tax - TIF	-	-	-	-	-	-	-	-	262,661
Franchise and miscellaneous taxes	-	-	-	-	-	-	-	-	2,102,750
Intergovernmental	-	-	-	-	-	-	-	-	1,650,909
Charges for services	-	295,754	47,876	-	-	-	-	-	3,309,121
Fees and fines	-	-	-	-	-	-	-	-	2,600
Investment earnings	90,056	11,620	3,408	208,066	2	290	1,736	-	429,592
Miscellaneous	-	46,245	-	-	-	-	-	-	614,893
Total revenues	90,056	353,619	51,284	5,368,063	2	290	1,736	-	13,532,523
EXPENDITURES									
Current:									
General government	-	-	-	-	-	-	-	-	564,979
Public safety	-	-	-	-	-	-	-	-	56,734
Public services	-	-	-	-	-	-	-	-	622,014
Capital outlay	292,413	8,161	72,784	4,236,655	-	-	-	-	5,713,703
Total expenditures	292,413	8,161	72,784	4,236,655	-	-	-		6,957,430
Excess (deficiency) of revenues over expenditures	(202,357)	345,458	(21,500)	1,131,408	2	290	1,736	-	6,575,093
OTHER FINANCING SOURCES (USES)									
Transfers in	-	-	-	-	-	-	-	1,250,000	1,267,051
Transfers out	-	-	(1,664)	-	-	-	-	-	(2,418,715)
Total other financing sources and uses	-	-	(1,664)	-	-	-	-	1,250,000	(1,151,664)
Net change in fund balances	(202,357)	345,458	(23,164)	1,131,408	2	290	1,736	1,250,000	5,423,429
Fund balances - beginning	5,878,131	1,171,209	459,100	9,516,994	308	32,961	265,439	-	30,508,398
Fund balances - ending	$ 5,675,774	$ 1,516,667	$ 435,936	$ 10,648,404	$ 310	$ 33,251	$ 267,175	$ 1,250,000	$ 35,931,830

City of Broken Arrow, Oklahoma
Combining Schedule of Net Position
Broken Arrow Municipal Authority Accounts
June 30, 2025

	Municipal Authority	BAMA Sales Tax Account	Sanitary Capital Account	Total
ASSETS				
Current assets:				
Cash and cash equivalents	$ -	$ -	$ -	$ -
Restricted cash and cash equivalents	1,286,062	54,989,401	-	56,275,463
Accounts receivable, net	9,556,024	-	-	9,556,024
Due from other funds	3,964,226	13,718,142	1,347,738	19,030,106
Due from other governments	44,066	19,229,137	-	19,273,203
Inventories	1,515,735	-	-	1,515,735
Prepaid assets	20,500	-	-	20,500
Total current assets	16,386,613	87,936,680	1,347,738	105,671,031
Non-current assets:				
Restricted cash and cash equivalents	3,693,962	857,666	-	4,551,628
Investment in joint venture	37,708,825	-	-	37,708,825
Capital Assets:				
Land and other nondepreciable assets	70,003,055	-	-	70,003,055
Other capital assets, net of accumulated depreciation	208,814,257	-	-	208,814,257
Total non-current assets	320,220,099	857,666	-	321,077,765
Total assets	336,606,712	88,794,346	1,347,738	426,748,796
DEFERRED OUTFLOWS OF RESOURCES				
Deferred charge on refunding	-	24,105	-	24,105
Deferred amounts related to OPEB	126,741	-	-	126,741
Total deferred outflows of resources	126,741	24,105	-	150,846
LIABILITIES				
Current liabilities:				
Accounts payable	8,966,698	500	-	8,967,198
Accrued payroll payable	1,205,193	-	-	1,205,193
Accrued interest payable	-	2,257,160	-	2,257,160
Due to other funds	40,579,720	-	-	40,579,720
Other accrued expenses	231,079	-	-	231,079
Amounts held in escrow	156,659	-	-	156,659
Compensated absences	763,623	-	-	763,623
Meter deposit liability	261,124	-	-	261,124
Bonds, notes and loans payable, net	1,317,533	7,652,908	-	8,970,441
Capital lease obligation	-	-	-	-
Total current liabilities	53,481,629	9,910,568	-	63,392,197
Non-current liabilities:				
Compensated absences	254,541	-	-	254,541
Meter deposit liability	1,196,962	-	-	1,196,962
Bonds, notes and loans payable, net	3,322,801	195,830,992	-	199,153,793
Total OPEB liability	503,906	-	-	503,906
Total non-current liabilities	5,278,210	195,830,992	-	201,109,202
Total liabilities	58,759,839	205,741,560	-	264,501,399
DEFERRED INFLOW OF RESOURCES				
Deferred amounts related to OPEB	112,954	-	-	112,954
Total deferred inflow of resources	112,954	-	-	112,954
NET POSITION				
Net Investment in capital assets	274,176,978	(203,483,900)	-	70,693,078
Restricted for debt service	-	20,386,023	-	20,386,023
Unrestricted	3,683,682	66,174,768	1,347,738	71,206,188
Total net position	$ 277,860,660	$ (116,923,109)	$ 1,347,738	$ 162,285,289

City of Broken Arrow, Oklahoma
Combining Schedule of Revenues, Expenses and Changes in Fund Net Position
Broken Arrow Municipal Authority Accounts
For the Year Ended June 30, 2025

	Municipal Authority	BAMA Sales Tax Account	Sanitary Capital Account	Total
REVENUES				
Water charges	$ 32,230,911	$ -	$ -	$ 32,230,911
Sewer charges	19,890,518	-	-	19,890,518
Sanitation charges	10,899,755	-	-	10,899,755
Stormwater fees	9,393,454	-	-	9,393,454
Fees and fines	1,238,689	-	-	1,238,689
Miscellaneous	217,827	-	-	217,827
Total operating revenues	73,871,154	-	-	73,871,154
OPERATING EXPENSES				
General government	1,557,897	-	-	1,557,897
Finance and administration	2,262,347	-	-	2,262,347
Engineering and construction	4,201,602	-	-	4,201,602
Water distribution	15,179,832	-	-	15,179,832
Sanitary sewer system	9,022,795	-	-	9,022,795
Sanitation services	8,799,359	-	-	8,799,359
Support services	4,631,810	-	-	4,631,810
Stormwater	4,714,392	-	-	4,714,392
Geographic Information System	830,460	-	-	830,460
Golf	-	-	-	-
Bond issuance costs	72,280	-	-	72,280
Depreciation	14,523,745	-	-	14,523,745
Total Operating Expenses	65,796,519	-	-	65,796,519
Operating income	8,074,635	-	-	8,074,635
NON-OPERATING REVENUES (EXPENSES)				
Interest and investment revenue	130,671	1,416,703	11,764	1,559,138
Loss from joint venture	(233,499)	-	-	(233,499)
Gain (loss) on disposal of capital assets	(314,521)	127,017	-	(187,504)
Operating grant	635,544	-	-	635,544
Interest expense and fiscal charges	-	(7,031,124)	-	(7,031,124)
Total non-operating revenue (expenses)	218,195	(5,487,404)	11,764	(5,257,445)
Income (loss) before contributions and transfers	8,292,830	(5,487,404)	11,764	2,817,190
Capital contributions	6,898,819	-	-	6,898,819
Transfers in	20,639,850	-	-	20,639,850
Transfers out	(22,489,850)	-	-	(22,489,850)
Change in net position	13,341,649	(5,487,404)	11,764	7,866,009
Total net position - beginning as previously reported	264,519,011	(117,462,008)	1,335,974	148,392,977
Restatements (See Note 3)	-	6,026,303	-	6,026,303
Total net position - beginning as restated	264,519,011	(111,435,705)	1,335,974	154,419,280
Total net position - ending	$ 277,860,660	$ (116,923,109)	$ 1,347,738	$ 162,285,289

City of Broken Arrow, Oklahoma
Combining Schedule of Cash Flows
Broken Arrow Municipal Authority Accounts
For the Year Ended June 30, 2025

	Municipal Authority	BAMA Sales Tax Account	Sanitary Capital Account	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	$ 75,142,388	$ -	$ -	$ 75,142,388
Payments to suppliers	(23,126,167)	(500)	-	(23,126,667)
Payments to employees	(25,021,506)	-	-	(25,021,506)
Receipts of customer meter deposits	718,168	-	-	718,168
Payment of customer meter deposits	(215,889)	-	-	(215,889)
Interfund payments & receipts	23,162,049	(13,718,142)	(1,347,738)	8,096,169
Net cash provided by operating activities	50,659,043	(13,718,642)	(1,347,738)	35,592,663
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers from other funds	20,639,850	-	-	20,639,850
Amortization			-	-
Transfer to other funds	(22,489,850)	-	-	(22,489,850)
Net cash used in noncapital financing activities	(1,850,000)	-	-	(1,850,000)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Purchase of capital assets	(37,135,725)	-	-	(37,135,725)
Proceeds from issuance of debt	3,264,000	33,679,541	-	36,943,541
Proceeds from sale of capital assets	219,077	-	-	219,077
Principal paid on capital debt	(550,533)	(6,634,641)	-	(7,185,174)
Interest paid on capital debt	-	(4,304,250)	-	(4,304,250)
Net cash provided by (used in) capital and related financing activities	(34,203,181)	22,740,650	-	(11,462,531)
CASH FLOWS FROM INVESTING ACTIVITIES				
Decrease in investment in joint venture	233,499	-	-	233,499
Interest and dividends	130,671	1,191,784	11,764	1,334,219
Net cash provided by investing activities	364,170	1,191,784	11,764	1,567,718
Net decrease in cash and cash equivalents	14,970,032	10,213,792	(1,335,974)	23,847,850
Balances-beginning of year	(9,990,008)	45,633,275	1,335,974	36,979,241
Balances-end of year	$ 4,980,024	$ 55,847,067	$ -	$ 60,827,091
Reconciliation to Combining Statement of Net Position:				
Cash and cash equivalents	$ -	$ -	$ -	$ -
Restricted cash and cash equivalents-current	1,286,062	54,989,401	-	56,275,463
Restricted cash and cash equivalents-noncurrent	3,693,962	857,666	-	4,551,628
Total cash and cash equivalents, end of year	4,980,024	55,847,067	-	60,827,091
Reconciliation of Operating Income to Net Cash Provided by (Used in) Operating Activities:				
Operating income (loss)	$ 8,074,635	$ -	$ -	$ 8,074,635
Adjustments to reconcile operating income to net cash provided by operating activities:				
Depreciation expense	14,523,745	-	-	14,523,745
Operating grants and contributions	635,544	-	-	635,544
Miscellaneous non-operating revenue (expense)	136,518	-	-	136,518
Change in assets, liabilities and deferrals:				
Receivables, net	641,020	-	-	641,020
Due from other funds	83,527	(13,718,142)	(1,347,738)	(14,982,353)
Due from other governments	(5,330)	-	-	(5,330)
Other receivable	-	-	-	-
Inventories	142,202	-	-	142,202
Prepaid assets	-	-	-	-
Deferred amounts related to OPEB	(10,578)	-	-	(10,578)
Accounts payables	2,572,693	(500)	-	2,572,193
Retainage payable	-	-	-	-
Accrued payroll	139,435	-	-	139,435
Due to other funds	23,078,522	-	-	23,078,522
Other payables	-	-	-	-
Amounts held in escrow	-	-	-	-
Accrued compensated absences	76,057	-	-	76,057
Customer meter deposits payable	502,279	-	-	502,279
Claims and judgments	-	-	-	-
Total OPEB liability	68,774	-	-	68,774
Net cash provided by operating activities	$ 50,659,043	$ (13,718,642)	$ (1,347,738)	35,592,663
Non-cash Activities:				
Capital assets contributed	$ 6,898,819	$ -	$ -	$ 6,898,819
Forgiveness of debt	-	-	-	-
Capital assets transferred to other funds				-
Total Non-cash Activities	$ 6,898,819	$ -	$ -	$ 6,898,819

City of Broken Arrow, Oklahoma
Combining Statement of Net Position
Internal Service Funds
June 30, 2025

	Worker's Compensation	Group Health & Life	Total
ASSETS			
Current assets:			
Cash and cash equivalents	$ 1,907,690	$ 1,153,456	$ 3,061,146
Other receivables	31,890	511,298	543,188
Total current assets	1,939,580	1,664,754	3,604,334
Total assets	1,939,580	1,664,754	3,604,334
DEFERRED OUTFLOWS OF RESOURCES			
Deferred amounts related to pensions	-	-	-
LIABILITIES			
Current Liabilities:			
Accounts payable	-	123,597	123,597
Claims liability	1,246,000	-	1,246,000
Total current liabilities	1,246,000	123,597	1,369,597
Non-current liabilities:			
Claims liability	1,008,000	1,261,000	2,269,000
Total non-current liabilities	1,008,000	1,261,000	2,269,000
Total liabilities	2,254,000	1,384,597	3,638,597
NET POSITION			
Unrestricted (deficit)	(314,420)	280,157	(34,263)
Total Net Position	$ (314,420)	$ 280,157	$ (34,263)

City of Broken Arrow, Oklahoma
Combining Statement of Revenues, Expenses and Changes in Fund Net Position
Internal Service Funds
For the Year Ended June 30, 2025

	Worker's Compensation	Group Health & Life	Total
OPERATING REVENUES			
Self insurance charges	$ 1,415,000	$ 13,979,146	$ 15,394,146
Total operating revenues	1,415,000	13,979,146	15,394,146
OPERATING EXPENSES			
Claims expense	1,413,520	15,123,241	16,536,761
Total operating expenses	1,413,520	15,123,241	16,536,761
Operating income (loss)	1,480	(1,144,095)	(1,142,615)
NON-OPERATING REVENUES (EXPENSES)			
Interest and investment revenue	17,081	8,151	25,232
Miscellaneous revenue	50,805	-	50,805
Total non-operating revenue	67,886	8,151	76,037
Income (loss) before contributions and transfers	69,366	(1,135,944)	(1,066,578)
Transfers out	-	-	-
Change in net position	69,366	(1,135,944)	(1,066,578)
Total net position - beginning	(383,786)	1,416,101	1,032,315
Total net position - ending	$ (314,420)	$ 280,157	$ (34,263)

City of Broken Arrow, Oklahoma
Combining Statement of Cash Flows
Internal Service Funds
For the Year Ended June 30, 2025

	Worker's Compensation	Group Health & Life	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers	$ 1,458,602	$ 13,878,920	$ 15,337,522
Claims paid	(1,587,520)	(14,750,692)	(16,338,212)
Net cash used in operating activities	(128,918)	(871,772)	(1,000,690)
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest and dividends	17,081	8,151	25,232
Net cash provided by investing activities	17,081	8,151	25,232
Net decrease in cash and cash equivalents	(111,837)	(863,621)	(975,458)
Balances-beginning of year	2,019,527	2,017,077	4,036,604
Balances-end of year	$ 1,907,690	$ 1,153,456	$ 3,061,146
Reconciliation to Combining Statement of Net Position:			
Cash, including time deposits	$ 1,907,690	$ 1,153,456	$ 3,061,146
Total cash and cash equivalents, end of year	$ 1,907,690	$ 1,153,456	$ 3,061,146
Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used In) Operating Activities:			
Operating income (loss)	$ 1,480	$ (1,144,095)	$ (1,142,615)
Adjustments to reconcile operating income to net cash provided by (used in) operating activities:			
Miscellaneous non-operating revenue	50,805	-	50,805
Change in assets and liabilities:			
Other receivable	(7,203)	(100,226)	(107,429)
Accounts and other payables	-	98,549	98,549
Claims liability	(174,000)	274,000	100,000
Net cash used in operating activities	$ (128,918)	$ (871,772)	$ (1,000,690)

City of Broken Arrow

Request for Action

File #: 26-87, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

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 #: 26-355, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Consideration, discussion, and possible action for approval of and authorization to award to the lowest responsible bidder, Builder's Unlimited, Inc., authorization to execute a construction contract for the Kenosha Sidewalk Project (ST23290) and approve and authorize a project transfer from ST26080 to ST23290

Background:
The sidewalk along Kenosha Street is incomplete from approximately Sycamore Avenue and Narcissus Avenue on both the north and south sides of Kenosha. The Engineering and Construction Department selected Garver Engineering to design a project that will complete the pedestrian path on both the north and south sides of the roadway.

The project was advertised February 3 and February 10, 2026. Bids were opened March 10, 2026 with four bids received, all of which were responsive. A certified bid tabulation is attached. The bids submitted were composed of forty-two (42) pay items to form the total base bid. The lowest responsible bidder was Builder's Unlimited, Inc. with a total bid of $324,239.76. The total engineer's estimate for this project was $382,184.00.

The project will be funded by the 2018 GO Bond Proposition 1 and a transfer from the Street Sales Tax Fund "To be Determined" project, ST26080.

Cost: $324,239.76

Funding Source: 2018 GO Bond Fund and Street Sales Tax Fund

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

Approved By: City Manager's Office

Attachments: Certified bid tabulation; Intradepartmental Budget Transfer

Recommendation:
Approve and authorize award to the lowest responsible bidder, Builder's Unlimited, Inc. and authorize execution of a construction contract for the Kenosha Sidewalk Project (ST23290) and approve and authorize a project transfer from ST26080 to ST23290.

BID TABULATION

Kenosha Street Sidewalk

PROJECT NO. ST23290, BID NO. 26.138, QUESTCDN NO. 10042034

BID OPENING 03/10/2026 02:00 PM

					Engineer Estimate		Builders Unlimited, Inc		Grade Line Construction, LLC		Cherokee Pride Construction Inc		TimberWolf Excavating, LLC	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	104	Railroad Flagging	DAY	20	$ 1,850.00	$ 37,000.00	$ 1,883.10	$ 37,662.00	$ 500.00	$ 10,000.00	$ 1,200.00	$ 24,000.00	$ 5,000.00	$ 100,000.00
2	201(A)	Clearing and Grubbing	Acre	1	$ 35,000.00	$ 35,000.00	$ 6,500.00	$ 6,500.00	$ 8,500.00	$ 8,500.00	$ 5,000.00	$ 5,000.00	$ 25,000.00	$ 25,000.00
3	202(A)	Unclassified Excavation	CY	53	$ 35.00	$ 1,855.00	$ 32.50	$ 1,722.50	$ 45.00	$ 2,385.00	$ 50.00	$ 2,650.00	$ 185.00	$ 9,805.00
4	202(D)	Unclassified Borrow	CY	79	$ 30.00	$ 2,370.00	$ 78.00	$ 6,162.00	$ 50.00	$ 3,950.00	$ 100.00	$ 7,900.00	$ 150.00	$ 11,850.00
5	220	SWPP Documentation and Management	LSUM	1	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00	$ 1,950.00	$ 1,950.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00
6	221(E)	Temporary Silt Dike	EA	4	$ 50.00	$ 200.00	$ 172.35	$ 689.40	$ 250.00	$ 1,000.00	$ 500.00	$ 2,000.00	$ 1,000.00	$ 4,000.00
7	230(A)	Solid Slab Sodding (Like Kind)	SY	1876	$ 7.00	$ 13,132.00	$ 4.10	$ 7,691.60	$ 4.65	$ 8,723.40	$ 6.00	$ 11,256.00	$ 12.00	$ 22,512.00
8	303(A)	Aggregate Base Type A	CY	28	$ 75.00	$ 2,100.00	$ 78.00	$ 2,184.00	$ 150.00	$ 4,200.00	$ 80.00	$ 2,240.00	$ 120.00	$ 3,360.00
9	402	(PL) Traffic Bound Surface Course	CY	5	$ 175.00	$ 875.00	$ 123.50	$ 617.50	$ 150.00	$ 750.00	$ 75.00	$ 375.00	$ 500.00	$ 2,500.00
10	411(I)	Superpave, Type S4 (Patch) (PG 64-22 OK)	TON	5	$ 150.00	$ 750.00	$ 390.00	$ 1,950.00	$ 300.00	$ 1,500.00	$ 500.00	$ 2,500.00	$ 500.00	$ 2,500.00
11	609(B)	Combined Curb & Gutter (6" Mountable)	LF	47	$ 40.00	$ 1,880.00	$ 39.56	$ 1,859.32	$ 50.00	$ 2,350.00	$ 40.00	$ 1,880.00	$ 85.00	$ 3,995.00
12	610(A)	4" Concrete Sidewalk	SY	1965	$ 75.00	$ 147,375.00	$ 73.09	$ 143,621.85	$ 85.25	$ 167,516.25	$ 100.00	$ 196,500.00	$ 95.00	$ 186,675.00
13	610(A)	4" Decorative Concrete Sidewalk	SY	52	$ 150.00	$ 7,800.00	$ 86.49	$ 4,497.48	$ 200.00	$ 10,400.00	$ 250.00	$ 13,000.00	$ 200.00	$ 10,400.00
14	610(B)	6" Concrete Driveway	SY	159	$ 125.00	$ 19,875.00	$ 86.49	$ 13,751.91	$ 115.00	$ 18,285.00	$ 120.00	$ 19,080.00	$ 150.00	$ 23,850.00
15	610(I)	Tactile Warning Device - New	SF	110	$ 35.00	$ 3,850.00	$ 43.63	$ 4,799.30	$ 40.00	$ 4,400.00	$ 40.00	$ 4,400.00	$ 50.00	$ 5,500.00
16	610(I)	Tactile Warning Device - Retrofit	SF	10	$ 45.00	$ 450.00	$ 52.00	$ 520.00	$ 85.00	$ 850.00	$ 40.00	$ 400.00	$ 200.00	$ 2,000.00
17	612(E)	Valve Boxes Adjust to Grade	EA	1	$ 400.00	$ 400.00	$ 650.00	$ 650.00	$ 650.00	$ 650.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00
18	612(F)	Meter Boxes Adjust to Grade	EA	1	$ 350.00	$ 350.00	$ 975.00	$ 975.00	$ 650.00	$ 650.00	$ 1,000.00	$ 1,000.00	$ 1,200.00	$ 1,200.00
19	613(D)	18" Corr. Aluminum Pipe	LF	12	$ 65.00	$ 780.00	$ 117.00	$ 1,404.00	$ 100.00	$ 1,200.00	$ 100.00	$ 1,200.00	$ 500.00	$ 6,000.00
20	613(D)	42"X29" Corr. Aluminum Pipe Arch	LF	16	$ 250.00	$ 4,000.00	$ 273.00	$ 4,368.00	$ 165.00	$ 2,640.00	$ 200.00	$ 3,200.00	$ 800.00	$ 12,800.00
21	613(L)	18" Prefab. Culvert End Sec., Round	EA	1	$ 1,500.00	$ 1,500.00	$ 1,625.00	$ 1,625.00	$ 600.00	$ 600.00	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00
22	613(L)	42"X29" Prefab. Culvert End Sec., Arch	EA	1	$ 3,000.00	$ 3,000.00	$ 3,250.00	$ 3,250.00	$ 1,350.00	$ 1,350.00	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00
23	619(A)	Removal of Structures and Obstructions	LSum	1	$ 5,000.00	$ 5,000.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 10,000.00	$ 10,000.00	$ 35,000.00	$ 35,000.00
24	619(A)	Removal of Asphalt Driveway	SY	16	$ 20.00	$ 320.00	$ 32.50	$ 520.00	$ 30.00	$ 480.00	$ 50.00	$ 800.00	$ 35.00	$ 560.00
25	619(A)	Removal of Concrete Driveway	SY	137	$ 20.00	$ 2,740.00	$ 41.60	$ 5,699.20	$ 30.00	$ 4,110.00	$ 50.00	$ 6,850.00	$ 45.00	$ 6,165.00
26	619(A)	Removal of Fence	LF	93	$ 10.00	$ 930.00	$ 13.00	$ 1,209.00	$ 10.00	$ 930.00	$ 50.00	$ 4,650.00	$ 35.00	$ 3,255.00
27	619(A)	Removal of Curb and Gutter	LF	79	$ 10.00	$ 790.00	$ 26.00	$ 2,054.00	$ 20.00	$ 1,580.00	$ 50.00	$ 3,950.00	$ 25.00	$ 1,975.00
28	619(A)	Removal of Sidewalk	SY	18	$ 10.00	$ 180.00	$ 29.90	$ 538.20	$ 30.00	$ 540.00	$ 100.00	$ 1,800.00	$ 35.00	$ 630.00
29	624(E)	Fence-Style CLF (4' High, Class A)	LF	69	$ 15.00	$ 1,035.00	$ 97.50	$ 6,727.50	$ 45.00	$ 3,105.00	$ 200.00	$ 13,800.00	$ 85.00	$ 5,865.00
30	641	Mobilization	LS	1	$ 25,000.00	$ 25,000.00	$ 7,150.00	$ 7,150.00	$ 36,000.00	$ 36,000.00	$ 125,000.00	$ 125,000.00	$ 35,000.00	$ 35,000.00
31	642	Construction Staking	LSUM	1	$ 15,000.00	$ 15,000.00	$ 9,300.00	$ 9,300.00	$ 9,500.00	$ 9,500.00	$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 25,000.00
32	850(A)	Sheet Aluminum Signs	SF	101	$ 30.00	$ 3,030.00	$ 29.90	$ 3,019.90	$ 35.00	$ 3,535.00	$ 30.00	$ 3,030.00	$ 35.00	$ 3,535.00
33	850(D)	Special Signs	LF	4	$ 125.00	$ 500.00	$ 390.00	$ 1,560.00	$ 308.00	$ 1,232.00	$ 80.00	$ 320.00	$ 400.00	$ 1,600.00
34	851(C)	1 1/2" Square Tube Post	LF	4	$ 18.00	$ 72.00	$ 10.40	$ 41.60	$ 9.75	$ 39.00	$ 30.00	$ 120.00	$ 12.00	$ 48.00
35	851(C)	1 3/4" Square Tube Post	LF	125	$ 20.00	$ 2,500.00	$ 15.60	$ 1,950.00	$ 11.00	$ 1,375.00	$ 30.00	$ 3,750.00	$ 18.00	$ 2,250.00
36	851(C)	2" Square Tube Post	LF	33	$ 25.00	$ 825.00	$ 19.50	$ 643.50	$ 12.00	$ 396.00	$ 30.00	$ 990.00	$ 22.00	$ 726.00
37	856(A)	(SP) Traffic Stripe(Plural-Component)(24" Wide)	LF	32	$ 10.00	$ 320.00	$ 45.50	$ 1,456.00	$ 80.00	$ 2,560.00	$ 75.00	$ 2,400.00	$ 45.00	$ 1,440.00
38	880(J)	Construction Traffic Control	LS	1	$ 10,000.00	$ 10,000.00	$ 13,500.00	$ 13,500.00	$ 15,000.00	$ 15,000.00	$ 20,000.00	$ 20,000.00	$ 18,000.00	$ 18,000.00
39	882(A)	Portable Changeable Message Sign	DAY	28	$ 50.00	$ 1,400.00	$ 110.50	$ 3,094.00	$ 30.00	$ 840.00	$ 100.00	$ 2,800.00	$ 200.00	$ 5,600.00
40	Special	Project Sign	EA	2	$ 1,500.00	$ 3,000.00	$ 595.00	$ 1,190.00	$ 850.00	$ 1,700.00	$ 1,000.00	$ 2,000.00	$ 800.00	$ 1,600.00
41	Special	Coordination With Railroad	EA	2	$ 5,000.00	$ 10,000.00	$ 668.00	$ 1,336.00	$ 1,250.00	$ 2,500.00	$ 5,000.00	$ 10,000.00	$ 15,000.00	$ 30,000.00
42	Special	Insurance for Work in Railroad Right-of-Way	LSUM	1	$ 10,000.00	$ 10,000.00	$ 6,750.00	$ 6,750.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 15,000.00	$ 15,000.00
						$ 382,184.00		$ 324,239.76		$ 350,771.65		$ 546,341.00		$ 643,196.00

I certify that this is a true and correct Tabulation of Bids received at 1:45pm on March 10, 2026. This document does not imply that the contract will be awarded to any particular bidder. The City reserves the right to accept or reject any and all bids.

Jake Ketner
Transportation Project Manager

CITY OF BROKEN ARROW
INTRADEPARTMENTAL BUDGET TRANSFER

FISCAL YEAR 2026

	ACCOUNT	DESCRIPTION	PROJECT #		AMOUNT*
FROM	343-5300-570150	TBD - Fund 343	ST26080	$	25,000
	593-5300-570150	2018 Bond Sidewalk Improv	ST1935	$	300,000
		TOTAL		$	325,000
TO	343-5300-570150	Kenosha St Sidewalk	ST23290	$	25,000
	593-5300-570150	Kenosha St Sidewalk	ST23290	$	300,000
		TOTAL		$	325,000

*PLEASE ROUND TO THE NEAREST DOLLAR

PURPOSE Moving funds from TBD project and 2018 Bond Sidewalk fund for the construction of ST23290

APPROVED BY _____
DEPARTMENT DIRECTOR

APPROVED BY _____
FINANCE

APRROVED BY _____
CITY MANAGER (OR DESIGNEE)

City of Broken Arrow

Request for Action

File #: 26-424, **Version:** 1

Broken Arrow City Council
Meeting of: 03/24/2026

Title:
Consideration, discussion, and possible approval of and authorization to execute and publish a Notice of Availability of Annual Audit for Fiscal Year 2024-2025

Background:
Oklahoma State Statutes require publication of a Notice of Availability of the Annual Audit for public inspection. This is to be accomplished following receipt of the audit. The attached Notice fulfills this requirement. Staff recommends that the City Council approve the Notice of Availability of the Annual Audit for Fiscal Year 2024-2025

Cost: $0

Funding Source: N/A

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Notice of Availability of Annual Audit for Fiscal year 2024-2025

Recommendation:
Approve the Notice of Availability of Annual Audit for Fiscal Year 2024-2025, and authorize execution and its publication

NOTICE OF AVAILABILITY OF ANNUAL AUDIT
FOR FISCAL YEAR 2024-2025

On the 24th day of March 2026, the Broken Arrow City Council accepted the City of Broken Arrow's annual audit. This audit of the City's financial status, which was prepared by Arledge & Associates, P.C., is available for public inspection in the office of the Broken Arrow City Clerk and in the main reception area of City Hall. Both areas are located in City Hall, 220 South First Street, Broken Arrow, Oklahoma 74012.

_____
Curtis Green
City Clerk

City of Broken Arrow

Request for Action

File #: 26-436, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:

Consideration, discussion, and possible approval PUD-002644-2026 (Planned Unit Development), Elysian Fields III, a major amendment to PUD-306, 53.55 acres, AG (Agricultural) to RS-P (Single Family Residential - Preservation) & PUD-306 via BAZ-2050, located at the southeast corner of Tucson Street (121st Street) and Garnett Road (113th E. Avenue)

Background:
PUD-002644-2026 (Planned Unit Development) is a request for a major amendment to PUD-306 on approximately 53.55 acres generally located at the southeast corner of Tucson Street (121st Street) and Garnett Road (113th E. Avenue). The property is partially developed as a single-family residential subdivision.

PUD-306 and BAZ-2050 were approved by City Council on June 2, 2020. With this major amendment, the applicant originally requested three primary changes to PUD-306:

1. Increase the maximum number of dwelling units allowed from 182 to 186.

2. Allow for the potential development of a 2.05-acre commercial area at the hard corner of Tucson Street and Garnett Road. This amendment would only acknowledge the intent to develop the corner as commercial property; any Comprehensive Plan changes, rezonings, or other applications to allow for commercial zoning would be made at a future date.

3. Require arterial sidewalks only along Tucson Street adjacent to Reserves F & G. Internal sidewalks will be provided as required, and arterial sidewalks along the potential future commercial tract will be required when developed. In addition to this PUD amendment, a sidewalk waiver will be required to modify the Land Subdivision Code.

During the Planning Commission meeting held February 26, 2026, one resident spoke in opposition to this item and planning staff read four (4) emails of opposition into the record. The citizen that spoke in opposition opposed increasing the density from 182 homes to 186 homes. The submitted emails opposed the potential for future commercial development. Planning Commission voted (3-2) to approve the increase in maximum dwelling units, deny the acknowledgement of future commercial development at the hard corner, and allow escrow for the sidewalks along Garnett Road and Tucson Street. An updated PUD document has been submitted by the applicant which removes the request for the commercial area and simplifies the language regarding sidewalks.

Cost: $0

Funding Source: N/A

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Click here to enter text.Published Planning Commission Staff Report
Case map
Aerial map
Updated PUD Design Statement
Exhibit

Recommendation:
Approve PUD-002644-2026 as modified by Planning Commission recommendation.

City of Broken Arrow

Request for Action

File #: 26-326, **Version:** 1

Broken Arrow Planning Commission
02-26-2026

To:	**Chair and Commission Members**
From:	**Community Development Department**
Title:	
	Public hearing, consideration, and possible action regarding PUD-002644-2026 (Planned Unit Development) Elysian Fields III, a major amendment to PUD-306, 53.55 acres, AG (Agricultural) to RS-P (Single Family Residential - Preservation) & PUD-306 via BAZ-2050, generally located at the southeast corner of Tucson Street (121st Street) and Garnett Road (113th E. Avenue)
Background:	
Applicant:	Jack Taber, Tulsa Engineering & Planning
Owner:	Brian Beam, BC Land Holding Co. LLC
Developer:	Capital Homes Residential Group, LLC
Engineer:	Russ Fischer, Tulsa Engineering & Planning
Location:	Southeast corner of Tucson Street (121st Street) and Garnett Road (113th E. Avenue)
Size of Tract	53.55 acres
Present Zoning:	AG to RS-P & PUD-306 via BAZ-2050
Proposed Zoning:	RS-P & PUD-002644-2026
Comp Plan:	Level 2 (Urban Residential) & Greenway/Floodplain

PUD-002644-2026 is a request for a major amendment to PUD-306 and is located at the southeast corner of Tucson Street (121st Street) and Garnett Road (113th E. Avenue). On June 2, 2020 City Council approved BAZ-2050, a request to rezone 53.55 acres from AG (Agricultural) to RS-P (Residential Single Family - Preservation) and PUD (Planned Unit Development) 306.

PUD-002644-2026 proposes three primary changes to PUD-306:

1. Increase the maximum number of dwelling units allowed. Currently the maximum number of units allowed is 182, and the applicant is requesting an increase to 186 allowed units.
2. Allow for the potential development of a 2.05-acre commercial area at the hard corner of Tucson Street and Garnett. This amendment only modifies the development area of the PUD, and any further Comprehensive Plan changes, rezonings, or other applications for commercial zoning would be made at a further date.
3. Require arterial sidewalks only along Tucson Street adjacent to Reserves F & G. Internal sidewalks will be provided as required, and arterial sidewalks along the potential future commercial tract will be required when developed. In addition to the PUD amendment, a sidewalk waiver will be required to modify the Land Subdivision Code.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following zoning designation, land use, and Comprehensive Plan future development guide levels:

Direction	Comprehensive Plan	Zoning	Land Use
North	Level 2/Floodplain	AG	Agricultural
East	Level 2	RS-P	Single-Family Residential
South	Level 1, 2, & Floodplain	AG	Large lot residential
West	N/A	Unincorporated	Single-Family Residential

This proposed development is designated as Level 2 (Urban Residential) in the Comprehensive Plan. This level supports RS-P zoning, but a Comprehensive Plan change will be needed for any future commercial development.

According to FEMA maps, there is some 100-year floodplain located at the west of the property.

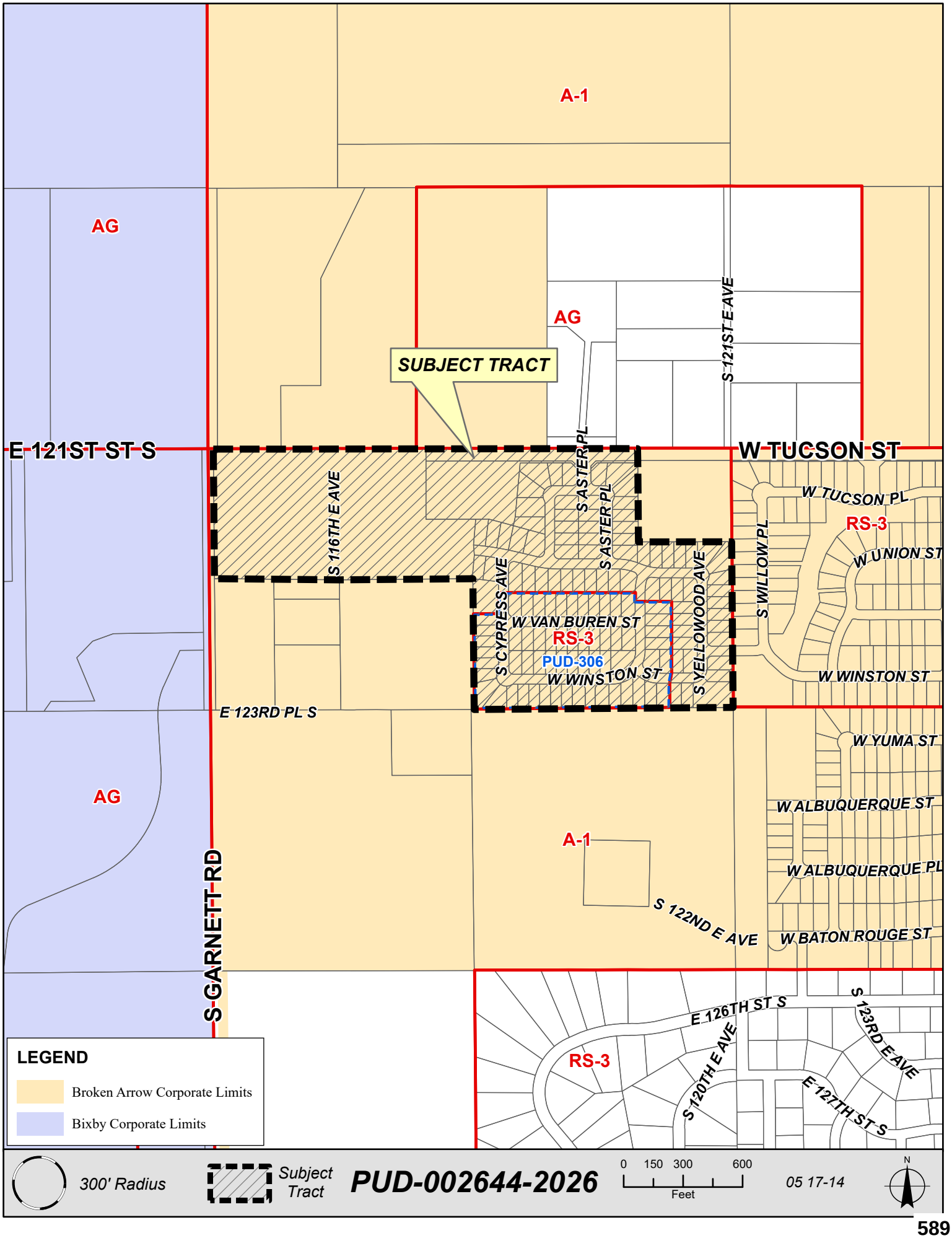
Attachments: Case Map
Aerial Map
PUD Design Statement and Exhibits

Recommendation:
Based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that PUD-002644-2026 major amendment be approved as presented.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel

MEH


A-1
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S 116TH E AVE
S ASTER PL
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W TUCSON PL
RS-3
W UNION ST
S WILLOW PL
S CYPRESS AVE
W VAN BUREN ST
RS-3
PUD-306
W WINSTON ST
S YELLOWOOD AVE
W WINSTON ST
E 123RD PL S
W YUMA ST
AG
W ALBUQUERQUE ST
A-1
W ALBUQUERQUE PL
S 122ND E AVE
W BATON ROUGE ST
S GARNETT RD
E 126TH ST S
S 123RD E AVE
RS-3
S 120TH E AVE
E 127TH ST S
LEGEND
Broken Arrow Corporate Limits
Bixby Corporate Limits
300' Radius
Subject Tract
PUD-002644-2026
0 150 300 600
Feet
05 17-14
N

Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2024

Subject Tract

PUD-002644-2026

0 150 300 600
Feet

05 17-14

N

PUD-002644-2026
Received
03/12/2026

Major Amendment to
PUD 306

Elysian Fields

Broken Arrow, Oklahoma

Tulsa Engineering & Planning Associates
9810 East 42nd Street South, Suite 100
Tulsa, Oklahoma 74146
918.252.9621 Fax 918.250.4566

Revised February 11, 2026

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I. Development Concept. 1

II. Statistical Summary. 2

Exhibit A - Conceptual Site Plan

I. DEVELOPMENT CONCEPT

Elysian Fields is a single-family residential subdivision that was submitted as a Planned Unit Development (PUD 306) and approved by the City of Broken Arrow City Council on May 5, 2020. Additionally, a rezoning of the entire site to RS-3 (Residential Single-Family) was approved by the Broken Arrow City Council on that same date (BAZ-2050). The site consists of 53.55 acres, located on the southeast corner of South Garnett Road and West Tucson Street. The site is bounded on the north, across Tucson Street, by Agriculture (A-1 and AG) zoned land, to the east by Shadow Trails residential subdivision (RS-3), to the south by Agriculture (A-1) zoned land and to the west across Garnett Road by Agriculture (AG) zoned land.

The overall site is characterized by moderately sloping terrain, scattered groupings of trees and soil types for the site that are typical for the area and should create no unusual developmental problems. There is 100-year floodplain located along the western portion of the PUD. On September 12, 2024, the FEMA 100-year floodplain was remapped (FIRM Map Number 40143C0451M), which caused the original 100-year floodplain line to shift further to the west. This opened up additional area for development, now outside of the 100-year floodplain.

Two areas of the Elysian Fields PUD have been platted since the initial approval of the PUD. Elysian Fields I, is a 67 lot residential subdivision, located in the northeastern portion of the site and Elysian Fields II, a 59 lot residential subdivision, located in the south central portion of the development. The future Elysian Fields III, located in the northwestern portion of the site, is the area directly affected by this proposed PUD Amendment.

There is one item that is the basis of this PUD Amendment:

Increase the maximum number of residential dwelling units in the PUD to 186, from 182.

The overall increase in the maximum number of residential dwelling units by 4, to a total of 186 dwelling units, is still far below what would be allowed if developed under the RS-3 zoning district. If the site was developed under the RS-3 zoning district, a total of 274 dwelling units would be allowed. We are proposing 88 dwelling units less than what is allowed by the RS-3 zoning district, or only 67.9% of the total allowable number of dwelling units. In addition, combining the dwelling unit count of the two existing platted subdivisions and the proposed Elysian III subdivision, the PUD requirement of "a minimum of 55% of the development have RS-3 sized lots" is actually exceeded to 59.1% of the total lots being RS-3 sized lots, based on the Conceptual Site Plan.

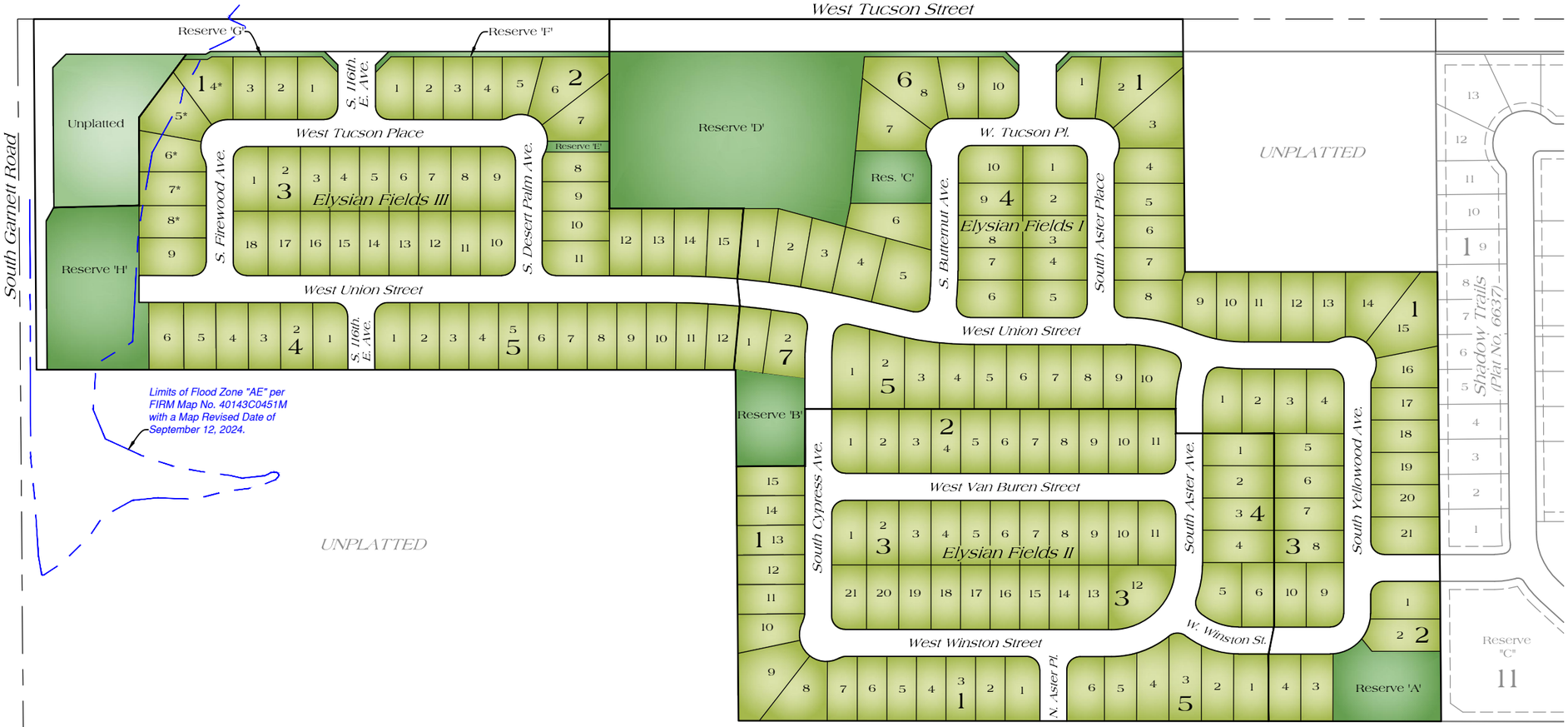
Other than the proposed change to the PUD, all other portions of PUD 306 are to remain unchanged.

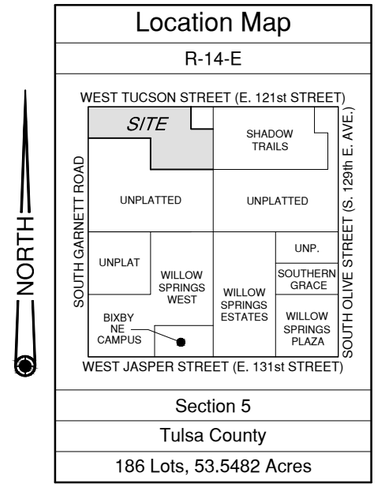
II. STATISTICAL SUMMARY

Total Project Area:	53.55 Acres (Gross) 50.19Acres (Net)
Unplatted Area:	2.05 Acres (Gross) 1.15 Acres (net)
Residential Area:	51.50 Acres (Gross) 49.04 Acres (net)
Maximum Number of Dwelling Units:	186
Maximum Project Density:	3.47 DU/Acres (Gross)
Average Lot Size:	55'-60' x 125'

Total Number of Dwelling Units shown on Conceptual Site Plan:

- 55' x 125'	76 (40.9%)
- 60' x 125'	110 (59.1%)





Data Summary:	
Total Project Area	53.55 Acres (Gross) 50.19 Acres (Net)
Unplatted Area	2.05 Acres (Gross) 1.15 Acres (Net)
Residential Area	51.50 Acres (Gross) 49.04 Acres (Net)
Maximum # of Residential Lots	186
Total # of Residential Lots Shown	186
- 55' x 125'	76 (40.9%)
- 60' x 125'	110 (59.1%)
Project Density (Max.)	3.47 DUs/Acre
Average Lot Size	55'-60' x 125'

Not To Scale

EXHIBIT 'A'

Elysian Fields

Conceptual Site Plan

tep

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City of Broken Arrow

Request for Action

File #: 26-442, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:
Consideration, discussion, and possible approval of the appointment or reappointment of a member to the City of Broken Arrow Board of Adjustment for a term to expire May 1, 2028

Background:
During a recent review of Board attendance records, staff determined that there is a vacant position on the board of adjustment. City Council will need to fill the vacancy.

Cost: $0

Funding Source: N/A

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: None

Recommendation:
Approve the appointment or reappointment of a member to the Board of Adjustment for a term to expire May 1, 2028.

City of Broken Arrow

Request for Action

File #: 26-433, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:

Consideration, discussion, and possible modification to Request to Appear Forms and Guidelines for City Council meetings and all other City Boards and Commissions meetings adopted by City Council on February 6, 2018, as modified on April 20, 2021, including but not limited to consolidation of the Guidelines providing for a single set to apply to both City Council meetings as well as to meetings of Boards and Commissions; providing for cancelation or suspension of public comment periods; and setting forth criteria to be considered when canceling or suspending public comment periods

Background:

On February 6, 2018, the City Council adopted specific guidelines for when citizens wish to speak at a City Council meeting or before any other City Board or Commission. Specifically, City Council approved the Request to Appear Before the City Council form as well as the "Guidelines if you wish to speak at a City Council meeting".

On April 20, 2021, Council approved modifications to remove the requirement for public speakers to state their address and only require public speakers to state whether they reside or own a business in Broken Arrow. Public speakers were still required to provide their address on the Request to Appear form. In addition, there were restrictions added regarding the presentation of electronic or printed materials by the public during the public comment period and provided for their submission to the City Council, Boards, or Commissions.

The City has adopted the Standard Code of Parliamentary Procedure by Alice Sturgis, 4th Edition as the rules of order to conduct all City meetings. The rules provide the chairperson with broad power and discretion to manage public meetings. These proposed Guidelines explicitly enumerate some of those powers, including the power to interrupt or terminate public comment if necessary to maintain order, efficiency or safety of the meeting.

Additionally, the Guidelines are consolidated to have one set that is applicable to City Council meetings as well as meetings of Boards and Commissions. The "Request to Appear Before the Broken Arrow City Council" and "Request to Appear Before Board or Commission" forms have been modified to reflect all Guideline modifications.

Cost: $0

Funding Source: None

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: 1. Guidelines to Speak at Council, Board, or Commission Meeting
2. Request to Appear before City Council
3. Request to Appear before Board or Commission

Recommendation:

As Council Directs

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GUIDELINES IF YOU WISH TO SPEAK AT A CITY COUNCIL, BOARD OR COMMISSION MEETING

- Public comment periods are provided at the discretion of the Council and may be canceled or suspended for any specific agenda item by the Mayor or Chairperson, as presiding officer, to ensure efficient conduct of business. Reasons for cancellation include, but are not limited to: (1) time constraints due to a lengthy agenda or urgent matters; (2) redundancy with prior public hearings or comments on the same item; (3) safety or security concerns; (4) compliance with applicable laws or court orders; or (5) other circumstances where comment would disrupt the orderly transaction of public business. Such decisions shall be announced at the start of the relevant agenda item or as soon as practicable and shall be viewpoint-neutral.

- For items on the Posted Agenda, please fill out a "Request to Appear Before the Broken Arrow City Council" or "Request to Appear Before the Board or Commission" form. The forms are available outside the City Council Chambers. Please turn in your form to the Clerk at least five minutes prior to the beginning of the meeting. Each speaker has up to three (3) minutes. The Mayor or Chairperson may set a maximum time limit for posted agenda items.

- For items not listed on the agenda, but related to City business or services, you may speak to the Council/Board/Commission by selecting the "Citizen's Opportunity to Speak" box on the appropriate form. Please fill out a "Request to Appear Before the Broken Arrow City Council" or "Request to Appear Before the Board or Commission" form. The forms are available outside the City Council Chambers. Please turn in your form to the Clerk at least five minutes prior to the beginning of the meeting. Each speaker has up to three (3) minutes. Please be aware that state law prohibits the Council from taking action on items presented under this section of the agenda.

- If you want someone to speak for your group, please submit all forms completed by the group and the designated speaker(s).

- Zoning Applicants will have a maximum of ten (10) minutes to present testimony in favor of the request and an additional five (5) minutes for rebuttal if any opponents of the application have spoken. The Mayor or Chairperson reserves the right to extend the presentation time.

- City Staff members are a resource to the City Council and are present to answer questions and provide additional information.

- If you do not want to address the Council/Board/Commission but would like it known that you are in favor of or in opposition to an agenda item, please mark the appropriate section on the appropriate form.

- The City of Broken Arrow welcomes public participation and comments at public meetings. However, the City must take reasonable measures to safeguard its technology resources and to promote meeting focus. As such, electronic materials shall be presented to the City Clerk's Office no later than noon the day before the scheduled meeting to allow for City Staff to conduct a viral scan of all electronic materials presented. Any printed materials the public may wish to submit for consideration must be provided to the City Clerk on the date of the meeting at least five minutes prior to the start of the meeting. The presiding officer of a City meeting has the right to waive these pre-submission requirements.

WHEN YOU SPEAK

- Speakers will be heard only upon recognition by the Mayor or Chairperson. Remarks shall be addressed to the Council/Board/Commission as a whole and not any individual City Council/Board/Commission Member. Please do not speak to the audience or to any individual in the audience.

- Adjust the microphone so that it is pointed at your mouth, speak clearly, and begin by stating your name and whether you reside or own a business in Broken Arrow.

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- Limit your remarks to the allotted time limit. A light system in front of the City Clerk will help you pace your remarks. A green light stays on until you reach your final minute, when a yellow light comes on, please conclude your remarks. When the red light comes on, please stop and return to your seat.

- Please focus on new or unique information that other speakers have not covered.

- Comments should address the merits or problems of the issue. Personal attacks on previous speakers, or on the applicant, are generally not helpful. In any event, the speaker is responsible for the content of the speech.

- The Mayor or Chairperson, as presiding officer, may interrupt or terminate a speaker's comments at their discretion if necessary to maintain order, efficiency, or safety. Reasons for such action include, but are not limited to: (1) exceeding the allotted time limit; (2) comments that are repetitive or cumulative of prior speakers; (3) off-topic remarks unrelated to the agenda item or City business; (4) disruptive conduct, such as shouting, threats, or interference with the meeting; (5) use of obscene, profane, or fighting words that pose an imminent risk of inciting violence; or (6) violations of these guidelines or applicable law. Where feasible, the Mayor or Chairperson will provide a warning before terminating comments. All decisions by the Mayor or Chairperson are final during the meeting but may be appealed through appropriate channels post-meeting.

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Request to Appear Before the Board or Commission

(Please submit one form for each agenda item)

Date of Meeting: _____

Name: _____ Daytime Phone: _____

Address: _____ City: _____ State: _____

Zip: _____ E-mail Address: _____

Agenda Item Number/Letter _____ (i.e., **9B, 11C**, etc.)

_____ I wish to speak **IN SUPPORT** of this item.

_____ I wish to speak **IN OPPOSITION** to this item.

_____ I do not wish to speak; however, please record my ____ SUPPORT ____ OPPOSITION.

Acknowledgment: By signing, I acknowledge I have read and agree to abide by the "Guidelines If You Wish to Speak at the Meeting," including time limits, decorum rules, and the presiding officer's authority to manage comments.

Signature: _____ Date: _____

Return this form and eight copies of any supporting materials to the Recording Secretary at least 5 minutes before the start of the meeting you are attending.

This form and all information contained thereon shall be subject to inspection and conveyance to a requesting party pursuant to the Oklahoma Open Records Act and is hereby considered an Open Record for said purposes. No confidentiality shall apply to any information on this form unless specifically enumerated under the Oklahoma Open Records Act.

Revised: March 3, 2026

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Request to Appear Before the City Council

(Please submit one form for each agenda item)

Date of Meeting: _____

Name: _____ Daytime Phone: _____

Address: _____ City: _____ State: _____

Zip: _____ E-mail Address: _____

Agenda Item Number/Letter _____ (i.e., **9B, 11C**, etc.)

_____ I wish to speak **IN SUPPORT** of this item.

_____ I wish to speak **IN OPPOSITION** to this item.

_____ I do not wish to speak; however, please record my ____ SUPPORT ____ OPPOSITION.

☐ **Citizen's Opportunity to Speak:** This item is available to citizens to speak on any subject not on the agenda but related to City business or service. However, by state law, no action may be taken on this topic at this meeting. It can be studied for a future report or action.

Topic of Discussion:

_____

_____

Supporting Materials:

_____

_____

Acknowledgment: By signing, I acknowledge I have read and agree to abide by the "Guidelines If You Wish to Speak at the Meeting," including time limits, decorum rules, and the presiding officer's authority to manage comments.

Signature: _____ Date: _____

Return this form and eight copies of any supporting materials to the City Clerk at least 5 minutes before the start of the meeting you are attending.

This form and all information contained thereon shall be subject to inspection and conveyance to a requesting party pursuant to the Oklahoma Open Records Act and is hereby considered an Open Record for said purposes. No confidentiality shall apply to any information on this form unless specifically enumerated under the Oklahoma Open Records Act.

Revised: March 3, 2026

City of Broken Arrow

Request for Action

File #: 26-423, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:

Consideration, discussion and possible preview of Ordinance No. 3905 Amending Chapter 7, an ordinance amending Chapter 7, Article XVII of the Code of Ordinances relating to short-term rentals; providing new and revised definitions; establishing and strengthening operating standards; requiring interior posting, noise monitoring, and security cameras; establishing occupancy and parking limits; requiring advertising disclosures and hosting-platform cooperation; capping licenses per owner in residential districts; providing enforcement, notice, appeals, and penalties; adopting an appendix checklist; providing for codification; repealer; severability; and declaring an effective date

Background:

The City has received complaints regarding reports of recurring “house-party” conditions at some Short-Term Rentals for such offenses as public intoxication, minors and alcohol, public marijuana use, fights in yards, parking blockages, and late-night spillover into properties adjoining the Short-Term Rentals. This amendment gives the Police Department and Code Enforcement clear, objective, non-arrest dependent triggers (Verified Police Observations) and sets time/place/manner limits that directly target late-night outdoor congregation and overflow.

On March 3, 2026 City Council conducted a work session on the proposed ordinance amending the regulation of Short-Term rentals and provided feedback and directive on the draft ordinance. The following changes were made to the ordinance based upon Council’s feedback, including:

1. Adding formal definitions of Type 1, Type 2, and Type 3 Short Term Rentals;

2. Removing the training-completion discounts in §7-467;

3. Removing the $1M commercial general liability insurance requirement (§7-468(n));
4. Adding clarifying language in §7-468.1(h) that hosting platforms may remit applicable taxes and fees on the licensee’s behalf;
5. Removing §7-468(i)(requirement that advertisements/listings display the City license number;
6. Removing the mandate in §7-468.2(a) that the specific license number be displayed on the listing itself to avoid disclosing the specific address of the STR, but retain the requirement that a license is needed to list on the platform;
7. Changing the §7-472 agent-change registration from 10 business days to 30 calendar days;
8. Adjusting the effective-date/transition language (§7-478) so that existing permitted STR licensees have 180 instead of 90 days to come into full compliance with the new requirements.

9. Clarfiying the City's possible enforcement actions including classifying violations as a Class B misdemeanor punishable by a fine of not more than $1,000 and/or by imprisonment for not more than ten days, civil remedies and penalties under the Zoning Ordinance and civil enforcement action through Oklahoma District Court, including seeking injunctive relief.

Cost: $0

Funding Source: Source

Requested By: Police Chief Lance Arnold, Broken Arrow Police Department

Approved By: City Manager's Office

Attachments: Ordinance No. 3905

Recommendation:

Preview Ordinance No. 3905 and set for adoption

ORDINANCE NO. 3905

AN ORDINANCE AMENDING CHAPTER 7, ARTICLE XVII OF THE CODE OF ORDINANCES OF THE CITY OF BROKEN ARROW, OKLAHOMA, RELATING TO SHORT-TERM RENTALS; PROVIDING NEW AND REVISED DEFINITIONS; ESTABLISHING AND STRENGTHENING OPERATING STANDARDS; REQUIRING INTERIOR POSTING, , NOISE MONITORING, AND SECURITY CAMERAS; ESTABLISHING OCCUPANCY AND PARKING LIMITS; REQUIRING ADVERTISING DISCLOSURES AND HOSTING-PLATFORM COOPERATION; CAPPING LICENSES PER OWNER IN RESIDENTIAL DISTRICTS; PROVIDING ENFORCEMENT, NOTICE, APPEALS, AND PENALTIES; ADOPTING AN APPENDIX CHECKLIST; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. AMENDMENT.

Chapter 7, Article XVII of the Code of Ordinances, entitled "Short-Term Rental," is hereby amended and restated to read as follows:

ARTICLE XVII. SHORT-TERM RENTAL

Sec. 7-465. Severability.

It is declared to be the intention of the city council that the sections, paragraphs, sentences, clauses and phrases of this chapter are severable, and if any phrase, clause, sentence, paragraph or section of this chapter shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this chapter.

Sec. 7-466. Definitions.

For the purpose of this article, unless otherwise expressly stated, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Agent means any person who, in connection with the activities of a short-term rental, manages the operations, including, but not limited to, the collection of rental charges, issuing of keys, direction of maintenance personnel, assigning of rooms to guests, and handling guest affairs and overseeing security.

Beneficial Ownership means direct or indirect ownership or control of twenty-five percent (25%) or more of the equity or voting interests of a legal entity, or the ability to appoint a majority of governing persons.

Calls for service includes, but is not limited to, any and all calls to emergency services, (police and fire only) that result in a representative being dispatched or directed to the short-term rental. This shall include any calls for service within the surrounding neighborhood that, through information or investigation, can be traced to the short-term rental registered guest(s) and/or visitor(s). "Calls for service" shall not include any self-initiated activity and/or investigation based on the observation(s) of an emergency services representative.

Drug-related arrests include, but are not limited to, those that involve the manufacture, cultivation, importation into the state, transportation, possession, possession for sale, sale, furnishing, administering, or giving away, or providing a place to use or fortification of a place involving, any controlled drug, narcotic or drug paraphernalia.

Enumerated Nuisance Behavior means any of the following occurring at, in front of, or immediately adjacent to the licensed premises: (1) public intoxication; (2) unlawful possession or consumption of alcohol by a minor; (3) smoking or consuming marijuana or marijuana products in any public place in violation of law; (4) contributing to the delinquency of a minor; (5) disturbing the peace or disorderly conduct (including loud, threatening, or tumultuous behavior); (6) fighting in public; (7) parking violations that obstruct sidewalks, driveways, hydrants, or fire lanes, or parking on unpaved yards contrary to Code.

Guest shall mean any person that occupies a guestroom.

Guestroom shall mean a sleeping room in a short-term rental designed and intended to be used as lodging as documented by the community development director, or designee.

Hosting Platform means a person or entity that, for compensation, advertises, lists, or facilitates a booking transaction for a short-term rental via a website, application, or other system.

Local Responsible Agent (“LRA”) means a natural person designated by the licensee who is reachable by telephone twenty-four (24) hours per day, seven (7) days per week, and able to be on-site at the short-term rental within one (1) hour of City request.

Owner shall mean any person, firm, association, partnership, or corporation, which is the record owner of real property as listed on the last equalized assessment roll as maintained by the Tulsa or Wagoner County assessor. It shall also mean any part owner, joint owner, or lessor of the whole or part of the land or buildings situated thereon. An owner may or may not be an agent.

Person shall mean any natural person, firm, partnership, corporation, receiver, trustee, estate trust, business trust, organization, or association.

Prostitution-related arrests include, but are not limited to, those that involve prostitution, pandering, or prostitution-related crimes, in violation of 21 O.S. § 1029 or 21 O.S. § 1081.

Serious Incident means any of the following at, in front of, or immediately adjacent to the licensed premises: (1) felony arrest; (2) violent misdemeanor; (3) discharge of a firearm; (4) a fire-code condition posing imminent hazard; (5) any occurrence involving two or more distinct Enumerated

Nuisance Behaviors within the same incident window as documented by a Verified Police Observation.
Short-term rental 1, short-term rental 2, and short-term rental 3 are defined as set out in Chapter 9, Section 9-1-3 – Use specific definitions, City of Broken Arrow Zoning Ordinance.

Sleeping Area means a habitable room customarily used for sleeping, including a bedroom meeting Building Code egress standards; excludes kitchens, halls, bathrooms, closets, and garages.

Short-term rental means any building or group of buildings or facility as defined by the zoning ordinance.

Short-term rental operation means the occupancy of any guestroom or use of any short-term rental facility regardless of compensation or remuneration.

Verified Complaint means a complaint investigated by the City and determined to constitute a violation of this Code, a permit condition, or state law.

Verified Police Observation means a written report by a responding peace officer, supported by body-worn camera, photographs, decibel readings, or other contemporaneous documentation, establishing that an Enumerated Nuisance Behavior occurred at, in front of, or immediately adjacent to the licensed premises, whether or not an arrest is made, or a citation is issued.

Sec. 7-467. License to operate—Application deadline and fee.

The annual license to operate shall be applied for to the community development director, or designee, on a yearly basis by the owner and/or agent of each short-term rental. The deadline for submitting the application shall be one calendar year from the date of license issue, or, if this date falls on a Saturday or Sunday, on the next business day of the City of Broken Arrow. The application shall be submitted with a processing fee, as identified in the city's Manual of Fees. The license shall be issued or denied within 30 days. The first operating license will be required prior to the use of any property as a short-term rental, and on a yearly basis thereafter. The City Council may set initial and renewal license fees and replacement certificate fees, by resolution in the Manual of Fees. The City Manager may promulgate forms to administer this Article.

Sec. 7-468. License to operate—Application required—Contents.

All persons applying to the community development director, or designee, for a license to operate a short-term rental shall file an application with a non-refundable processing fee in the amount specified by the Manual of Fees therefor on forms provided by the city and containing information as follows:

(a) The address of the unit(s) to be used as a short-term rental;

(b) The number of guestrooms;

(c) The number and location of on-site parking spaces allotted to the premises (can include garage);

(d) The name, address, telephone number and email address of the short-term rental owner and agent;

(1) The agent shall be a 24-hour contact for the short-term rental, and must be available to be on site within one hour. The listed agent shall be the Local Responsible Agent (LRA) as defined in §7-466;

(2) If the agent is applying on behalf of the owner, an owner's authorization form shall be completed and submitted with the application;

(3) A screening plan outlining how potential guests are approved in addition to the short-term rental owner or agent's acknowledgement that any short-term rental within a 500-foot radius of schools (public, private, and all related facilities), day cares, playgrounds, or parks, must conduct additional screening of all potential renters, and not allow rental to individuals on the sex offender registry (57 O.S. §§ 581—590.2).

(e) Evidence of mailed notice to each abutting property and those directly across any abutting public street(s) of the applicant's intent to secure or renew a short-term rental license. Initial applications shall use certified mail, return-receipt requested. Renewals may use first-class mail. Where an email address for the record owner is reasonably available, email notice shall also be sent. The notice shall include the LRA's 24/7 phone number, the City complaint hotline/online form, and the property address.

(f) The short-term rental owner's consent to an annual inspection by a city code enforcement officer, or designee that the facility meets the property maintenance codes as adopted by the city;

(g) The short-term rental owner's acknowledgement that no licensee shall transfer the right to operate to any other person or entity by lease, agreement, contract or any other agreement; and no short-term rental license shall have any legal effect at any location other than those for which it is issued;

(h) The short-term rental owner or agent's confirmation that he or she will use his or her best efforts to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties;

(i) The short-term rental owner or agent's signed acknowledgement that he or she has reviewed and understands the applicable requirements of the Code of Ordinances, including the zoning ordinance;

(j) Written rules to be posted in the short-term rental unit(s), which shall include:

(1) Acknowledgement that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the city's noise ordinance;

(2) Acknowledgement of the maximum occupancy of a short-term rental unit based on the type as defined by the zoning ordinance and the amount and location of on-site parking.

(k) Any other information that the Code of Ordinances requires the short-term rental owner or agent to provide to the city as part of an application for a short-term rental license. Any material misrepresentation in the application for the license to operate a short-term rental or a failure to provide the required information shall be grounds for denial.

(l) Floor plan identifying Sleeping Areas and non-sleeping rooms.

(m) Parking plan diagramming off-street spaces.

(n) Interior posting acknowledgment that the operator will post, near the primary entrance, the license certificate and number, LRA 24/7 contact, maximum occupancy, parking diagram, trash/recycling day(s), emergency egress map, and “no events/amplified sound/quiet hours” rules, and a list of prohibited conduct to include no public intoxication; no alcohol possession/consumption by minors; no public smoking/consumption of marijuana; no disturbing the peace; no fighting; obey parking diagram; no more than six (6) persons outdoors on the premises between 10:00 p.m. and 7:00 a.m.; and no more than ten (10) non-occupant invitees on site at any time.

Sec. 7-468.1 — Operating standards

(a) The LRA shall answer calls from the City at all times and shall be on-site within one (1) hour when requested.

(b) Events and amplified sound prohibited. Events, parties, commercial gatherings, and the use of amplified sound equipment or musical instruments audible outdoors are prohibited. Quiet hours apply City-wide from 10:00 p.m. to 7:00 a.m.

(c) Each STR shall maintain an interior, non-recording noise-monitoring device capable of sending alerts to the operator when thresholds are exceeded, and a conspicuously placed, outward-facing security camera monitoring exterior entries. Audio recording is prohibited. Devices shall not be located in bathrooms or Sleeping Areas. Alert/event logs shall be retained for one hundred-eighty (180) days and provided to the City upon request.

(d) Maximum overnight occupancy is two (2) persons per Sleeping Area, not to exceed twelve (12) persons per dwelling unit. Prior to each arrival, the operator shall identify in writing rooms designated as non-sleeping.

(e) At least one (1) off-street space per Sleeping Area plus one (1) additional space for the owner/host, unless otherwise provided in Appendix A for mixed-use/commercial districts shall be provided. Vehicles shall not obstruct sidewalks/driveways or park on unpaved yards contrary to Code.

(f) STRs shall comply with the STR Safety Checklist (Appendix to this Article), including smoke/CO alarms, fire extinguishers, egress, and address visibility.

(g) The licensee shall complete the City's annual STR Self-Inspection Checklist, retain records/photos for three (3) years, and produce them upon request. Failure to complete or produce the checklist is a violation.

(h) Licensees or Hosting Platforms on Licensees behalf shall collect and remit all applicable state taxes and City fees.

(i) Between 10:00 p.m. and 7:00 a.m., no more than six (6) persons may congregate outdoors on the premises (including front/side/back yards, porches, driveways, and patios). Guests shall relocate indoors or disperse upon request of the Local Responsible Agent (LRA) or the City.

(j) At any time, the number of persons on site who are not overnight occupants may not exceed ten (10). A gathering in excess of this limit is deemed an event and is prohibited by §7-468.1(b).

(k) The licensee shall ensure that no public intoxication, no unlawful possession or consumption of alcohol by minors, no public smoking or consumption of marijuana, and no contributing to the delinquency of minors occurs on the premises. House rules and the interior posting shall expressly state these prohibitions.

(l) Upon notice from the City or PD of Enumerated Nuisance Behavior, the LRA shall be on site within one (1) hour and shall cause the nuisance to cease, including directing non-occupant invitees to disperse, moving persons indoors during quiet hours, and verifying parking compliance. Failure to abate is a violation.

(m) The total number of vehicles associated with the STR shall not exceed the off-street spaces shown on the approved parking plan. Vehicles shall not block sidewalks, driveways, hydrants, or fire lanes, and shall not park on unpaved yards. The interior posting shall include a parking diagram reminding guests of these limits.

(n) The person who books and occupies as the responsible party shall be at least twenty-one (21) years of age and present during the rental period.

Sec. 7-468.2 — Hosting platforms

(a) A hosting platform shall provide a conspicuous notice to users listing STRs in the City that a City STR license is required.

(b) Hosting platforms shall provide a dedicated field for the City license number in any listing for an STR located in the City.

(c) Upon written notice from the City that a listing lacks a valid license number or pertains to a suspended or revoked STR, a hosting platform shall remove or disable the listing within three (3) business days.

(d) A hosting platform that complies with (a)–(c) shall not be deemed in violation for user content posted without a valid license number.

Sec. 7-468.3 — License cap per owner (residential districts)

(a) No natural person shall hold, directly or through Beneficial Ownership, more than four (4) active STR licenses City-wide in residential zoning districts.

(b) Applicants with entity ownership shall disclose all natural persons with Beneficial Ownership; licenses held by an entity are attributed to each such person for cap purposes.

(c) The cap does not apply in mixed-use or commercial districts if expressly authorized by SUP or PUD conditions.

Sec. 7-469. License to operate—Grounds for denial.

The license to operate may be denied for any of the following reasons:

(a) The applicant has an outstanding debt to the city.

(b) The short-term rental property has an unabated notice of violation, in excess of 30 days, that cites violations of the city Code of Ordinances.

(c) Such other relevant facts as the community development director, or designee, may discover or deem advisable or necessary in the course of the review of the application, such as:

(1) Drug-related arrests;

(2) Prostitution-related arrests;

(3) Calls for service.

(d) Noncompliance with federal, state, and city Code of Ordinances. This shall include any and all unresolved documented violations of the city's adopted International Building Code,

International Fire Code, International Mechanical Code, International Fuel Gas Code, and National Electric Code, including all State of Oklahoma amendments.

Sec. 7-470. License to operate—Denial—Appeal hearing.

Whenever the city denies a license to operate for a short-term rental, as provided in this chapter, the owner of said short-term rental shall have a right to a hearing to appeal the denial in accordance with section 7-475.

Sec. 7-471. License to operate—Non-transferability.

Each license to operate issued pursuant to this chapter shall be separate and distinct from all others and shall not be transferable from the person, firm or corporation to whom issued to any other person, firm or corporation. Whenever an owner sells or transfers title of a short-term rental, then the license to operate shall expire. A license automatically terminates upon transfer of title to the dwelling unit or a change in controlling Beneficial Ownership of the licensee.

Sec. 7-472. License to operate—Report of changes to the application.

When a change of agent occurs at an existing short-term rental, the new agent shall register as the 24/7 contact within 30 calendar days.

Sec. 7-473. License to operate—Revocation.

The annual license to operate shall be subject to revocation by the community development director, or designee, upon good cause shown that the operation of the short-term rental is such that it is or has negatively impacted the health, safety and/or welfare of its guests or the residents or businesses of the neighboring community by any of the following:

(a) Noncompliance with federal, state, and city Code of Ordinances. This shall include any and all continued and documented violations of the city's adopted International Building Code, International Fire Code, International Mechanical Code, International Fuel Gas Code, and National Electric Code, including all State of Oklahoma amendments;

(b) Drug-related arrests;

(c) Prostitution-related arrests;

(d) Calls for service;

(e) Any other conditions, problems, issues, concerns or facts that are deemed relevant. In processing a revocation, the community development director, or designee, shall prepare a report that details the circumstances that have led to the revocation. It may include any or all of the following that are applicable:

(1) Frequency or occurrence of violation(s), arrest(s), or call(s) for service;

(2) Seriousness of the violation(s), arrest(s), or call(s) for service in relation to its threat or impact upon public health, safety or welfare;

(3) History of the violation(s), arrest(s), or call(s) for service;

(4) Good faith efforts taken by the responsible party to correct, reduce and/or alleviate violation(s), arrest(s), or call(s) for service;

(5) Any activity, action or effort taken by the responsible party to obstruct or interfere with correction of the problem;

(6) The impact of the violation(s), arrest(s), or call(s) for service on the surrounding property and community.

Notwithstanding any other provision of this section, the City may suspend or revoke a short-term rental license upon documented nuisance activity as follows: (i) suspension for thirty (30) days upon two (2) Verified Police Observations of Enumerated Nuisance Behavior within any twelve (12) month period; (ii) suspension for ninety (90) days upon three (3) such Verified Police Observations within any twelve (12) month period; (iii) suspension for one hundred-eighty (180) days upon four (4) or more such Verified Police Observations within any twelve (12) month period; and (iv) revocation upon three (3) or more Verified Complaints within any twelve (12) month period or upon any Serious Incident. Immediate suspension may issue upon any Serious Incident. Whether or not an arrest is made, or a citation is issued shall not be determinative if the conduct is established by a Verified Police Observation. Any suspension or revocation shall be preceded by written notice stating the grounds and the right to a hearing under §§7-474 and 7-475. A person whose license is revoked is ineligible to reapply for twelve (12) months.

Sec. 7-473.1. Automatic suspension and revocation.

(a) Suspension ladder. The City may suspend a license for: (i) thirty (30) days upon two (2) Verified Complaints within twelve (12) months; (ii) ninety (90) days upon three (3) Verified Complaints within twelve (12) months; and (iii) one hundred-eighty (180) days for four (4) or more Verified Complaints within twelve (12) months.

(b) Revocation. The City shall revoke a license upon three (3) or more Verified Complaints within any twelve (12) month period or upon any Serious Incident. A person whose license is revoked is ineligible to reapply for twelve (12) months.

(c) Immediate suspension. The City may immediately suspend a license upon a Serious Incident, lapse of insurance required by §7-468(o), or failure of the LRA to respond as required by §7-468.1(a).

(d) Due process. A suspension or revocation shall be preceded by written notice stating the grounds and the right to a hearing under §§7-474 and 7-475.

Sec. 7-474. Notice of hearing.

Upon good cause shown in the revocation report issued by the community development director, or designee, the city manager, or designee, shall issue a notice of hearing for revocation of license to operate. Such hearing shall be held by the city manager. Notice of hearing of revocation of a license shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid to the owner at his or her last known address at least five days prior to the date set for the hearing.

Sec. 7-475. Appeals.

Any person aggrieved in regard to the denial or revocation of a license shall have the right to appeal to the Broken Arrow City Council. Such appeal shall be taken by filing a notice of appeal with the city clerk's office within 14 days after notice of the decision causing the appeal. The city council shall set the time and place of hearing on such appeal and notice of such hearing shall be given to the person and all known interested parties. Notice of such hearing shall be mailed, postage prepaid to the owner at his or her last known address at least five days prior to the date set for the hearing. Such hearing shall be on a subsequent regularly scheduled council meeting following receipt of the notice of appeal, subject only to the requirements of the Oklahoma Open Meetings Act, 25 O.S. § 301 et. seq.

Sec. 7-476. License to operate—Reissue after revocation.

A license to operate that is revoked shall not be reissued for a period of one year from the date of such revocation.

Sec. 7-477. Violation—Penalty.

It is unlawful to operate a short-term rental without a valid license to operate or to fail to comply with any of the requirements established by the Code of Ordinances. Violations are classified as a Class B misdemeanor punishable by a fine of not more than $1,000.00 or by imprisonment for not more than ten days, or by both such fine or imprisonment, for each violation. Each day a violation is allowed to exist is a separate violation. Violations are also subject to civil liability and enforcement under Chapter 8, Enforcement and Remedies under the City of Broken Arrow Zoning Ordinance and civil enforcement through Oklahoma District Court.
Section 7-478 — Transition; Effective date

(a) Effective date. This ordinance takes effect on February 17, 2026.

(b) Transition. Existing STR licensees shall comply with §§7-468(e), 7-468(l)–(o), 7-468.1, and 7-468.2 within one hundred eighty (180) days of the effective date. Hosting platforms shall comply with §7-468.2 within sixty (60) days.

(c) Training & fees. The training module shall be offered within one hundred-twenty (120) days; renewal discounts apply beginning with the first renewal occurring at least one hundred-eighty (180) days after the effective date.

Appendix to Article XVII
Short-Term Rental Safety & Operations Self-Inspection Checklist
(Minimum Standards; to be completed annually and retained for three (3) years)

Property Address: _____ License No.: _____
Owner/Operator: _____ Date: _____
Local Responsible Agent (24/7): _____Phone: _____

Instructions: Check Yes/No/N/A. For every "No," attach a corrective plan with date. Upload required photos with your renewal.

A. Alarms & Life Safety

1. Smoke alarms installed in every Sleeping Area, outside each Sleeping Area, and on every story (including basements). (Photo required)
2. All smoke alarms test functional via the test button.
3. Smoke alarms are within service life (manufacture date ≤10 years ago or 10-year sealed).
4. CO alarms on each story with a fuel-burning appliance or attached garage. (Photo required)
5. CO alarms test functional via test button; within service life (per label).
6. No battery missing or low-battery chirps present.
7. Audible/visual notification is not obstructed by décor or furniture.
8. No disabling or covering of alarms; no paint over units.
9. Weather safety notice posted identifying the best interior severe-weather area/safe room (Oklahoma). (Photo required)
10. Address numerals clearly visible from the street day and night (contrasting color, illuminated if practical). (Photo required)

B. Fire Extinguishers & Fire Protection

11. At least one 2A:10B:C extinguisher per story, mounted and readily accessible. (Photo required)
12. Kitchen extinguisher located within 30 ft of cooking appliances, not over the range.
13. Extinguishers show normal pressure, no damage, and inspection tag/date within past 12 months (or manufacturer monthly check documented).
14. No combustibles stored within 3 ft of furnaces, water heaters, or other ignition sources.
15. Gas shutoffs and electrical main disconnect locations identified on the interior posting/exit map.
16. Fireplace/wood stove (if present) has intact spark screen/doors and clearances maintained; ashes stored safely in metal container outdoors.

C. Egress, Doors & Windows

17. Each Sleeping Area has an egress window/door operable from inside without keys/tools/special knowledge. (Photo required of window open)
18. Bars/grilles (if any) on egress windows/doors are openable from inside without a key.
19. Exit doors unlock from the inside without keys (no double-keyed deadbolts).
20. Stairways/hallways to exits are unobstructed and illuminated.
21. Floor surfaces are in good repair; no loose rugs or cords creating trip hazards on exit routes.

22. Exterior steps/landings are sound; handrails/guardrails present where required and secure.

D. Electrical Safety

23. No extension cords used as permanent wiring; no “daisy-chained” power strips.
24. GFCI protection present and functional at kitchens, bathrooms, garages, exterior receptacles (test monthly).
25. Outlet/switch cover plates intact; no exposed wiring.
26. Electrical panel has clear access (recommend ≥36" depth x 30" width), cover in place, breakers labeled.
27. No cords under rugs, through doorways, or pinched by furniture.
28. Tamper-resistant receptacles or child-safety covers present if advertising family-friendly.
29. Lighting adequate at entrances, stairs, and parking surfaces (motion/photocell recommended).
30. Portable space heaters (if provided) are UL-listed, tip-over protected, and have 3 ft clearance on all sides; not permitted in unattended Sleeping Areas.

E. Gas, Heating & Mechanical

31. Furnace/water heater in safe operating condition; no visible leaks or scorch marks.
32. Combustion air openings unobstructed; vents intact and terminate outdoors.
33. Gas appliances have accessible shutoff valves; flexible connectors in good condition.
34. Dryer vents are metal/foil, discharge to exterior, and are lint-free; lint trap cleaned. (Photo required of exterior vent)
35. Water heater temperature set to ≤120°F (anti-scald).
36. Attic/basement access secure; no open junction boxes or exposed splices.

F. Kitchen & Laundry

37. Range anti-tip device installed and engaged. (Photo required)
38. Range hood or microwave vent operational; grease filters clean.
39. Refrigerator/freezer seals intact; no unsafe temperatures (operator verifies).
40. Under-sink area dry and free of mold; disposal splash guard intact (if present).
41. Dishwasher has no leaks and latches securely.
42. Fire-safe location for grill (see Section H) is identified in the house rules if provided on site.
43. First-aid kit available and stocked (location noted on posting).
44. Laundry room clear of pile-up; detergents secured if advertising family-friendly.

G. Bedrooms & Sleeping Areas

45. Sleeping Area designation matches floor plan; no living rooms, kitchens, or garages used as sleeping rooms.
46. Mattresses and bedding clean and free from infestation; mattress protectors present.
47. Smoke alarm inside each Sleeping Area verified (see Section A).
48. Emergency egress route from each Sleeping Area is posted on the exit map.
49. Space heaters not used in Sleeping Areas (unless permanently installed and code-compliant).

H. Exterior & Site Conditions

50. Walkways/driveways in safe condition; no tripping hazards; ice/snow plan noted (seasonal).
51. Off-street parking meets posted limit and does not block sidewalks/driveways/fire lanes; no yard parking on unpaved surfaces.
52. Grills/fire pits located ≥10 ft from structures/combustibles (or per manufacturer); no grills on combustible balconies.
53. LP cylinders stored upright outdoors; not in buildings or beneath stairways.
54. Exterior lighting at entrances/parking functional (photocell or timer recommended).
55. Backflow device and hose bibbs in good repair; no cross-connection hazards.

I. Pools / Spas / Hot Tubs (If applicable)

56. Barrier height meets code (≥48" typical); self-closing, self-latching gates swing outward. (Photo required)
57. Door alarms/pool alarms present where required.
58. VGB-compliant drain covers installed and within service life. (Photo required)
59. Life ring with rope and a reaching pole provided and accessible.
60. Rules signage posted (no lifeguard, no glass, no diving, children supervision, emergency 911).
61. Spa cover is lockable and used when not occupied.
62. Chemicals stored locked and ventilated; SDS sheets on site or accessible digitally.
63. Electrical bonding/GFCI for pool/spa equipment verified by a qualified person (document date).
64. Gate hardware and fence integrity inspected and functional.

J. Security, Privacy & Monitoring

65. Outward-facing entry camera(s) positioned to view entrances only; no interior cameras and no cameras in or facing Sleeping Areas or bathrooms. (Photo required of camera location)
66. Audio recording disabled on all monitoring devices.
67. Noise monitor(s) installed indoors (not in Sleeping Areas or bathrooms), configured for alerts; 180-day alert/event logs retained.
68. Locks on exterior doors function; guests provided unique/rekeyed codes or keys; no key-lock boxes visible from public right-of-way unless secured.
69. Privacy notice in the interior posting discloses cameras (locations) and noise monitors; prohibits tampering.

K. Posting, House Rules & Emergency Info

70. Interior posting near primary entrance includes: license number, max occupancy, parking diagram, trash/recycling schedule, LRA 24/7 contact, exit map, severe-weather safe area, and “no events/amplified sound/quiet hours” rules. (Photo required)
71. Exit map shows exits, fire extinguishers, electrical panel, gas shutoff, muster point.
72. Quiet hours (10:00 p.m.–7:00 a.m.) posted and match the ordinance.
73. Human-trafficking awareness and emergency numbers posted or linked (as provided by City training).
74. License number and maximum occupancy appear on all advertisements/listings.
75. Tax registration numbers posted or on file; instructions to guests not to exceed occupancy/parking limits.

76. Posting includes “no public intoxication/no MIP/no public marijuana use/no fighting” language.
77. Posting shows outdoor congregation limit and non-occupant invitee cap.

L. Waste, Sanitation & Pest Prevention

78. Trash and recycling containers provided, labeled, and in good repair; storage location avoids blocking sidewalks/rights-of-way.
79. Pick-up days posted on the interior posting; instructions about setting out/bringing in carts.
80. No evidence of pests; preventive measures in place (sealed food storage, regular service if needed).
81. Bathrooms have working ventilation (fan or operable window) and sanitary conditions.
82. Water leaks or moisture intrusion absent; any prior issues corrected.

M. Records, Training & Miscellaneous

81. Annual STR Self-Inspection Checklist completed; records and photos retained 3 years.
82. Noise/camera event logs retained 180 days and available to the City upon request.
83. Insurance certificate ($1,000,000 per occurrence CGL) current and on file with City.
84. LRA contact test conducted quarterly; response within 1 hour verified/logged.
85. City STR Training completed within the past 12 months (attach certificate to renewal).
86. Neighbor notice sent per §7-468(e) (initial via certified mail; renewal via first-class; email where available). Keep proof of mailing.
87. LRA abatement log: record date/time of PD/City calls and arrival time (must be ≤ 1 hour).
88. Parking compliance: operator verifies vehicles do not exceed plan; no blockages; no yard parking.
89. Incident retention: preserve body-worn camera request info (incident number) and any host platform messaging used to abate.

Required Photo Uploads (at minimum)

- Smoke and CO alarms in place (one per bedroom, one per hallway, one per story).
- One mounted extinguisher per story and the kitchen extinguisher.
- One open egress window in each Sleeping Area.
- Interior posting at the main entrance and the exit map.
- Address numerals visible from the street at night.
- Dryer exterior vent outlet.
- Entry camera location (outward facing).
- Pool/spa barrier, gate latch, and VGB drain cover (if applicable).
- Parking diagram (photo of posted diagram).

Operator Attestation

I certify the above is true and complete, and that any deficiencies will be corrected by: _____.
Name/Title: _____ Signature: _____ Date: _____

SECTION II. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent of such conflict.

SECTION III. CODIFICATION; SCRIVENER'S AUTHORITY.

The provisions of this ordinance shall be codified within Chapter 7 of the Code of Ordinances. The City Attorney and City Clerk are authorized to correct scrivener's errors (including section numbering, cross-references, and formatting) without further Council action so long as no substantive change is made.

SECTION IV. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or application of this ordinance is held invalid, such invalidity shall not affect the remaining portions or applications, which can be given effect without the invalid portion; to this end the provisions of this ordinance are declared severable.

SECTION V. EFFECTIVE DATE; PUBLICATION.

This ordinance shall take effect and be in force from and after its passage and publication as provided by law. Compliance timelines for operators and hosting platforms are as stated within Section 7-478 of Article XVII.

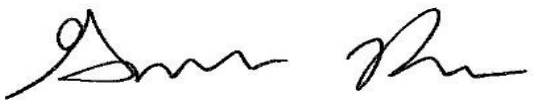
PASSED AND APPROVED and the clause ruled upon separately this 17th day of February, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:



ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-419, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-2026

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3907 amending Chapter 21, Streets and Sidewalks, Section 21-12, Allowing construction materials to spill onto public ways, replacing the entire section to address concrete residue/wash water containment, cleanup, and enforcement; severability; declaring an emergency

Background:
Purpose and intent of this Ordinance is to protect public ways and the City stormwater system from concrete residue and wash water. The Ordinance provides definitions for concrete, concrete wash water, effective containment (examples include chute-closure devices, catch pans/bins, drip trays, lined containment, vacuum recovery, or equivalent methods), public right-of-way, and stormwater system.

The Ordinance also makes it unlawful to discharge, deposit, spill, allow to escape, or track concrete, slurry, wash water, or other construction materials onto or into the ROW or stormwater system. This Ordinance requires the operator to implement effective containment when a chute, hopper, or equipment is used within, from, or over the public ROW, while expressly stating the ordinance does not impose vehicle equipment requirements beyond state law (i.e., compliance can be achieved operationally). Also requires washout only in a designated containment area on private property (or as otherwise authorized by permit) and prohibits dry-brooming or flushing into gutters, inlets, or ditches. The Ordinance further requires immediate cessation and prompt removal/disposal; requires immediate notification to the Stormwater Division if materials enter storm drains, inlets, ditches, channels, or watercourses.

This Ordinance authorizes City cleanup if the party responsible fails to do so, and recovery of actual costs, in addition to penalties. This Ordinance establishes civil offense penalties. Each act and each day may be a separate offense; includes permit suspension or revocation and stop-work orders where applicable.

The remedies in this Ordinance are cumulative with Chapter 25 Stormwater Management and state “loss of load” remedies, and confirms it regulates operations in the ROW without imposing preempted vehicle equipment mandates.

Cost: $0

Funding Source: N/A

Requested By: Streets & Stormwater

Approved By: City Manager’s Office

Attachments: Ordinance No. 3907

Recommendation:
Adopt Ordinance No. 3907 and approve the emergency clause.

ORDINANCE NO. 3907

AN ORDINANCE AMENDING THE BROKEN ARROW CODE OF ORDINANCES, CHAPTER 21 – STREETS AND SIDEWALKS – SECTION 21-12 – ALLOWING CONSTRUCTION MATERIALS TO SPILL ONTO PUBLIC WAYS; REPLACING ENTIRE SECTION; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION 1. Amendment.

That Chapter 21, Streets and Sidewalks, Section 21-12, "Allowing construction materials to spill onto public ways," of the Broken Arrow Code of Ordinances is hereby amended by adding a new section:

§ 21-12. Allowing construction materials to spill onto public ways; Concrete delivery; deposit, containment, cleanup, and enforcement.

(a) Purpose and intent.

To protect public streets, sidewalks, alleys, the public right-of-way, and the municipal Stormwater system from concrete residue and wash water, and to ensure safe, clean construction operations.

(b) Definitions.

1. "Concrete" means cement concrete and any cementitious mixture, including mortar, grout, and concrete slurry.

2. "Concrete wash water" means water or liquid slurry resulting from washing or rinsing concrete mixers, chutes, hoppers, tools, or equipment.

3. "Effective containment" means any operational method, device, or combination thereof that prevents concrete, slurry, or concrete wash water from discharging, spilling, dripping, tracking, or otherwise entering the public right-of-way or Stormwater system. Examples include, without limitation, a chute-closure device, catch pan or bin, drip tray, lined containment, vacuum recovery, or functionally equivalent capture systems.

4. "Public right-of-way" (ROW) includes any public street, roadway, alley, sidewalk, curb, gutter, ditch, storm drain, inlet, or other publicly maintained way or appurtenance open to public use.

5. "Stormwater system" means the City's municipal separate storm sewer system, including streets, gutters, storm drains, inlets, ditches, channels, and other conveyances owned or operated by the City for collecting or conveying stormwater.

(c) Prohibited deposits and discharges.

It is unlawful for any person to discharge, deposit, spill, drop, allow to escape, or track concrete, concrete slurry, concrete wash water, or other construction materials upon or into

any public street, alley, sidewalk, or other portion of the public ROW, or into the Stormwater system.

(d) Containment during delivery and cleanup.

When concrete is delivered to, from, or within a site and a truck chute, hopper, or similar equipment is used within, from, or over the public ROW, the operator shall implement effective containment to prevent any discharge, spill, drip, or overflow of concrete, slurry, or wash water to the ROW or Stormwater system. Nothing in this section shall be construed to require any motor vehicle to be equipped with any device other than as required by state law; compliance may be achieved by any operational method that provides effective containment.

(e) Washout and housekeeping.

Concrete washout shall occur only in a designated containment area on private property or as otherwise authorized by permit and shall not occur in or discharge to the public ROW or Stormwater system. Dry-brooming or flushing materials into gutters, inlets, or ditches is prohibited.

(f) Immediate cleanup; notice.

Any person responsible for a discharge or deposit under this section shall immediately cease the discharge and promptly remove and lawfully dispose of all materials. If any concrete, slurry, or wash water enters a storm drain, inlet, ditch, channel, or watercourse, the person responsible shall immediately notify the Stormwater Division of the Engineering Department and follow all directions for containment and cleanup.

(g) City abatement and cost recovery.

If the person responsible fails to promptly clean and remediate as required, the City may abate the condition and recover all actual costs of response, cleanup, disposal, repair of public infrastructure, administrative expenses, and overhead from the responsible person or entity. Costs are in addition to any penalties and may be collected as provided elsewhere in this Code, including assessment and lien procedures where applicable.

(h) Enforcement and penalties.

A violation of this section is a civil offense punishable by civil penalties as provided in this Code. Each separate act and each day a violation continues constitutes a separate offense. Violations may also be enforced through permit suspension or revocation, stop-work orders, and any other remedies available at law or in equity.

(i) Cumulative remedies; no conflict with state law.

The remedies in this section are cumulative of Chapter 25 Stormwater Management and state law prohibiting loss of load to public ways. This section regulates operations within the public ROW and does not impose vehicle equipment requirements preempted by state law.

SECTION II. Severability.

If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the remaining provisions, which shall remain in full force and effect.

SECTION III. Emergency Clause.

It being immediately necessary for the preservation of the public peace, health, and safety, an emergency is hereby declared to exist, by reason whereof this ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

PASSED AND APPROVED and the clause ruled upon separately this 24th day of March, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-420, **Version:** 1

Broken Arrow City Council
Meeting of: 03-24-26

Title:

Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3907

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause to be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: None

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: none

Recommendation:

Approve the emergency clause for Ordinance No. 3907

AMENDMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.

PROJECT NAME: RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT NO. 2352120

THIS **AMENDMENT NO. 3**, made and entered into this _____ day of _____ 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Kimley-Horn and Associates, Inc., hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated May 3rd, 2023 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to prepare construction documents for bidding purposes for the construction of Residential Streets Concrete Panel Replacement in the Vandever East 6th Addition (Project No. ST23060), Turtle Creek Phase 2 (Project No. ST23030), Brentwood (Project No. ST23300), and Meadow Heights (Project No. ST23310) subdivisions in Broken Arrow, OK.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include partial panel replacements, sawcutting integral curb, and additional cost-saving measures to complete concrete repairs to the specified locations.

WHEREAS, the ORIGINAL AGREEMENT and Amendment No. 1 through No. 3 shall hereinafter collectively be referred to as the "Agreement"; and

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

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

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

(REMAINDER OF PAGE INTENTIONALLY BLANK)

1. **PROJECT SCOPE.**
This Amendment requires ENGINEER to provide additional services for the Assistance During Bidding Phase including answering technical questions, attending pre-bid meetings, preparing addenda and addenda plan sheets, reviewing material submittals, and attending meetings as requested.

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

Original Contract Amount executed May 3, 2023	$83,000
Amendment No. 1	$40,900
Amendment No. 2	$7,000
Amendment No. 3	$10,000
Revised Total Contract Amount	$140,900

3. **EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**
This Amendment No. 3 is effective upon signature of both parties.

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

(REMAINDER OF PAGE INTENTIONALLY BLANK)

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

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

Kimley-Horn and Associates, Inc.

By: Scott Arnold
Scott Arnold, Senior Associate

Date: 3/12/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Jeremy P. Stahle
Jeremy Stahle, Assistant Secretary

Date: 3/12/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of TEXAS)
) §
County of TARRANT)

Before me, a Notary Public, on this 12 day of MARCH, 2026, personally appeared Scott Arnold, known to be Senior Associate of Kimley-Horn and Associates, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

5/16/2026

Vicky Brewer
Notary Public

VICKY BREWER
Notary Public, State of Texas
Comm. Expires 05-16-2026
Notary ID 129821969

AGREEMENT
GAS FACILITIES RELOCATION
Olive St (129th), Kenosha (71st) to Norman St - North Phase (COBA# ST1710)
CITY OF BROKEN ARROW PROJECT NUMBER ST1710
TULSA COUNTY

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

City of Broken Arrow, Oklahoma, a municipal corporation, hereinafter called "City," has requested Company to relocate these facilities to accommodate the proposed construction of the referenced project as shown on plans therefore, the latest of which were received electronically by Company on August 12, 2025. City agrees to reimburse Company in the extent and manner hereinafter stated for that portion of the cost of relocating said facilities which is for the benefit of City.

Company proposes to perform the necessary relocation of its facilities in substantial accordance with the attached plan sheets and cost estimate(s). Company will bear the cost of relocating the portions of the facilities which do not occupy private rights-of-way. The City's share of the estimated cost of the necessary relocation will be $107,161 all of which is to be reimbursed to Company by City.

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

Brian Shore
Signer ID: SMGCEWBDEM
Secretary - Brian Shore

By: David Williams
Signer ID: 0GDQEC3D5M
Vice President of Operations – David Williams

Dated: 03/09/2026 PDT

APPROVED AND ADOPTED by the City Council of the City of Broken Arrow this _____ day of

_____, 2026.

ATTEST:

CITY OF BROKEN ARROW
A MUNICIPAL CORPORATION

_____
City Clerk

_____
Mayor

APPROVED as to form and legality

D. Graham Parker
_____
City Attorney

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OKLAHOMA NATURAL GAS COMPANY

ESTIMATED GAS FACILITIES RELOCATION COST

Olive St (129th), Kenosha (71st) to Norman St - North Phase (COBA# ST1710)
CITY OF BROKEN ARROW
3/3/2026

Pipe Footage in Private Easement	=	165	ft
Pipe Footage in Public Easement	=	252	ft
Total Project Footage	=	417	ft
Estimated Project Cost (Like Kind and Size)	=	$271,023	
Estimated Project Cost (Actual Installation)	=	$297,369	
Betterment (Actual - Like Kind and Size)	=	$26,346	

Breakdown of Estimated Project Cost
Like Kind and Size

ONG Share	+	Entity Share	=	Total
252 / 417	+	165 / 417	=	417 / 417
60.46%	+	39.54%	=	100.00%
$163,862	+	$107,161	=	$271,023

Betterment Cost Allocation

Sub-Total Estimated Cost	=	Entity Share	+	Betterment		
Total Estimated ONG Cost	=	$163,862	+	$26,346	=	$190,208
Total Estimated Entity Cost	=	$107,161	+	$0	=	$107,161
Total Estimated Cost of Actual Replacement					=	**$297,369**

Composite Percentage of Project

ONG SHARE	=	**$163,862 / $297,369**	=	**55.10%**
ONG BETTERMENT	=	**$26,346 / $297,369**	=	**8.86%**
ENTITY SHARE	=	**$107,161 / $297,369**	=	**36.04%**

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ONE Gas

Cost Summary Report

CUE Number	51586
CUE Description	ONG BROKEN ARROW 055 NDU - Olive St (129th), Norman Pl to Albany (61st) - North Phase (COBA# ST1710)
CUE Status	AFEAPPR
Parent WO	2025-1001407206
Capital Project Number	021.055.2980.010433
Project Function	055
Version Number	1
Version Description	Actual
Version Estimate Type	DESIGN
Version Estimate Status	AFEAPPR
Estimator ID	OKE12478
Estimator Name	Hubbard, Shane M.
Cost Center	2980
Project Funding Number	021.055.2989.FP010001
Funding Type	NDU
Target Start Date	Oct 9, 2025
Target Finish Date	Oct 9, 2028

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
Install Cost	2831.58	221808.80	622.96	220.92	71884.93	0.00	297369.19	0.00	297369.19
SubTotal	2831.58	221808.80	622.96	220.92	71884.93	0.00	297369.19		297369.19

Table 2

			Materials & Consumables			Labor Breakdown		Overheads				
WP #	Task Number	WP Description	Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH	Vehicle OH	Total Costs
20	CU	Service	597.45	0.00	0.00	0.00	17601.11	131.44	0.00	5823.55	0.00	24153.55
30	CU	Mainline Labor	0	0.00	0.00	1207.20	203000.49	0.00	220.92	65346.46	0.00	269775.07
10	CU	Mainline Material	2,234.13	0.00	0.00	0.00	0.00	491.52	0.00	714.92	0.00	3440.57
SubTotal			2,831.58	0.00	0.00	1,207.20	220,601.60	622.96	220.92	71,884.93	0.00	297,369.19

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	CAP,END,0.75 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		9	6	EACH	340000323
10	I			CONTRACT	0	CAP,END,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		20	10	EACH	340000065
10	I			CONTRACT	0	COUPLING,2 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		57.87	9	EACH	340000215
10	I			CONTRACT	0	ELBOW,2 IN IPS,MDPE,BUTT FUSION,90 DEG, 100 PSIG,ASTM D2513		60.5	22	EACH	340000345
10	I			CONTRACT	0	TEE,2 IN IPS X 0.75 IN IPS,TAPPING,MD FUSION,CONVEN 0.80 IN CUTTER, 100 PSIG,ASTM D2513,BUTT OUTLET,W/ 12 IN SLEEVE AND PREP KIT		63.4	4	EACH	340000545
10	I			CONTRACT	0	CAP,END,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,ASTM D2513		8.6	2	EACH	340000080
10	I			CONTRACT	0	COUPLING,4 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		62.04	4	EACH	340000235
10	I			CONTRACT	0	ELBOW,4 IN IPS,MDPE,BUTT FUSION,90 DEG,DR11,100 PSIG,ASTM D2513		29.6	4	EACH	340000365

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Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	TEE,4 IN X 0.75 IN IPS,TAPPING,MD FUSION,DR 11,0.80 IN CUTTER,100 PSIG,ASTM D2513,W/ 12 IN SLEEVE AND PREP KIT		38.94	2	EACH	340000781
10	I			CONTRACT	0	TEE,4 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		8.5	1	EACH	340000705
10	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YEL 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		142.8	595	FEET	342000080
10	I			CONTRACT	0	TEE,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		10.8	4	EACH	340000670
10	I	37600	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		11.7	30	FEET	330000020
10	I	37600	1590020	CONTRACT	0	PIPE MDPE,COIL,2.00 IN IPS,DR 11,500 FT COIL, 0.216 IN WALL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		400.4	440	FEET	330000040

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I	37600	1590020	CONTRACT	0	PIPE,MDPE,2.00 IN IPS,DR 11,20 FT STICKS, 0.216 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW,F QTY 1760 FT		36.4	40	FEET	330000045
10	I	37600	1590040	CONTRACT	0	PIPE MDPE,STICK, 4.00 IN IPS,DR 11.5,40 FT STICKS,0.395 IN WALL,UNI OR BIMODAL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		488.25	155	FEET	330000060
10	I	37600	1832020	CONTRACT	0	VALVE,BALL,2 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,FULL PORT,ASTM D2513		307.12	4	EACH	340000895
10	I	37600	1832040	CONTRACT	0	VALVE,BALL,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,ASTM D2513		316.66	1	EACH	340000905
10	I			CONTRACT	0	VALVE,IDENTIFIC TUBE,HEIGHT 60 IN,ABS,YELLOW LID STAMPED GAS VALVE BALL PLASTIC, 1/4 TURN,HANDLEY,		161.55	5	EACH	070000115

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
20	I			CONTRACT	0	TEE,2 IN IPS X 1.25 IN IPS,TAPPING,MD FUSION,DR 10,0.80 IN CUTTER,100 PSIG,ASTM D2513,W/ 12 IN SLEEVE AND PREP KIT		18.3	1	EACH	340000690
20	I			CONTRACT	0	TEE,2 IN IPS X 0.75 IN IPS,TAPPING,MD FUSION,CONVEN 0.80 IN CUTTER, 100 PSIG,ASTM D2513,BUTT OUTLET,W/ 12 IN SLEEVE AND PREP KIT		63.4	4	EACH	340000545
20	I			CONTRACT	0	VALVE,EXCESS FLOW,1.25 IN IPS,MDPE,FUSIO 2600,DR 10,12 IN LONG,APPROX MIN TRIP RATE 2600 - 3432 SCFH MIN TRIP FLOW @ 10 PSIG SCFH,ASTM D2513		44.75	1	EACH	340001200
20	I			CONTRACT	0	VALVE,EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 700,DR 11,12 IN LONG,APPROX MIN TRIP RATE 700 - 980 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D2513		33.39	3	EACH	340000830

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
20	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YEL 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		76.8	320	FEET	342000080
20	I	38020	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		120.9	310	FEET	330000020
20	I	38020	1590012	CONTRACT	0	PIPE MDPE,COIL,1.25 IN IPS,DR 10,500 FT COIL, 0.166 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		7.5	10	FEET	330000030
20	I			CONTRACT	0	VALVE,EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 1800,DR 11,12 IN LONG,APPROX MIN TRIP RATE 2000 - 2800 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D513		13.74	1	EACH	340000835
20	I			CONTRACT	0	RISER SERVICE, 1 IN X 0.750 IN IPS,STEEL X MDPE,THRD X FUSION,SCH 40 X DR 11,30 IN V X 15 IN H,ANODELESS,FI D2513,1 IN BALL VALVE NO. 080000087 OR 080000088 OR 080000089		218.67	3	EACH	110000027

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#

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ONE Gas

Cost Summary Report

CUE Number	51586
CUE Description	ONG BROKEN ARROW 055 NDU - Olive St (129th), Norman Pl to Albany (61st) - North Phase (COBA# ST1710)
CUE Status	AFEAPPR
Parent WO	2025-1001407206
Capital Project Number	021.055.2980.010433
Project Function	055
Version Number	2
Version Description	LK&S
Version Estimate Type	DESIGN
Version Estimate Status	ESTIMATED
Estimator ID	OKE12478
Estimator Name	Hubbard, Shane M.
Cost Center	2980
Project Funding Number	021.055.2989.FP010001
Funding Type	NDU
Target Start Date	Oct 9, 2025
Target Finish Date	Oct 9, 2028

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
Install Cost	2624.26	202091.47	577.34	220.92	65509.04	0.00	271023.03	0.00	271023.03
SubTotal	2624.26	202091.47	577.34	220.92	65509.04	0.00	271023.03		271023.03

Table 2

			Materials & Consumables			Labor Breakdown		Overheads				
WP #	Task Number	WP Description	Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH	Vehicle OH	Total Costs
20	CU	Service	597.45	0.00	0.00	0.00	17601.11	131.44	0.00	5823.55	0.00	24153.55
30	CU	Mainline Labor	0	0.00	0.00	1207.20	183283.16	0.00	220.92	59036.91	0.00	243748.19
10	CU	Mainline Material	2,026.81	0.00	0.00	0.00	0.00	445.90	0.00	648.58	0.00	3121.29
SubTotal			2,624.26	0.00	0.00	1,207.20	200,884.27	577.34	220.92	65,509.04	0.00	271,023.03

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	CAP,END,0.75 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		9	6	EACH	340000323
10	I			CONTRACT	0	CAP,END,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		18	9	EACH	340000065
10	I			CONTRACT	0	COUPLING,2 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		38.58	6	EACH	340000215
10	I			CONTRACT	0	ELBOW,2 IN IPS,MDPE,BUTT FUSION,90 DEG, 100 PSIG,ASTM D2513		49.5	18	EACH	340000345
10	I			CONTRACT	0	TEE,2 IN IPS X 0.75 IN IPS,TAPPING,MD FUSION,CONVEN 0.80 IN CUTTER, 100 PSIG,ASTM D2513,BUTT OUTLET,W/ 12 IN SLEEVE AND PREP KIT		63.4	4	EACH	340000545
10	I			CONTRACT	0	CAP,END,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,ASTM D2513		8.6	2	EACH	340000080
10	I			CONTRACT	0	COUPLING,4 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		62.04	4	EACH	340000235
10	I			CONTRACT	0	ELBOW,4 IN IPS,MDPE,BUTT FUSION,90 DEG,DR11,100 PSIG,ASTM D2513		29.6	4	EACH	340000365

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	TEE,4 IN X 0.75 IN IPS,TAPPING,MD FUSION,DR 11,0.80 IN CUTTER,100 PSIG,ASTM D2513,W/ 12 IN SLEEVE AND PREP KIT		38.94	2	EACH	340000781
10	I			CONTRACT	0	TEE,4 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		8.5	1	EACH	340000705
10	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YEL 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		142.8	595	FEET	342000080
10	I			CONTRACT	0	TEE,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		8.1	3	EACH	340000670
10	I	37600	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		11.7	30	FEET	330000020
10	I	37600	1590020	CONTRACT	0	PIPE MDPE,COIL,2.00 IN IPS,DR 11,500 FT COIL, 0.216 IN WALL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		304.85	335	FEET	330000040

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I	37600	1590020	CONTRACT	0	PIPE,MDPE,2.00 IN IPS,DR 11,20 FT STICKS, 0.216 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW,F QTY 1760 FT		36.4	40	FEET	330000045
10	I	37600	1590040	CONTRACT	0	PIPE MDPE,STICK, 4.00 IN IPS,DR 11.5,40 FT STICKS,0.395 IN WALL,UNI OR BIMODAL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		488.25	155	FEET	330000060
10	I	37600	1832020	CONTRACT	0	VALVE,BALL,2 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,FULL PORT,ASTM D2513		230.34	3	EACH	340000895
10	I	37600	1832040	CONTRACT	0	VALVE,BALL,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,ASTM D2513		316.66	1	EACH	340000905
10	I			CONTRACT	0	VALVE,IDENTIFIC TUBE,HEIGHT 60 IN,ABS,YELLOW LID STAMPED GAS VALVE BALL PLASTIC, 1/4 TURN,HANDLEY,		161.55	5	EACH	070000115

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
20	I			CONTRACT	0	TEE,2 IN IPS X 1.25 IN IPS,TAPPING,MD FUSION,DR 10,0.80 IN CUTTER,100 PSIG,ASTM D2513,W/ 12 IN SLEEVE AND PREP KIT		18.3	1	EACH	340000690
20	I			CONTRACT	0	TEE,2 IN IPS X 0.75 IN IPS,TAPPING,MD FUSION,CONVEN 0.80 IN CUTTER, 100 PSIG,ASTM D2513,BUTT OUTLET,W/ 12 IN SLEEVE AND PREP KIT		63.4	4	EACH	340000545
20	I			CONTRACT	0	VALVE,EXCESS FLOW,1.25 IN IPS,MDPE,FUSIO 2600,DR 10,12 IN LONG,APPROX MIN TRIP RATE 2600 - 3432 SCFH MIN TRIP FLOW @ 10 PSIG SCFH,ASTM D2513		44.75	1	EACH	340001200
20	I			CONTRACT	0	VALVE,EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 700,DR 11,12 IN LONG,APPROX MIN TRIP RATE 700 - 980 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D2513		33.39	3	EACH	340000830

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
20	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YEL 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		76.8	320	FEET	342000080
20	I	38020	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		120.9	310	FEET	330000020
20	I	38020	1590012	CONTRACT	0	PIPE MDPE,COIL,1.25 IN IPS,DR 10,500 FT COIL, 0.166 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		7.5	10	FEET	330000030
20	I			CONTRACT	0	VALVE,EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 1800,DR 11,12 IN LONG,APPROX MIN TRIP RATE 2000 - 2800 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D513		13.74	1	EACH	340000835
20	I			CONTRACT	0	RISER SERVICE, 1 IN X 0.750 IN IPS,STEEL X MDPE,THRD X FUSION,SCH 40 X DR 11,30 IN V X 15 IN H,ANODELESS,FI D2513,1 IN BALL VALVE NO. 080000087 OR 080000088 OR 080000089		218.67	3	EACH	110000027

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#

645

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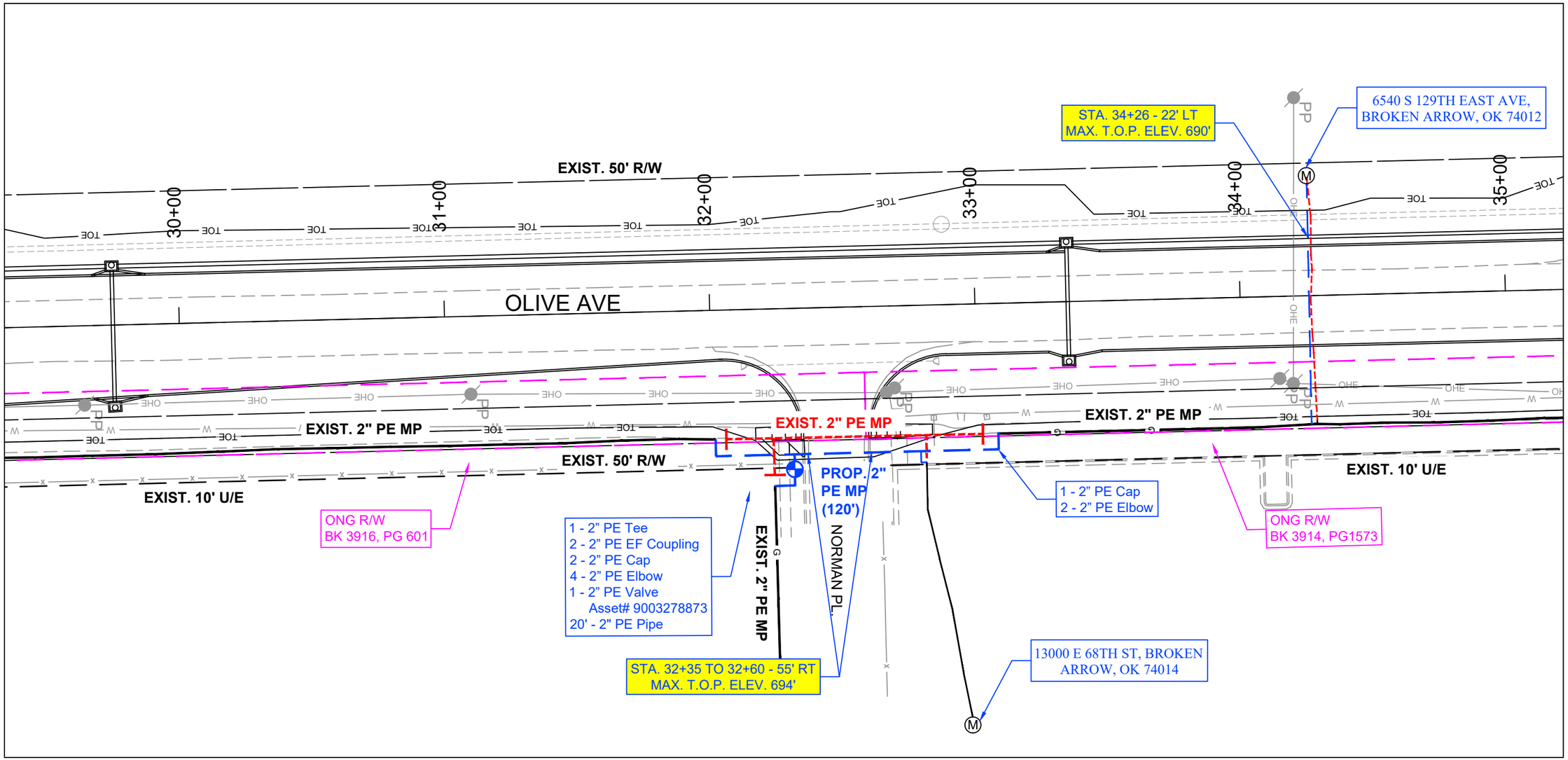

Notes:

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- All service lines to be 3/4" MDPE unless otherwise noted.

0 10 20 40

SCALE: 1"=40'

EXIST. GAS

EXIST. GAS (Abandoned)

EXIST. GAS (Abandoned Phase XX)

PROP. GAS (MP)

PROP. GAS (HP)

OKLAHOMA NATURAL GAS

A Division of ONE Gas

MISSION

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VISION

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CORE VALUES

Ethics • Quality • Loyalty
Value • Service

REVISED			PRINTS ISSUED		
DATE	BY	ITEM	DATE	NO.	TO

OKLAHOMA NATURAL GAS COMPANY

CITY OF BROKEN ARROW

OLIVE AVE IMPROVEMENTS
TULSA COUNTY
ST1710 (North Phase)

DESIGNED	S.H.	SURVEY NONE	DATE 11/5/25
DRAWN	SJBII	JO#	SCALE AS SHOWN
CHECKED			SHEET NO. 1
FILE NO.		DWG. NO.	OF 7

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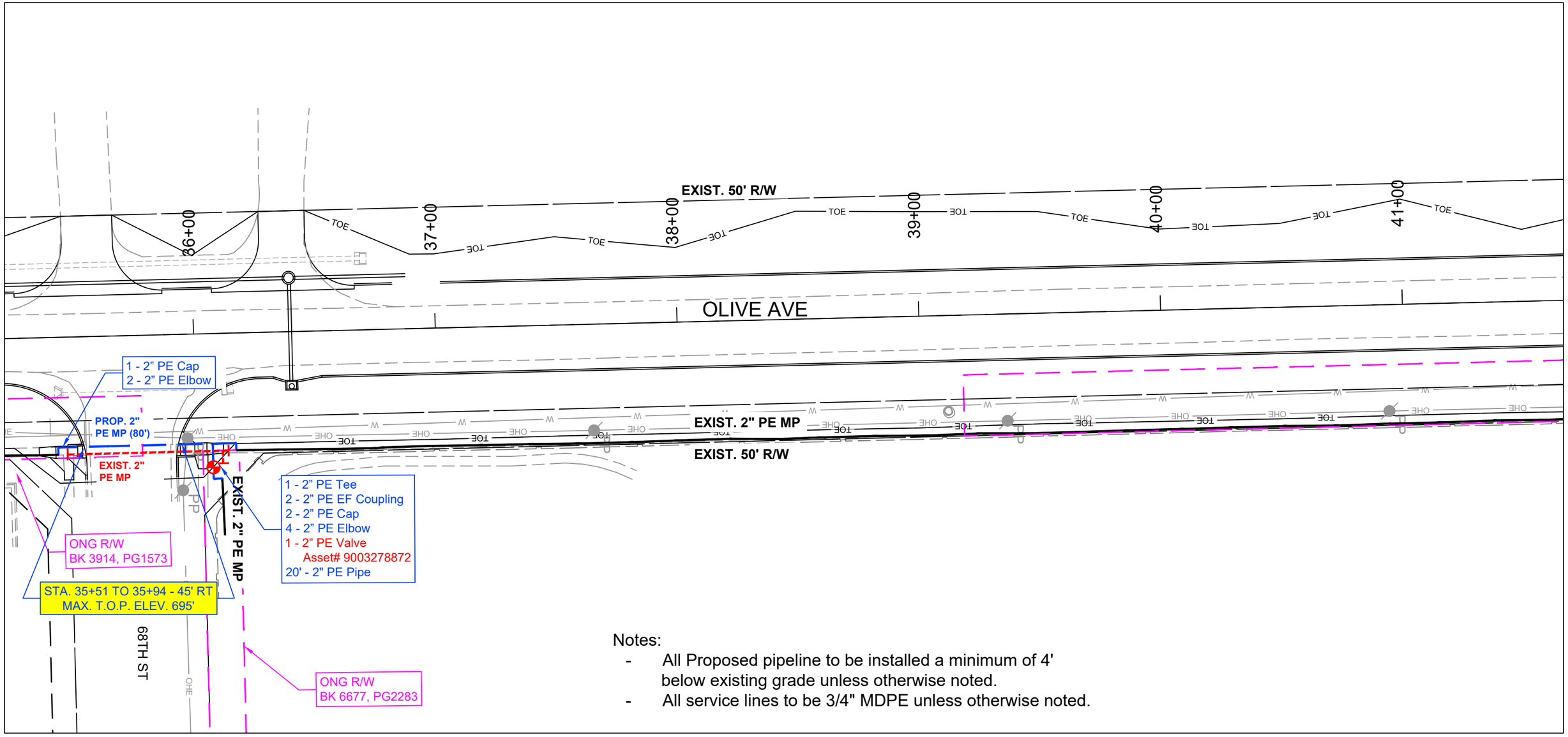

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OF 7

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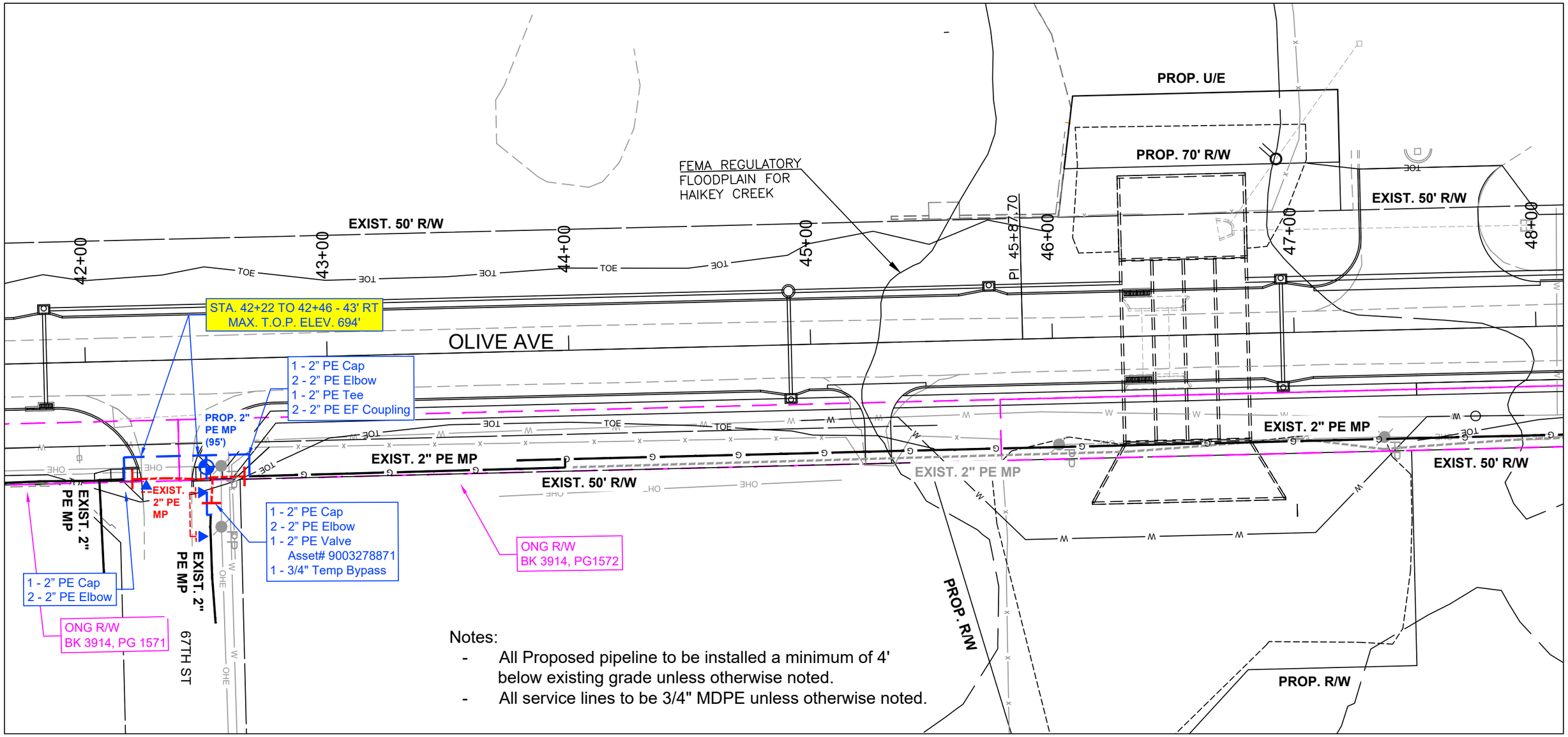

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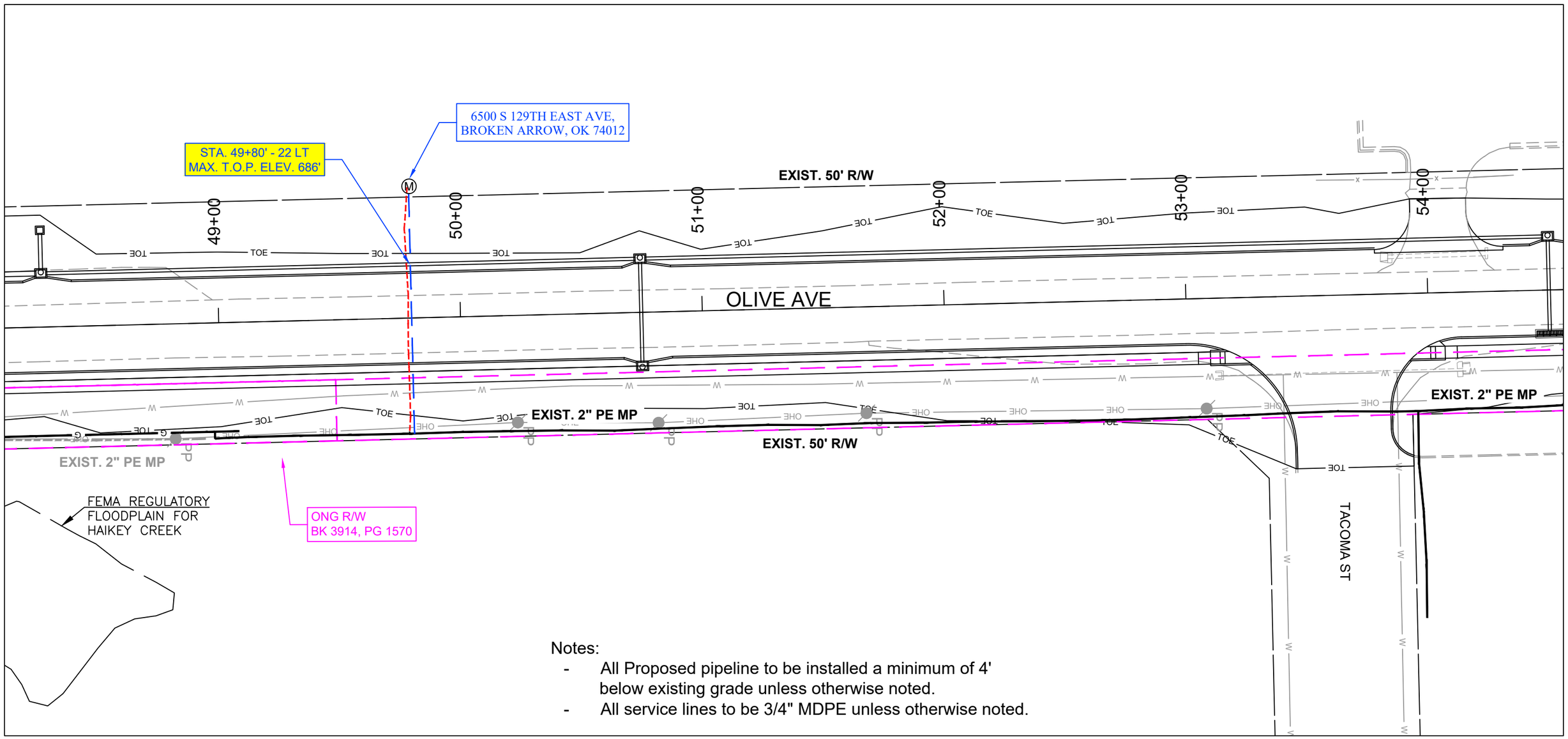

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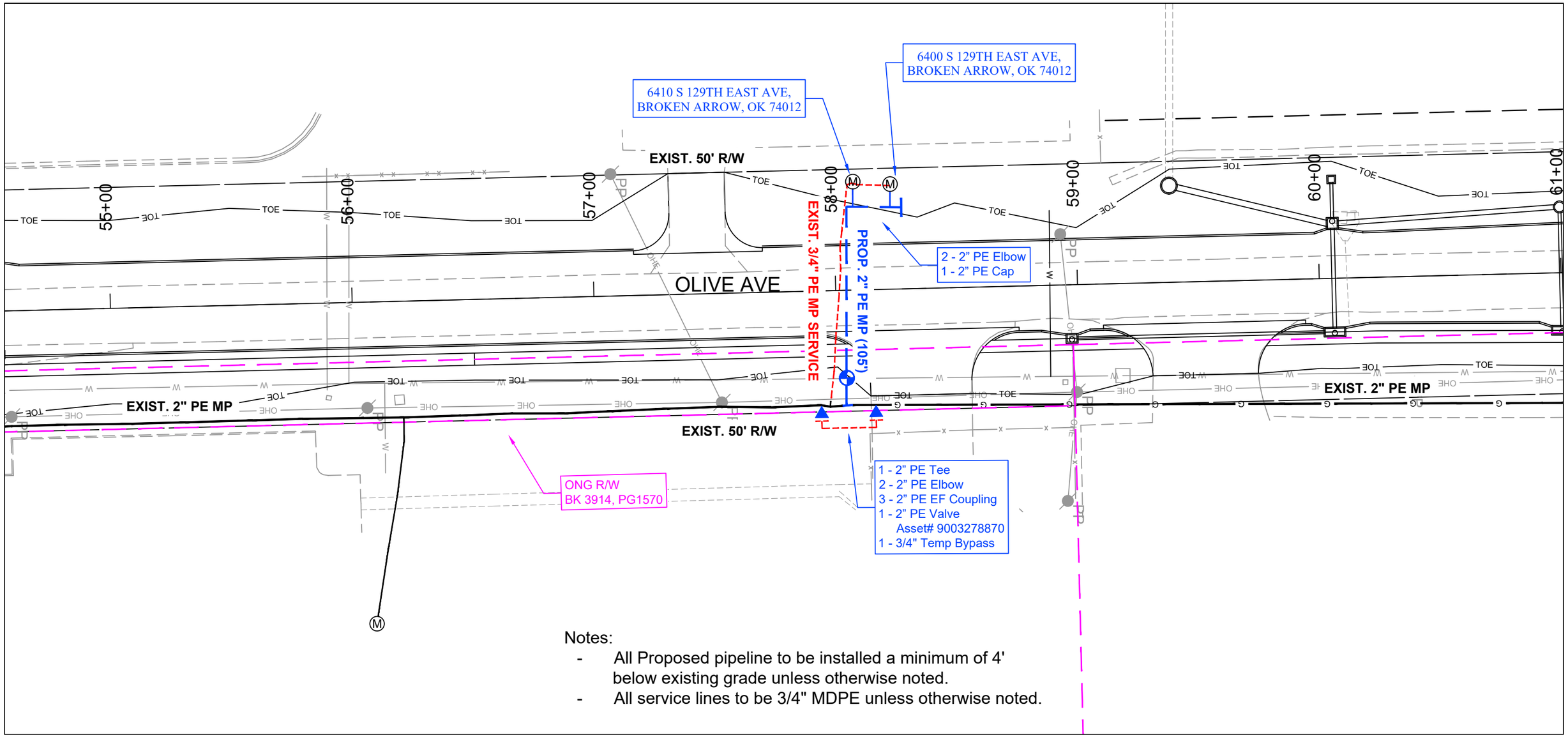

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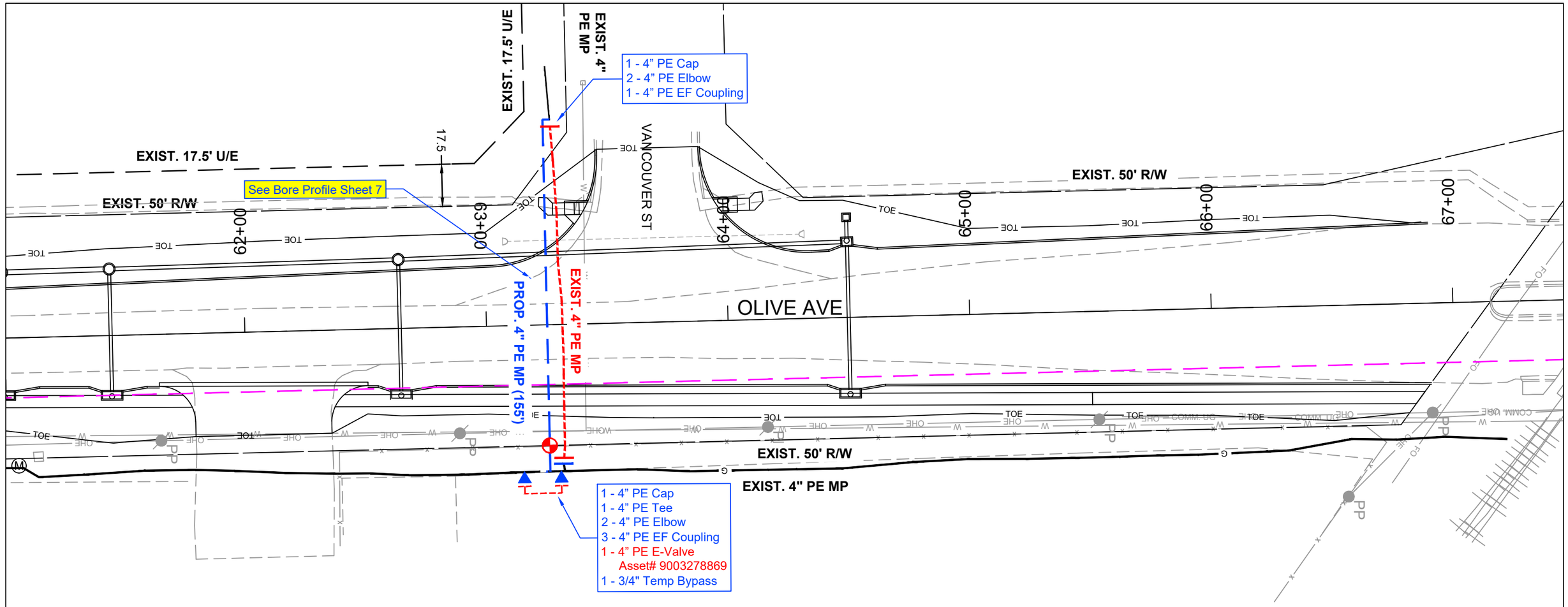

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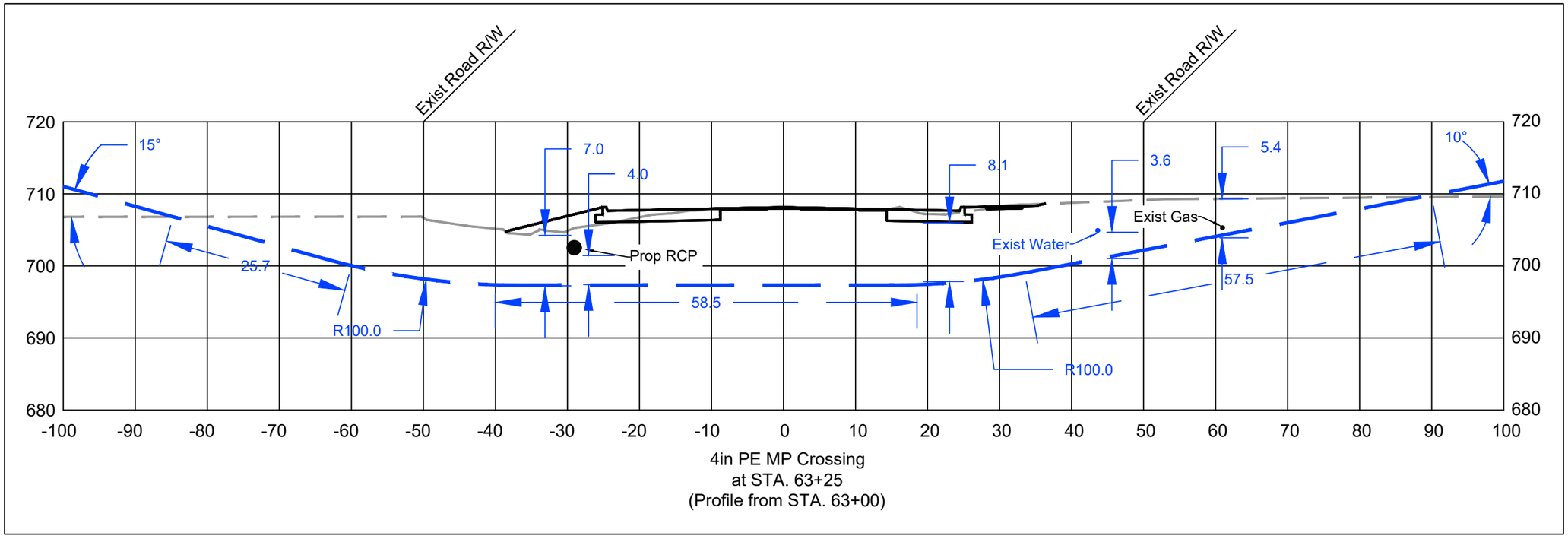

4in PE MP Crossing
at STA. 63+25
(Profile from STA. 63+00)

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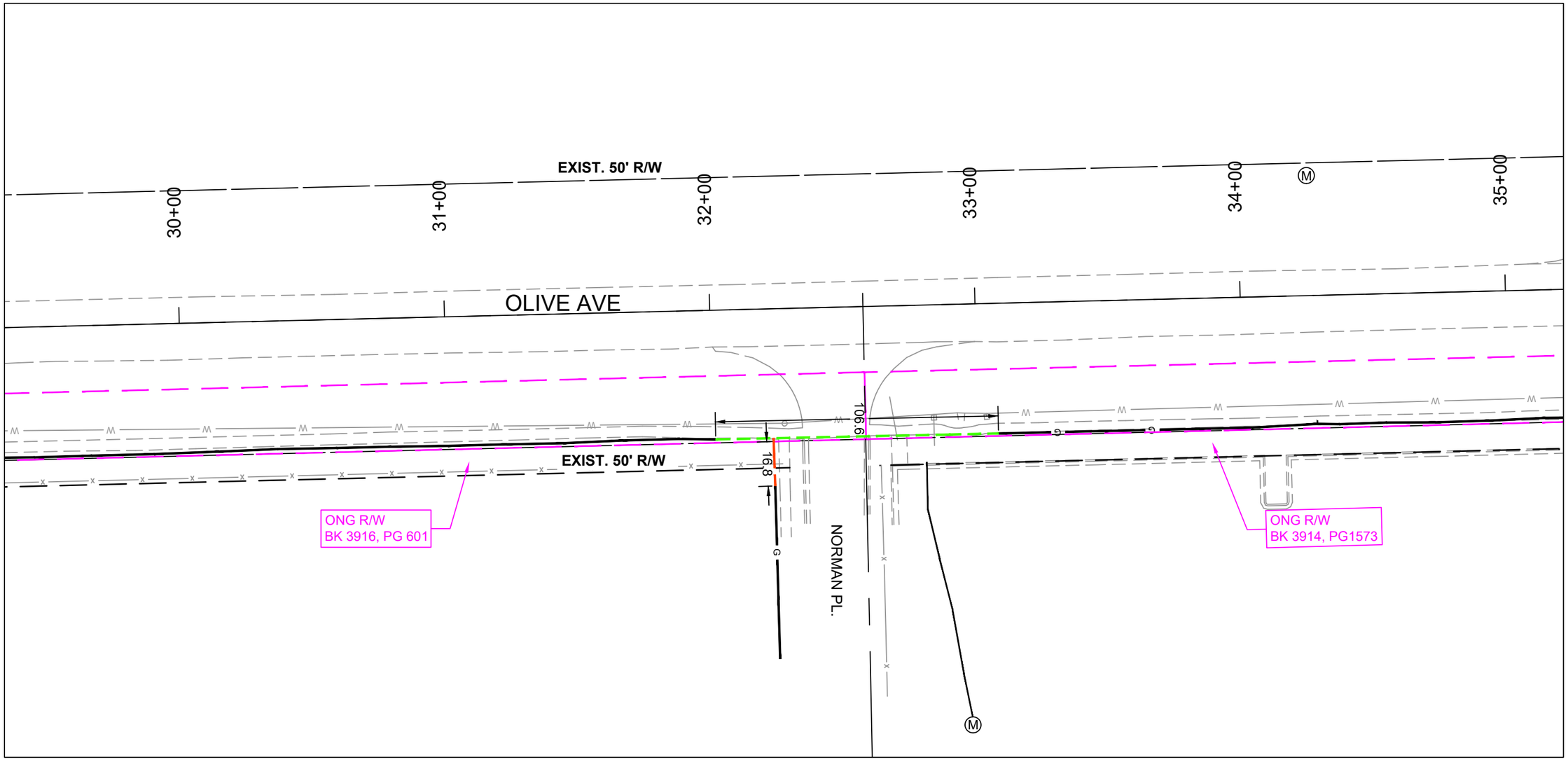

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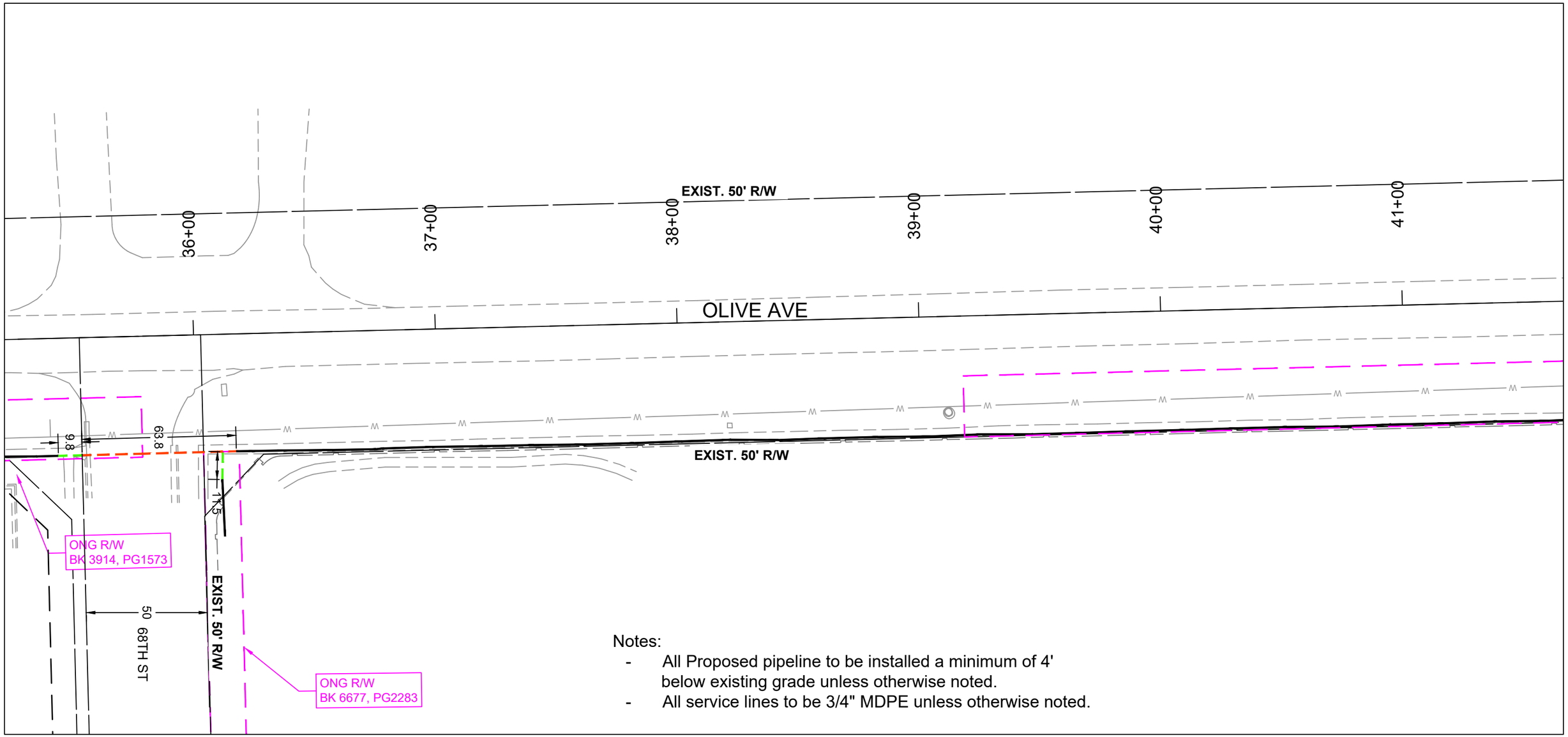

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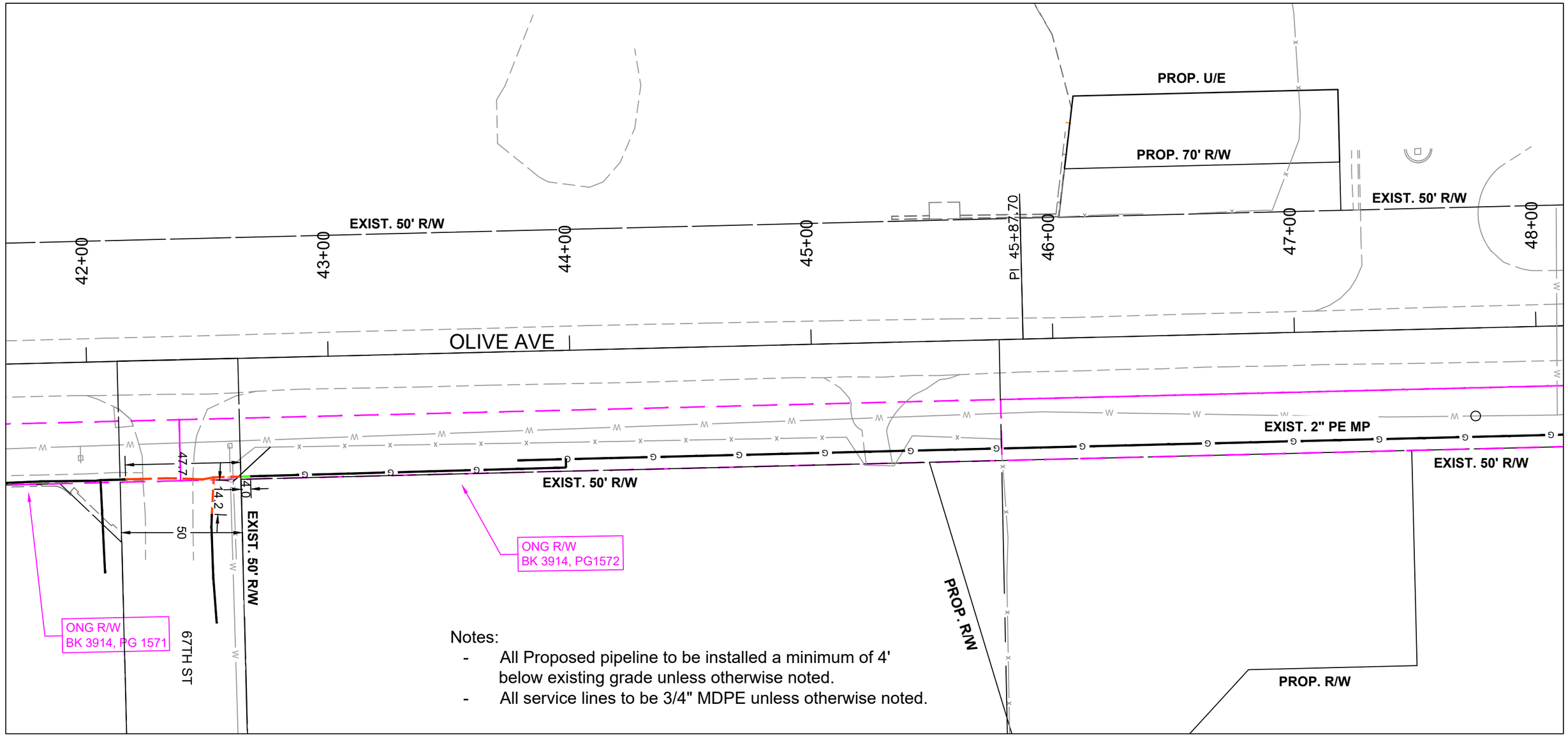

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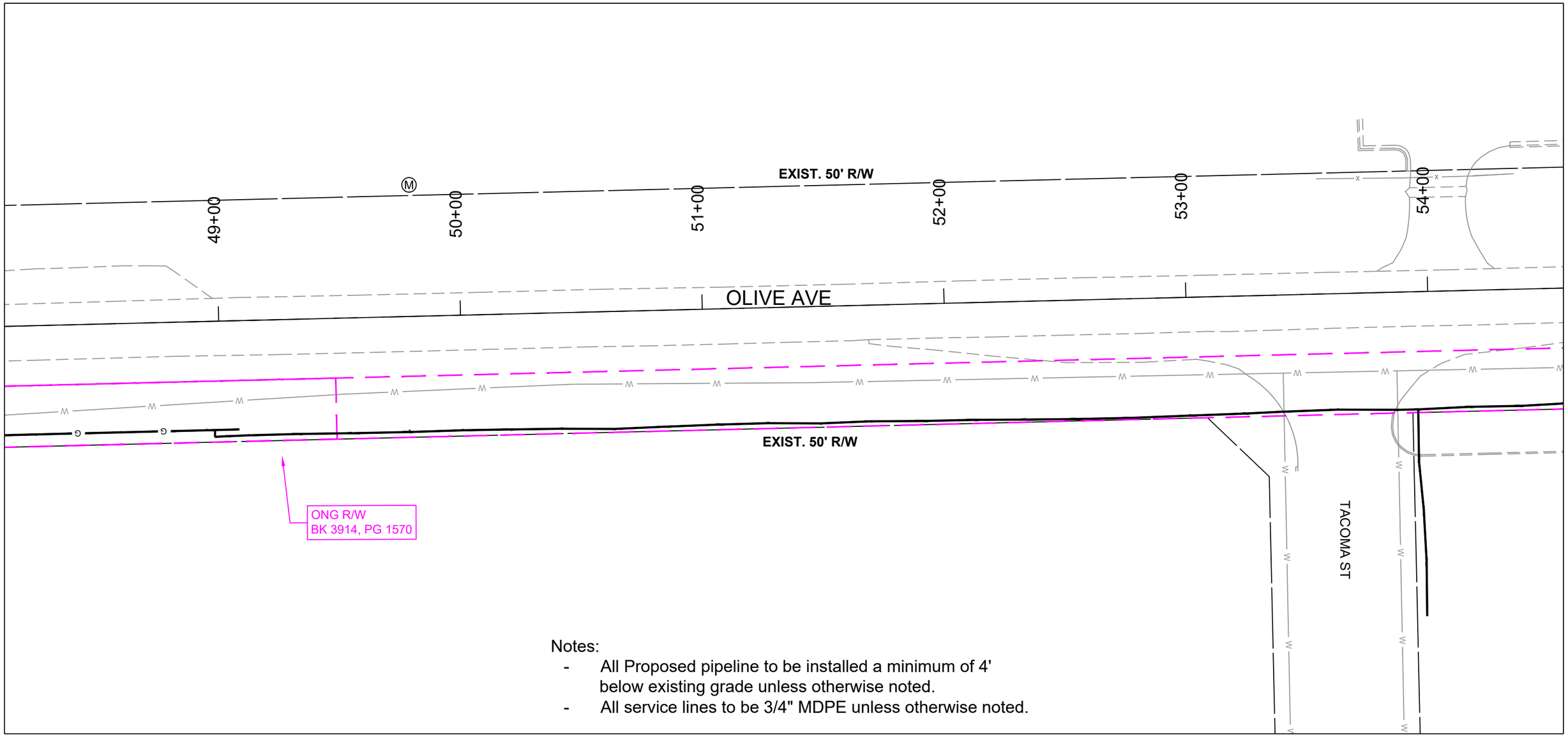

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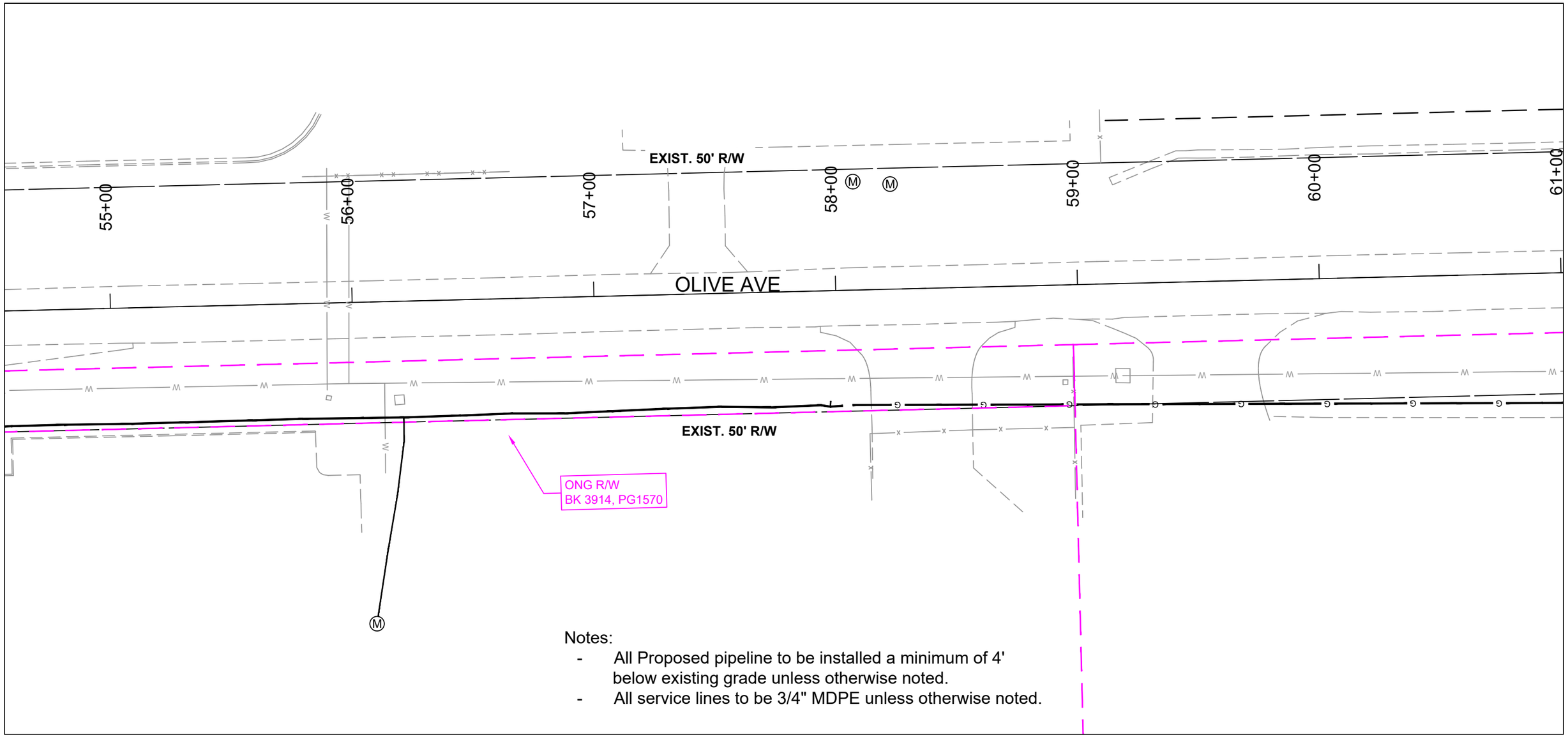

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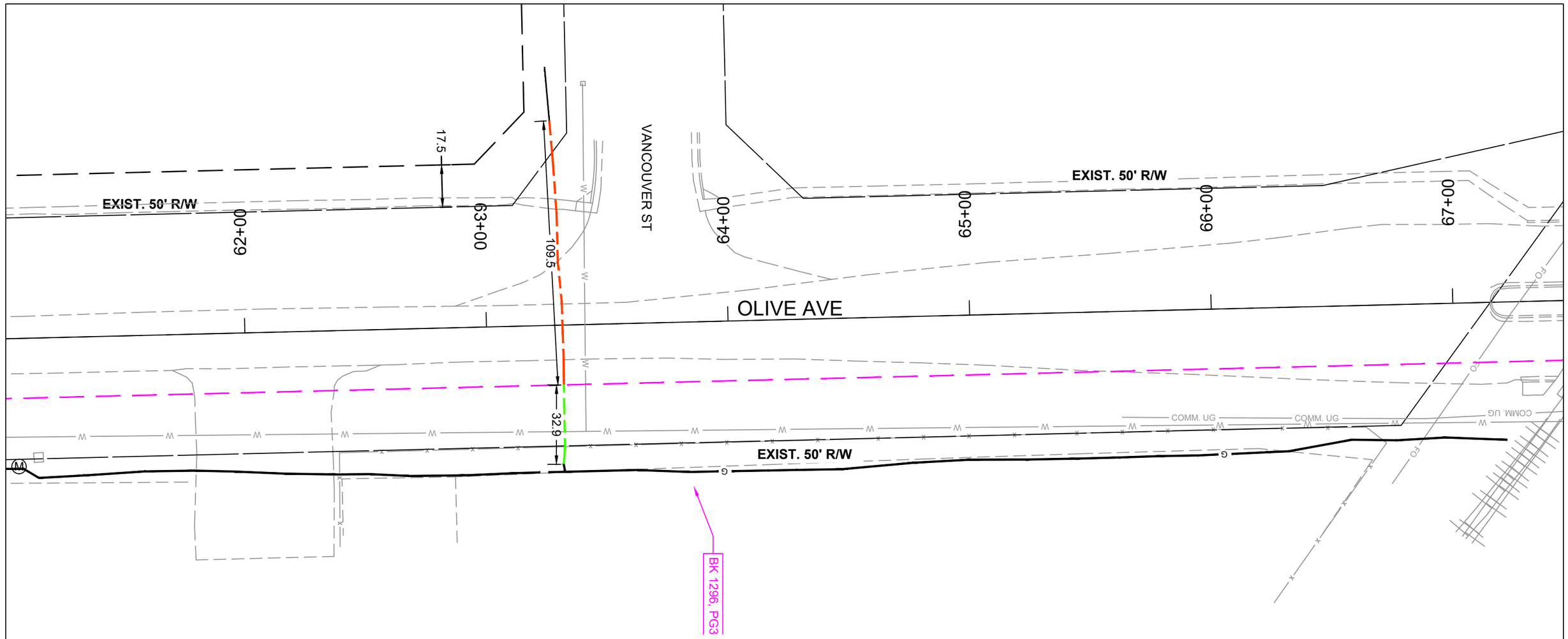

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Line	Length	Reim?	Main
1	109.5	N	Y
2	32.9	Y	Y
3	4.0	Y	Y
4	14.2	N	Y
5	47.7	N	Y
6	63.8	N	Y
7	11.5	Y	Y
8	9.8	Y	Y
9	106.6	Y	Y
10	16.8	N	Y
11			
12			
13			
14			
15			
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42			
43			
44			

In ROW	164.8	0.395356
Out of ROW	252.0	0.604644
Total	416.8	

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BOOK 3916 PAGE 601

59227

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FORM 428 11-59

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between John D. Mayo and Lillian C. Mayo, husband and wife; Allene T. Mayo, a widow and a single person; Virginia Mayo Ownby, a widow and a single person; Cass Allen Mayo, Jr. and Ruth Hall Mayo, husband and wife hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

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

A gas line to be installed within the West 50 feet of the S/2 SW/4 of Section 4, Township 18 North, Range 14 East.

STATE OF OKLAHOMA
TULSA COUNTY
FILED FOR RECORD
FEB 9 2 27 PM '70
CLYDE MILLENINGER
COUNTY CLERK

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 22nd day of JANUARY, 1970.

Cass Allen Mayo, Jr.

Ruth Hall Mayo

John D. Mayo

Lillian C. Mayo

Allene T. Mayo

Virginia Mayo Ownby

STATE OF OKLAHOMA
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 22 day of January, 1970, personally appeared Cass Allen Mayo, Jr, Ruth Hall Mayo, John D. Mayo, Lillian C. Mayo, Allene T. Mayo, Virgina Mayo Ownby to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

NOTARY PUBLIC
My Commission Expires:
July 21, 1973

Betty Warren
Notary Public

RECORDING DATA

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

AGREE

Negotiated by J. R. Lillard Rods 80

Line A-600 Service J. O. 515-14-73 R/W#

Entered Indexed

2.1660

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

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

_____
Notary Public.

My Commission Expires _____

ocument ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

BOOK 3914 PAGE 1573 57147

FORM 428 11-59

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between Loren L. Lewis and Florida P. Lewis husband and wife hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

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

A gas line to be installed within the West 50 feet of the South 320 feet of the SW/4 NW/4 SW/4 of Section 4, Township 18 North, Range 14 East.

4-18N-14E

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

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

Loren L. Lewis

Florida P. Lewis

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
JAN 22 2 42 PM '70
CLYDE WINTERRINGER
COUNTY CLERK

STATE OF OKLAHOMA
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 11 day of December, 1969, personally appeared Loren L. Lewis and Florida P. Lewis, husband and wife to me known to be the identical person s who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

My Commission Expires Sept. 14, 1971

J. R. Lillard
Notary Public

RECORDING DATA

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

AGREE

N R T

Negotiated by J. R. Lillard Rods 19

Line A-600 Service J. O. 515-14-73 R/W#

Entered Indexed

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss.

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

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

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

_____
Notary Public.

My Commission Expires _____

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

Tulsa County Clerk - EARLENE WILSON

Doc# 02009647 Pgs 1 B/P 6677/2283-2283

Receipt # 560303 01/22/02 14:08:25

Fee 13.00

000560303001

RIGHT OF WAY AGREEMENT

Form 428 (1-00) OK-108C4-77

M

THIS AGREEMENT, made and entered into by and between **JOHN BEN EITEL and ELAINE G. EITEL, Husband and wife** hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a Division of ONEOK, Inc., an Oklahoma corporation, hereinafter called the Grantee.

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

2283

The South 15 ft. of the North 315 ft. of the SW/4 NW/4 SW/4 Section 4-T18N-R14E LESS AND EXCEPT 30 ft. along the *West side* for road purposes thereof.

6677

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops and premises, which may be suffered by reason of laying, relaying, maintaining, operating or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 19 day of December, 2001.

John Ben Eitel

Elaine G. Eitel

ENTERED 1-29-02

SCANNED

INDEXED

STATE OF Texas)
) SS.
COUNTY OF Jefferson)

This instrument was acknowledged before me on the 19th day of December, 2001, by John Ben Eitel and Elaine G. Eitel.

My Commission Expires: March 16, 2005

Marla Miller NOTARY PUBLIC

Negotiated by Tom Schellhorn Rods 40 N? Line Broken Arrow Distri. J.O. 021.051.2142.010001 RW#

82
999469
1-8-02

Marla R. Miller
Notary Public, State of Texas
My Commission Expires
MARCH 16, 2005

COUNTY CLERK TULSA COUNTY OKLAHOMA

R+J Oklahoma Natural Gas Co. PO Box 871 Tulsa, OK 74102

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

5227 131 A00002.00 I

BOOK 3914 PAGE 1571 57145

FORM 426 11-59

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between

Boyd Cook and Littie Cook, husband and wife

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

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

A gas line to be installed within the West 50 feet of the North 340 feet of the NW/4 NW/4 SW/4 of Section 4, Township 18 North, Range 14 East.

4-18N-14E

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

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

Boyd Cook

Boyd Cook

Littie Cook

Littie Cook

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
JAN 22 2 42 PM '70
CLYDE WINTERRINGER
COUNTY CLERK

STATE OF OKLAHOMA } SS.
COUNTY OF TULSA }

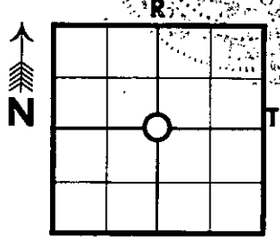
Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 11 day of December, 1969, personally appeared Boyd Cook and Littie Cook, husband and wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

My Commission Expires: My Commission Expires Sept. 14, 1971

J. R. Lillard
Notary Public

RECORDING DATA



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

Negotiated by J. R. Lillard Rods 2-1

Line A-600 Service J. O. 515-14-73 R/W#

Entered Indexed

2 665

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss.

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

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

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

_____
Notary Public.

My Commission Expires _____

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

5222 131 A00002.00 I

BOOK 3914 PAGE 1572

57146

FORM 426 11-59

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between

Charles R. Eitel, for himself and as attorney in fact for John Ben Eitel

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

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

A gas line to be installed within the West 50 feet of the South 295 feet of the NW/4 NW/4 SW/4 and the West 50 feet of the North 315 feet of the SW/4 NW/4 SW/4 of Section 4, Township 18 North, Range 14 East.

4-18N-14E

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 31st day of DECEMBER, 1969

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
JAN 22 2 42 PM '70
CLYDE WINTERRINGER
COUNTY CLERK

Charles R. Eitel, for himself and as attorney in fact for John Ben Eitel

Charles R. Eitel

STATE OF OKLAHOMA
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 31 day of December, 1969, personally appeared Charles R. Eitel, for himself and as attorney in fact for John Ben Eitel to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

J. R. Lillard
Notary Public

My Commission Expires:
My Commission Expires Sept. 14, 1971

RECORDING DATA

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

AGREE

Negotiated by J. R. Lillard Rods 37

Line Service Line J. O. 515-14-73 R/W# A-600

Entered Indexed

2.00

667

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

_____

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

_____

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

_____

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss.

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

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

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

_____
Notary Public.

My Commission Expires _____

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

BOOK 3914 PAGE 1570

57144

5228 131 A00002.00 I

FORM 428 11-59

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between

Clint Cross and Melba M. Cross, husband and wife

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

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

A gas line to be installed within the West 50 feet of the SW/4 NW/4 of Section 4, Township 18 North, Range 14 East.

4-18N-14E

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

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

Clint Cross

Melba M. Cross

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
JAN 22 2 42 PM '70
CLYDE WINTERRINGER
COUNTY CLERK
Sue Jordon

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 17 day of January, 1970, personally appeared Clint Cross and Melba M. Cross, husband and wife

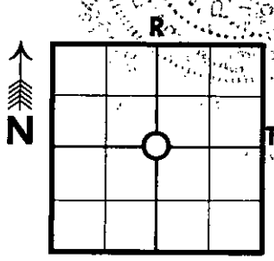
to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

J. R. Lillard
Notary Public

My Commission Expires:
My Commission Expires Sept. 14, 1971

RECORDING DATA



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

AGREE

Negotiated by J. R. Lillard Rods P.O.

Line A-600 Service J. O. 515-14-73 R/W#

Entered Indexed

2.0 669

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

_____

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

_____

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

_____

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss.

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

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

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

_____
Notary Public.

My Commission Expires _____

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

OKLAHOMA NATURAL GAS COMPANY

POST OFFICE BOX 871

TULSA, OKLAHOMA 74102

December 22, 1969

Mr. Clint Cross
5319 South Irvington
Tulsa, Oklahoma 74135

Dear Mr. Cross:

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

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

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

Sincerely,

J. W. Williams

J. W. Williams

OKLAHOMA NATURAL GAS CO.

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

Form 11—9-35

578481

RIGHT OF WAY AGREEMENT

BOOK 1296 PAGE 313

THIS AGREEMENT made and entered into by and between Boline Anderson (a widow), hereinafter called the Grantor, and Oklahoma Natural Gas Company, a corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor for and in consideration of the sum of One and More Dollars to him in hand paid by said Grantee, the receipt of which is hereby acknowledged, and for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to the said Grantee, the Right of Way to lay, maintain, operate, relay and remove a pipe line for the purpose of the transportation of Gas, with right of ingress and egress to and from the same, on, over and through certain lands situated in the County of Tulsa State of Oklahoma, described as follows, to-wit: North Half of the Northwest Quarter of Section (4) twp 18 North Range 14 East (N½ of NW¼)

Except N. 50'

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the said Grantor is to fully use and enjoy the said premises, except the easement for the purpose hereinbefore granted to said Grantee.

2. That said Grantee hereby covenants to bury its pipe so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its line of pipe.

4. That the Grantee shall pay all damages to fences, crops and premises, which may be suffered by reason of laying, maintenance, operation or alteration of said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This contract shall bind and run in favor of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals, this 12 day of Oct, 1938.

Boline Anderson

I hereby certify that this instrument was filed for record in my office at 1938 NOV 9 AM 8 16

AGREE

STATE OF OKLAHOMA, COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this 12th day of Oct, 1938, personally appeared Boline Anderson a Widow

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

Witness my hand and official seal.

C E Heath
Notary Public.

My Commission expires July 26, 1942

CW (Rebecca Johnson #1)

672

Document ID: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

R/W No. _____ Line C.W. (REBECCA JOHNSON #1)
JOB ORDER #625 . BAUDET & MOORE

578481

DIRECT

Anderson INDIRECT

to

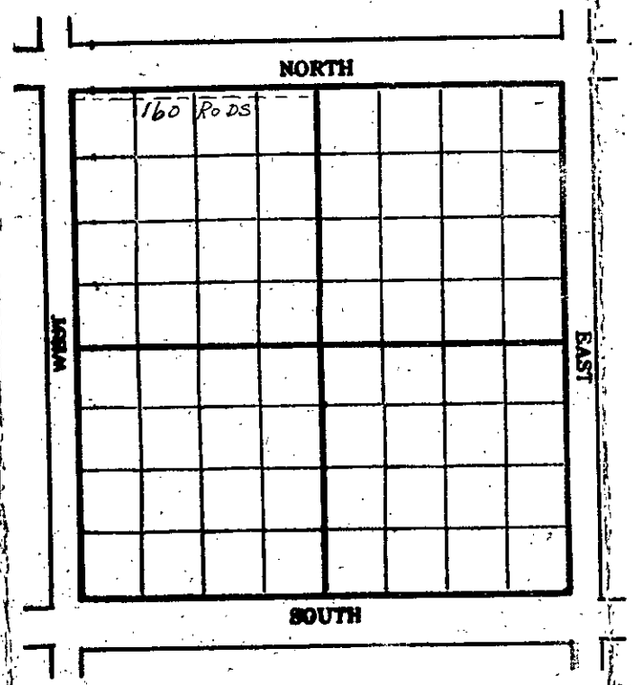
Okla Nat. Gas Co-

Sec. 4 Twp. 18N Range 14E

County Tulsa Bales Twp.

Grantor Boline Anderson, a widow

P. O. _____



To C.W. (Alice Drew #1)

When Recorded Return to
Oklahoma Natural Gas Company
P. O. Box 871,

Land & Lease Department, Tulsa, Okla.

Negotiated by C E Heath

Entered PS Indexed PS

4-18-14

673

Document ID: 0b5d139d5fe1e77cf7b05dcff0f09535e1168c2c94fd24fc714a3489ea8a6aa

Signature Certificate

Envelope Ref:80bf9b34ba84b3c051c9a0ec52c36228c7b79adf

Author:	Cody Yost	Creation Date:	09 Mar 2026, 07:57:58, PDT	Completion Date:	09 Mar 2026, 13:09:45, PDT

Document Details:

Name: 260309 - Reimbursement Agreement (ST1710 North)

Type:

Document Ref: 0b5d139d5fe1e77cf7b05dcff0f0f9535e1168c2c94fd24fc714a3489aa8a6aa

Document Total Pages: 46

Document Signed By:

Name:	Morgan Pilkington
Email:	OKE19789@onegas.com
IP:	12.216.62.6
Location:	TULSA, OK (US)
Date:	09 Mar 2026, 11:37:09, PDT
Consent:	eSignature Consent Accepted
Security Level:	Email

Morgan Pilkington
Signer ID: ZKSPOYPP15...

Name:	Cody Yost
Email:	cody.yost@onegas.com
IP:	12.216.62.6
Location:	TULSA, OK (US)
Date:	09 Mar 2026, 08:01:44, PDT
Consent:	eSignature Consent Accepted
Security Level:	Email

Cody Yost
Signer ID: 9FPJOYWSZ4...

Name:	Tonya Means
Email:	oke22014@onegas.com
IP:	12.216.62.6
Location:	TULSA, OK (US)
Date:	09 Mar 2026, 12:03:14, PDT
Consent:	eSignature Consent Accepted
Security Level:	Email

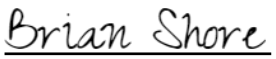
Tonya Means
Signer ID: CXRFWC1112...

Name:	David Williams

David Williams
Signer ID: 0GDQEC3D5M...

Email:	david.williams@onegas.com
IP:	12.216.62.6
Location:	TULSA, OK (US)
Date:	09 Mar 2026, 12:58:23, PDT
Consent:	eSignature Consent Accepted
Security Level:	Email
Name:	OKE11872@onegas.com Meghan A.
Email:	meghan.booker@onegas.com
IP:	12.216.62.6
Location:	TULSA, OK (US)
Date:	09 Mar 2026, 11:34:27, PDT
Consent:	eSignature Consent Accepted
Security Level:	Email
Name:	Brian Shore
Email:	brian.shore@onegas.com
IP:	12.216.62.6
Location:	TULSA, OK (US)
Date:	09 Mar 2026, 13:09:45, PDT
Consent:	eSignature Consent Accepted
Security Level:	Email

Signer ID: USOQRW1GH7...


Signer ID: SMGCEWBDEM...

Document History:

Envelope Created	Cody Yost created this envelope on 09 Mar 2026, 07:57:58, PDT
Invitation Sent	Invitation sent to Cody Yost on 09 Mar 2026, 08:01:38, PDT
Invitation Accepted	Invitation accepted by Cody Yost on 09 Mar 2026, 08:01:38, PDT
Signed by Cody Yost	Cody Yost signed this Envelope on 09 Mar 2026, 08:01:44, PDT
Invitation Sent	Invitation sent to OKE11872@onegas.com Meghan A. on 09 Mar 2026, 08:01:44, PDT
Invitation Accepted	Invitation accepted by OKE11872@onegas.com Meghan A. on 09 Mar 2026, 11:26:21, PDT
Signed by OKE11872@ onegas.com Meghan A.	OKE11872@onegas.com Meghan A. signed this Envelope on 09 Mar 2026, 11:34:27, PDT
Invitation Sent	Invitation sent to Morgan Pilkington on 09 Mar 2026, 11:34:28, PDT
Invitation Accepted	Invitation accepted by Morgan Pilkington on 09 Mar 2026, 11:36:17, PDT
Signed by Morgan Pilkington	Morgan Pilkington signed this Envelope on 09 Mar 2026, 11:37:09, PDT
Invitation Sent	Invitation sent to Tonya Means on 09 Mar 2026, 11:37:10, PDT
Invitation Accepted	Invitation accepted by Tonya Means on 09 Mar 2026, 12:01:51, PDT
Signed by Tonya Means	Tonya Means signed this Envelope on 09 Mar 2026, 12:03:14, PDT
Invitation Sent	Invitation sent to David Williams on 09 Mar 2026, 12:03:14, PDT

Invitation Accepted	Invitation accepted by David Williams on 09 Mar 2026, 12:57:59, PDT
Signed by David Williams	David Williams signed this Envelope on 09 Mar 2026, 12:58:23, PDT
Invitation Sent	Invitation sent to Brian Shore on 09 Mar 2026, 12:58:23, PDT
Invitation Accepted	Invitation accepted by Brian Shore on 09 Mar 2026, 13:09:28, PDT
Signed by Brian Shore	Brian Shore signed this Envelope on 09 Mar 2026, 13:09:45, PDT
Executed	Document(s) successfully executed on 09 Mar 2026, 13:09:45, PDT
Signed Document(s)	Link emailed to cody.yost@onegas.com
Signed Document(s)	Link emailed to meghan.booker@onegas.com
Signed Document(s)	Link emailed to OKE19789@onegas.com
Signed Document(s)	Link emailed to oke22014@onegas.com
Signed Document(s)	Link emailed to david.williams@onegas.com
Signed Document(s)	Link emailed to brian.shore@onegas.com

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CROSS TIMBERS CONSULTING
FOR
TUCSON VILLAGE DRAINAGE IMPROVEMENTS
PROJECT SW26200

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Cross Timbers Consulting, (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to mitigate stormwater flows from an undeveloped lot that flows onto private property (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

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

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

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

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

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

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

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction

unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

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

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

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

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

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

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

ARTICLE 16 - DELAY IN PERFORMANCE
Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

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

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

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

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

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

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

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

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that they:

24.1.1 Have complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and

Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and

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

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

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

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

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

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

ARTICLE 26 - COMMUNICATIONS

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

OWNER: City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Mr. Charlie Bright, P.E.
Director of Engineering and Construction

CONSULTANT: Cross Timbers Consulting, LLC
P.O.Box 67 Alex, OK 74003
918.348.9916

Contact Name: Rachael Cooper, P.E.
Managing Director

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

ARTICLE 27 – ELECTRONIC SIGNATURES

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

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: _____

Arledge & Associates PC

CONSULTANT:
Cross Timbers Consulting, LLC

By: Thomas Edwards
Thomas Edwards, President

Date: 3/9/26

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: _____
Officials Full Name, Office

Date: 3/16/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of McClain)

Before me, a Notary Public, on this 9th day of March, 2026, personally appeared Thomas Edwards, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Cross Timbers Consulting, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
8/23/28

Megan Hightower
Notary Public

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
TUCSON VILLAGE DRAINAGE IMPROVEMENTS
PROJECT SW26200

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 24th day of March, 2026.

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the stormwater mitigation caused by stormwater flow from an undeveloped area located south of the Tuscon Village Subdivision of Broken Arrow. These documents shall include, but not be limited to, the following: construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

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.

2.0 PROJECT SCOPE

2.1 CONSULTANT shall perform survey services, prepare construction and bid plans necessary to properly mitigate the stormwater flows from an offsite lot that discharge onto the neighborhood.

2.2 CONSULTANT shall provide temporary easement and drainage easement exhibits. The OWNER will be responsible for all filing and associated fees.

2.3 OWNER shall provide existing hydrology reports, plans, and any other pertinent flow data for this project.

2.4 CONSULTANT shall provide consulting services as follows:
Survey Services and Coordination
Construction Plans
Bid Plans & Assistance

2.5 Assistance during construction services, including the review of construction submittals and response to RFIs will be negotiated at a later date if required by the OWNER.

2.6 Neither OWNER nor CONSULTANT will perform utility potholing. Any impacts to existing utility facilities within the right-of-way will be the responsibility of the OWNER.

3.0 SCOPE OF SERVICES

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

3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
3.1.4 Meet with the Owner to discuss review comments on each phase of the project and incorporate appropriate comments into following phase.

3.2 CONCEPTUAL DESIGN PHASE (30%): Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.2.1 Evaluate existing drainage system, capacity and conditions. Provide conceptual plan schematics for stormwater mitigation.
3.2.2 Prepare Topographic/Land survey.
3.2.3 Prepare a budgetary cost estimate for the proposed improvements.
3.2.4 Submit one (1) PDF copy of the conceptual design for review by the OWNER
3.2.5 The Conceptual Design Phase submittal shall include:
-Land Survey
-Conceptual (30%) Plans
-Conceptual (30%) Cost Estimate

3.3 PRELIMINARY DESIGN PHASE (60%): Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.3.1 Prepare preliminary (60%) drawings for proposed construction.
3.3.2 Prepare easement documents.
3.3.3 Prepare preliminary (60%) construction cost estimate.
3.3.4 Attend one (1) meeting to review preliminary (60%) plans.
3.3.5 Submit one (1) PDF copy of preliminary (60%) construction plans and cost estimate, to the OWNER for distribution and review.

3.4 FINAL DESIGN PHASE (100%): Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.3.1 Prepare final (100%) drawings for proposed construction.
3.3.2 Prepare final (100%) construction cost estimate.

3.3.3 Attend meeting to review final (100%) plans.
3.3.4 Submit one (1) PDF copy of final (100%) construction plans and cost estimate, to the OWNER for distribution and review.

3.4 BID DOCUMENTS.

3.4.1 Incorporate final design review comments and furnish one (1) complete set of full-size drawings and contract documents, one (1) unbound set of reduced-size (11" x 17") drawings, and one (1) set of final drawings on electronic media (AutoCAD 2013 or earlier version), and one (1) master set of final specifications on electronic media and paper.

3.5 BID ASSISTANCE PHASE:

3.5.1 Answer questions from prospective bidders that are forwarded to the A/E from the City.

3.6 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.

3.7 RECORD DRAWINGS.

3.7.1 Upon completion of construction, the CONSULTANT will incorporate the contractor's red-line markups of the construction drawings and submit one (1) set of record drawings on electronic media (AutoCAD 2024 or earlier version).

ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
TUCSON VILLAGE DRAINAGE IMPROVEMENTS
PROJECT SW26200

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the 24th day of March, 2026.

1.0 **CONSEPTUAL PLANS:** The CONSULTANT shall submit in-full, conceptual (30%) plans, specification, and cost estimate in accordance with City requirements.

2.0 **PRELIMINARY PLANS:** The CONSULTANT shall submit in-full, preliminary (60%) plans, specifications, and cost estimate in accordance with City requirements.

3.0 **FINAL PLANS:** The CONSULTANT shall submit in-full, final (100%) plans, specifications, and cost estimate in accordance with City requirements.

4.0 **EASEMENT DOCUMENTS:** The CONSULTANT shall submit in-full, easements required for construction and overland drainage in accordance with City requirements.

5.0 **BID DOCUMENTS:** The CONSULTANT shall submit in-full, all bid documents in accordance with City requirements.

6.0 **RECORD DRAWINGS:** The CONSULTANT shall submit in-full, record drawings in accordance with City requirements.

ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
TUCSON VILLAGE DRAINAGE IMPROVEMENTS
PROJECT SW26200

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the 24th day of March, 2026.

1.0 BASIC COMPENSATION

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

1.1 Conceptual Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $20,200.00 for the completion of the Conceptual Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Preliminary Phase Payment: The OWNER shall pay the CONSULTNT a lump sum amount of $24,000.00 for the completion o the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $12,000.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 Bid Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $ 2,330.00 for preparation of record drawings in electronic media (AutoCAD 2013 or earlier version) and PDF format.

1.5 Construction Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion in future amendment.

1.6 Project Closeout Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $400.00 for preparation of record drawings in electronic media (AutoCAD 2024 or earlier version) and PDF format.

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

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2026 for architectural / engineering services.

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 D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
TUCSON VILLAGE DRAINAGE IMPROVEMENTS
PROJECT SW26200

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 24th day of March, 2026.

1.0 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
TUCSON VILLAGE DRAINAGE IMPROVEMENTS
PROJECT SW26200

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 24th day of March, 2026.

1.0 CONCEPTUAL DESIGN PHASE:

1.1 Notice to Proceed: TBD
1.2 Rough Conceptual Cost Estimate: 14 Calendar days from NTP
1.3 Land Survey: 45 calendar days from NTP
1.4 Prepare Conceptual (30%) Plans: 45 Calendar days from Land Survey
1.5 Submit Conceptual (30%) Plans: 60 Calendar days from Land Survey
1.6 Owner 30% Review: 20 Calendar days

2.0 PRELIMINARY DESIGN PHASE:

2.1 Prepare preliminary plans and specifications (60%): 20 Calendar days from Receiving Owner 30% Review Comments
2.2 Submit Preliminary (60%) plans and specification: 15 Calendar days from Receiving Owner 30% Review Comments
2.3 Owner 60% Review: 20 Calendar days

3.0 FINAL DESIGN PHASE:

3.1 Prepare Final Plans and specifications (100%): 20 Calendar days from Receiving Owner 60% Review Comments
3.2 Submit Final (100%) plans and specifications: 15 Calendar days from Receiving Owner 60% Review Comments
3.3 Owner 100% Review: 20 Calendar days

4.0 FINAL DESIGN PHASE:

4.1 Prepare Bid Documents (plans and specifications): 15 Calendar days from Receiving Owner 100% Review Comments
4.2 Submit Bid Documents: 5 Calendar days from Receiving Owner 100% Review Comments

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

[redacted]

Public Contract Application for Contractual Changes

Contract Change Order

FINAL

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

Project Name: RESIDENTIAL STREETS ASPHALT REPAIR & RESURFACING COLLEGE ADDITION PHASE I

Project Number: ST24170

PO Number: 9759117

Date of Application: Friday, January 16, 26

Contractor: CHEROKEE PRICDE CONSTRUCTION, INC.

Submitted By: Joe Vardasco

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) The overage and underrun bid items identified below demonstrate that the final quantity change order is based on the actual quantities placed in the field. Additional curb and gutter were added on 3rd Street between E. Freeport Street and E. Elgin Street, as there was no existing curb on either side of the roadway from the alley to the north. This work also included construction of two alley drive approaches and full-depth roadway patches measuring 24 feet by 30 feet and 12 feet by 30 feet due to roadway base failure.

Change in Contractual Project Time:

2) No change to contract time

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
101	202(A)	Unclassified Excavation	CY	$ 40.00	18	$ 720.00
105	303(A)	Aggregate Base Type A	CY	$ 60.00	18	$ 1,080.00
108	409(A)	Fabric Reinforcement	SY	$ 7.00	-5891	$ (41,237.00)
109	411(B)	Superpave, Type S3 (PG 64-22 OK)	TON	$ 98.00	-56.27	$ (5,514.46)
110	411(C)	Superpave, Type S4 (PG 64-22 OK)	TON	$ 112.00	389.74	$ 43,650.88
111	411 (E)	Superpave, Type S6 (PG 64-22 OK)	TON	$ 122.00	-330	$ (40,260.00)
113	609 (B)	Combined Curb & Gutter (6" Barrier)	LF	$ 50.00	400	$ 20,000.00
114	610 (A)	4" Concrete Sidewalk	SY	$ 100.00	99	$ 9,900.00
126	SP 2.0	Type 1 Patch Asphalt (Complete in Place)	SY	$ 300.00	72	$ 21,600.00
127	Special	Flowable	CY	$ 200.00	-10	$ (2,000.00)
					Total Change Cost:	$ 7,939.42

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 573,292.00
Current Change Order:	$ 7,939.42	Amended Contract Amount:	$ 581,231.42
Total Cost of Change Orders:	$ 7,939.42	Percent Change in Contract:	1.38%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 1 in the sum of: $ 7,939.42 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Harlan E. Yochum II		
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	2/4/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	2/18/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	3/10/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

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

or

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

Council Agenda Number: _____

City Clerk: _____

To:	**City of Broken Arrow Drainage Advisory Committee**
From:	**Patrick P. Wilson, P.E., CFM, Stormwater Division Manager**
Project Name:	**Zogg Channel**
Project Number:	**SW24100**
DAC Case Number:	**24-004**
DAC Agenda Number:	**24-561**
Allocated Funds:	**$30,000.00**
Basin:	**Broken Arrow Creek**
Funds Spent:	**$1,600.00**
Funds Remaining:	**$28,400.00**

Description: Citizens in the Oak Crest third Addition subdivision applied to the Drainage Advisory Committee to receive assistance, from the City, with the cleaning and repair of a drainage channel that flows through their back yards. The Drainage Advisory Committee recommended the expenditure of $30,000.00 to clean and repair the channel and reestablish the drainage path that conveys stormwater flows to the Arrowhead Park detention basin.

The City of Broken Arrow hired a tree service to clear the channel for $1,600.00.

See Page 2 for photographs.

Recommendation: Close the project and transfer the remaining funds back to the Broken Arrow Creek Basin fund.

Patrick P. Wilson 1/20/2026
Patrick P. Wilson, P.E. CFM
City of Broken Arrow
Stormwater Division Manager

Tara Kilpatrick 1/21/2026
Tara Kilpatrick
City of Broken Arrow
Budget Officer

Photos:

To:	**City of Broken Arrow Drainage Advisory Committee**
From:	**Patrick P. Wilson, P.E., CFM, Stormwater Division Manager**
Project Name:	**Woodcreek II Improvements**
Project Number:	**SW24030**
DAC Case Number:	**23-008**
DAC Agenda Number:	**23-1366**
Allocated Funds:	**$40,000.00**
Basin:	**Haikey Creek**
Funds Spent:	**$0.00**
Funds Remaining:	**$40,000.00**

Description: Citizens in the Woodcreek II subdivision applied to the Drainage Advisory Committee for assistance with mitigation of ground water seeping through driveways and sidewalks. The DAC recommended expenditure of $40,000.00 to design and install a possible solution. Communication with the citizens who applied for the assistance has ceased.

City has possible mitigation plan, upon contacting applicant and neighbors, received no response. Therefore, the project will be closed.

If the citizens wish to reapply for DAC funding in the future, they are welcome to, and the project can be revisited at that time.

Recommendation: Close the project and transfer the remaining funds back to the Haikey Creek Basin fund.

Patrick P. Wilson 10/17/2025
Patrick P. Wilson, P.E. CFM
City of Broken Arrow
Stormwater Division Manager

Tara Kilpatrick 12/17/2025
Tara Kilpatrick
City of Broken Arrow
Budget Officer

To:	**City of Broken Arrow Drainage Advisory Committee**
From:	**Patrick P. Wilson, P.E., CFM, Stormwater Division Manager**
Project Name:	**NEEDA Study**
Project Number:	**SW25020**
DAC Case Number:	**24-013**
DAC Agenda Number:	**24-1014**
Allocated Funds:	**$50,000.00**
Basin:	**Haikey Creek**
Funds Spent:	**$49,000.00**
Funds Remaining:	**$1,000.00**

Description: A Broken Arrow Citizen applied to the Drainage Advisory Committee for the rehabilitation of NEEDA Pond. The Drainage Advisory Committee recommended the expenditure of $50,000.00 to perform a Hydrologic and Hydraulic Analysis for NEEDA Pond.

The City of Broken Arrow contracted with Garver to perform the study. The study has been completed and the received by the City.

Recommendation: Close the project and transfer the remaining funds back to the Haikey Creek Basin fund.

Patrick P. Wilson 2/12/2026
Patrick P. Wilson, P.E. CFM
City of Broken Arrow
Stormwater Division Manager

Tara Kilpatrick 2/12/2026
Tara Kilpatrick
City of Broken Arrow
Budget Officer

To:	**City of Broken Arrow Drainage Advisory Committee**
From:	**Patrick P. Wilson, P.E., CFM, Stormwater Division Manager**
Project Name:	**Freeport & Cedar**
Project Number:	**SW26130**
DAC Case Number:	**25-013**
DAC Agenda Number:	**25-1069**
Allocated Funds:	**$20,000.00**
Basin:	**Haikey Creek**
Funds Spent:	**$214.50**
Funds Remaining:	**$19,785.50**

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 requested and Council approved expenditure of $20,000.00 of the 2018 General Obligation Bond Proposition 6 for mitigating the erosion and re-establishing the ditch along W. Freeport St.

The work was performed by the City's Streets and Stormwater team.

Recommendation: Close the project and transfer the remaining funds back to the Haikey Creek Basin fund.

Patrick P. Wilson 12/1/2025
Patrick P. Wilson, P.E. CFM
City of Broken Arrow
Stormwater Division Manager

Tara Kilpatrick 12/9/2025
Tara Kilpatrick
City of Broken Arrow
Budget Officer

Before

After

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
SALT DOME
PROJECT NUMBER: 2553230

1. PROFESSIONAL SERVICE PROVIDER:

a. Name: Timber Wolf Excavating, Inc.

b. Telephone No.: (918) 355-7458

c. Address: PO Box 636, Broken Arrow, OK 74013

2. PROJECT TITLE AND LOCATION: BROKEN ARROW SALT DOME LOCATED AT THE NORTHEAST CORNER OF N 23RD STREET AND OLD HWY 51.

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

4. Compensation: Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Five Thousand Five Hundred and No/100 ($5,500.00) 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. Firearms Industry Nondiscrimination: Professional Service Provider certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this Agreement. This clause applies only if Professional Service Provider is a company with at least ten (10) full-time employees and the Agreement value is at least $100,000 paid in whole or in part from BAMA funds.

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

a. This Contract
b. Attachment A to this Contract

c. Duly Authorized Amendments arising out of this Contract

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

13. Governing Law: This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

City of Broken Arrow, a municipal corporation:

By: Kenneth Schwab
Kenneth D. Schwab, Assistant City Manager-Operations

Date: 3/11/2026

Attest: Curtis Green
City Clerk [Seal]

Date: 3/11/2026

Professional Service Provider:
Timber Wolf Excavating, Inc.

By: Thomas Jessop
Name: THOMAS JESSOP

Title: MANAGING MEMBER

Date: MARCH 2, 2206

Attest:
By: Tyler Barlow
Name: TYLER B BARLOW
Title: MANAGING MEMBER

Date: MARCH 2, 2026

Approved as to form:

D. Graham Parker 3/11/2026
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 3rd day of March 2026, personally appeared Thomas Jessop, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Managing Member (Please circle or specify) of Timber Wolf Excavating, Inc. 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.

Alyssa Barlow
Notary Public

ALYSSA BARLOW
Notary Public - State of Oklahoma
Commission Number 19010048
My Commission Expires Oct 3, 2027

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
SALT DOME
PROJECT NUMBER: 2553230

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Foundation Design for Salt Dome in the City of Broken Arrow. Services will include one (1) Foundation Design including all supporting calculations and drawings, completed by a licensed engineer. 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 Report Document Deliverable: The Professional Service Provider shall provide a sealed structural foundation design report, which includes the following: Executive Summary; considered design criteria, recommendations for foundation: including dimensions, steel rebar size, and location, considered loading and supporting calculations.

3.2 Drawing Document Deliverable: Provide sealed construction documents of a foundation design to support the tensile structure system, where the design of this structure is provided by a third party.

3.3 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]

AGREEMENT
GAS FACILITIES RELOCATION
Olive St (129th), Kenosha (71st) to Norman St - South Phase (COBA# ST1710)
CITY OF BROKEN ARROW PROJECT NUMBER ST1710
TULSA COUNTY

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

City of Broken Arrow, Oklahoma, a municipal corporation, hereinafter called "City," has requested Company to relocate these facilities to accommodate the proposed construction of the referenced project as shown on plans therefore, the latest of which were received electronically by Company on August 12, 2025. City agrees to reimburse Company in the extent and manner hereinafter stated for that portion of the cost of relocating said facilities which is for the benefit of City.

Company proposes to perform the necessary relocation of its facilities in substantial accordance with the attached plan sheets and cost estimate(s). Company will bear the cost of relocating the portions of the facilities which do not occupy private rights-of-way. The City's share of the estimated cost of the necessary relocation will be $228,059 all of which is to be reimbursed to Company by City.

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

Brian Shore
Signer ID: SMGCEWBDEM
Secretary – Brian Shore

By: David Williams
Signer ID: 0GDQEC3D5M
Vice President of Operations – David Williams

Dated: 03/03/2026 PST

APPROVED AND ADOPTED by the City Council of the City of Broken Arrow this _____ day of

_____, 2026.

ATTEST:

CITY OF BROKEN ARROW
A MUNICIPAL CORPORATION

_____
City Clerk

_____
Mayor

APPROVED as to form and legality

D. Graham Parker
_____
City Attorney

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OKLAHOMA NATURAL GAS COMPANY

ESTIMATED GAS FACILITIES RELOCATION COST

Olive St (129th), Kenosha (71st) to Norman St - South Phase (COBA# ST1710)

CITY OF BROKEN ARROW

2/4/2026

Pipe Footage in Private Easement	=	890	ft
Pipe Footage in Public Easement	=	457	ft
Total Project Footage	=	1,347	ft
Estimated Project Cost (Like Kind and Size)	=	$345,267	
Estimated Project Cost (Actual Installation)	=	$387,121	
Betterment (Actual - Like Kind and Size)	=	$41,853	

Breakdown of Estimated Project Cost
Like Kind and Size

ONG Share	+	Entity Share	=	Total
457 / 1,347	+	890 / 1,347	=	1,347 / 1,347
33.95%	+	66.05%	=	100.00%
$117,208	+	$228,059	=	$345,267

Betterment Cost Allocation

Sub-Total Estimated Cost	=	Entity Share	+	Betterment		
Total Estimated ONG Cost	=	$117,208	+	$41,853	=	$159,061
Total Estimated Entity Cost	=	$228,059	+	$0	=	$228,059
Total Estimated Cost of Actual Replacement					=	**$387,121**

Composite Percentage of Project

ONG SHARE	=	**$117,208 / $387,121**	=	**30.28%**
ONG BETTERMENT	=	**$41,853 / $387,121**	=	**10.81%**
ENTITY SHARE	=	**$228,059 / $387,121**	=	**58.91%**

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Cost Summary Report

CUE Number	**51326**
CUE Description	ONG BROKEN ARROW 055 NDU - Olive St (129th), Kenosha (71st) to Norman St - South Phase (COBA# ST1710)
CUE Status	AFEAPPR
Parent WO	2025-1001344932
Capital Project Number	021.055.2980.010427
Project Function	055
Version Number	1
Version Description	Actual Install
Version Estimate Type	DESIGN
Version Estimate Status	AFEAPPR
Estimator ID	OKE12478
Estimator Name	Hubbard, Shane M.
Cost Center	2980
Project Funding Number	021.055.2989.FP010001
Funding Type	NDU
Target Start Date	Sep 26, 2025
Target Finish Date	Sep 26, 2028

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
Install Cost	6597.79	285408.41	1451.51	220.92	93441.98	0.00	387120.61	0.00	387120.61
SubTotal	6597.79	285408.41	1451.51	220.92	93441.98	0.00	387120.61		387120.61

Table 2

			Materials & Consumables			Labor Breakdown		Overheads				
WP #	Task Number	WP Description	Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH	Vehicle OH	Total Costs
20	CU	Mainline Labor	0	0.00	0.00	1207.20	282180.75	0.00	220.92	90684.14	0.00	374293.01
30	CU	Service Material	38.13	0.00	0.00	0.00	0.00	8.39	0.00	12.20	0.00	58.72
10	CU	Mainline Material	6,559.66	0.00	0.00	0.00	0.00	1443.12	0.00	2099.09	0.00	10101.87
40	CU	Service Labor	0	0.00	0.00	0.00	2020.46	0.00	0.00	646.55	0.00	2667.01
SubTotal			6,597.79	0.00	0.00	1,207.20	284,201.21	1,451.51	220.92	93,441.98	0.00	387,120.61

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	CAP,END,0.75 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		15	10	EACH	340000323
10	I			CONTRACT	0	CAP,END,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		8	4	EACH	340000065
10	I			CONTRACT	0	ELBOW,2 IN IPS,MDPE,BUTT FUSION,90 DEG, 100 PSIG,ASTM D2513		27.5	10	EACH	340000345
10	I			CONTRACT	0	TEE,2 IN IPS X 0.75 IN IPS,TAPPING,MD FUSION,CONVEN 0.80 IN CUTTER, 100 PSIG,ASTM D2513,BUTT OUTLET,W/ 12 IN SLEEVE AND PREP KIT		124.32	8	EACH	340000545
10	I			CONTRACT	0	CAP,END,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,ASTM D2513		8.6	2	EACH	340000080
10	I			CONTRACT	0	COUPLING,4 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		15.51	1	EACH	340000235
10	I			CONTRACT	0	ELBOW,4 IN IPS,MDPE,BUTT FUSION,90 DEG,DR11,100 PSIG,ASTM D2513		44.4	6	EACH	340000365

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	TEE,4 IN IPS X 2 IN IPS,TAPPING,HIG VOLUME,MDPE,E FUSION,DR 11,1.88 IN CUTTER,100 PSIG,ASTM D2513,NO SLEEVE		419.6	4	EACH	340000625
10	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YEL 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		309.6	1290	FEET	342000080
10	I	37600	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		19.5	50	FEET	330000020
10	I	37600	1590020	CONTRACT	0	PIPE,MDPE,2.00 IN IPS,DR 11,20 FT STICKS, 0.216 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW,F QTY 1760 FT		91	100	FEET	330000045
10	I	37600	1590040	CONTRACT	0	PIPE MDPE,STICK, 4.00 IN IPS,DR 11.5,40 FT STICKS,0.395 IN WALL,UNI OR BIMODAL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		126	40	FEET	330000060

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I	37600	1590040	CONTRACT	0	PIPE MDPE,COIL,4.00 IN IPS,DR 11.5,500 FT COIL,0.395 IN WALL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		4282.8	1290	FEET	330000065
10	I	37600	1832020	CONTRACT	0	VALVE,BALL,2 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,FULL PORT,ASTM D2513		230.34	3	EACH	340000895
10	I	37600	1832040	CONTRACT	0	VALVE,BALL,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,ASTM D2513		633.32	2	EACH	340000905
10	I			CONTRACT	0	TEE,4 IN IPS X 0.750 IN IPS,TAPPPING,M 0.80 IN CUTTER,ASTM D2513,BUTT OUTLET.W/ 12 IN SLEEVE,W/ ALCOHOL WIPE		42.62	2	EACH	340000603
10	I			CONTRACT	0	VALVE,IDENTIFIC TUBE,HEIGHT 60 IN,ABS,YELLOW LID STAMPED GAS VALVE GATE STEEL,HANDLEY		161.55	5	EACH	070000112

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
30	I			CONTRACT	0	TEE,4 IN X 0.75 IN IPS,TAPPING,MD FUSION,DR 11,0.80 IN CUTTER,100 PSIG,ASTM D2513,W/ 12 IN SLEEVE AND PREP KIT		20.7	1	EACH	340000781
30	I			CONTRACT	0	VALVE,EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 700,DR 11,12 IN LONG,APPROX MIN TRIP RATE 700 - 980 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D2513		11.13	1	EACH	340000830
30	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YEL 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		2.4	10	FEET	342000080
30	I	38020	1590007	CONTRACT	0	RETIRE-PIPE-PLASTIC 3/4 IN		0	39	FEET	GRETPPE3/4
30	I	38020	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		3.9	10	FEET	330000020

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Cost Summary Report

CUE Number	**51326**
CUE Description	ONG BROKEN ARROW 055 NDU - Olive St (129th), Kenosha (71st) to Norman St - South Phase (COBA# ST1710)
CUE Status	AFEAPPR
Parent WO	2025-1001344932
Capital Project Number	021.055.2980.010427
Project Function	055
Version Number	2
Version Description	Like Kind and Size
Version Estimate Type	COSTONLY
Version Estimate Status	ESTIMATED
Estimator ID	OKE12478
Estimator Name	Hubbard, Shane M.
Cost Center	2980
Project Funding Number	021.055.2989.FP010001
Funding Type	NDU
Target Start Date	Sep 26, 2025
Target Finish Date	Sep 26, 2028

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
Install Cost	2761.83	258176.61	607.61	220.92	83500.30	0.00	345267.27	0.00	345267.27
SubTotal	2761.83	258176.61	607.61	220.92	83500.30	0.00	345267.27		345267.27

Table 2

			Materials & Consumables			Labor Breakdown		Overheads				
WP #	Task Number	WP Description	Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH	Vehicle OH	Total Costs
20	CU	Mainline Labor	0	0.00	0.00	1207.20	254948.95	0.00	220.92	81969.96	0.00	338347.03
30	CU	Service Material	38.13	0.00	0.00	0.00	0.00	8.39	0.00	12.20	0.00	58.72
10	CU	Mainline Material	2,723.7	0.00	0.00	0.00	0.00	599.22	0.00	871.59	0.00	4194.51
40	CU	Service Labor	0	0.00	0.00	0.00	2020.46	0.00	0.00	646.55	0.00	2667.01
SubTotal			2,761.83	0.00	0.00	1,207.20	256,969.41	607.61	220.92	83,500.30	0.00	345,267.27

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	CAP,END,0.75 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		15	10	EACH	340000323
10	I			CONTRACT	0	CAP,END,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		8	4	EACH	340000065
10	I			CONTRACT	0	ELBOW,2 IN IPS,MDPE,BUTT FUSION,90 DEG, 100 PSIG,ASTM D2513		38.5	14	EACH	340000345
10	I			CONTRACT	0	TEE,2 IN IPS X 0.75 IN IPS,TAPPING,MD FUSION,CONVEN 0.80 IN CUTTER, 100 PSIG,ASTM D2513,BUTT OUTLET,W/ 12 IN SLEEVE AND PREP KIT		124.32	8	EACH	340000545
10	I			CONTRACT	0	CAP,END,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,ASTM D2513		4.3	1	EACH	340000080
10	I			CONTRACT	0	COUPLING,4 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		15.51	1	EACH	340000235
10	I			CONTRACT	0	ELBOW,4 IN IPS,MDPE,BUTT FUSION,90 DEG,DR11,100 PSIG,ASTM D2513		14.8	2	EACH	340000365

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YEL 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		333.6	1390	FEET	342000080
10	I			CONTRACT	0	TEE,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		8.1	3	EACH	340000670
10	I	37600	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		19.5	50	FEET	330000020
10	I	37600	1590020	CONTRACT	0	PIPE MDPE,COIL,2.00 IN IPS,DR 11,500 FT COIL, 0.216 IN WALL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		1173.9	1290	FEET	330000040
10	I	37600	1590020	CONTRACT	0	PIPE,MDPE,2.00 IN IPS,DR 11,20 FT STICKS, 0.216 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW,F QTY 1760 FT		91	100	FEET	330000045

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I	37600	1590040	CONTRACT	0	PIPE MDPE,STICK, 4.00 IN IPS,DR 11.5,40 FT STICKS,0.395 IN WALL,UNI OR BIMODAL,NO REGRIND ALLOWED,ASTM D2513,YELLOW		126	40	FEET	330000060
10	I	37600	1832020	CONTRACT	0	VALVE,BALL,2 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,FULL PORT,ASTM D2513		230.34	3	EACH	340000895
10	I	37600	1832040	CONTRACT	0	VALVE,BALL,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,ASTM D2513		316.66	1	EACH	340000905
10	I			CONTRACT	0	TEE,4 IN IPS X 0.750 IN IPS,TAPPPING,M 0.80 IN CUTTER,ASTM D2513,BUTT OUTLET.W/ 12 IN SLEEVE,W/ ALCOHOL WIPE		42.62	2	EACH	340000603
10	I			CONTRACT	0	VALVE,IDENTIFIC TUBE,HEIGHT 60 IN,ABS,YELLOW LID STAMPED GAS VALVE GATE STEEL,HANDLEY		161.55	5	EACH	070000112

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ONE Gas

Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
30	I			CONTRACT	0	TEE,4 IN X 0.75 IN IPS,TAPPING,MD FUSION,DR 11,0.80 IN CUTTER,100 PSIG,ASTM D2513,W/ 12 IN SLEEVE AND PREP KIT		20.7	1	EACH	340000781
30	I			CONTRACT	0	VALVE,EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 700,DR 11,12 IN LONG,APPROX MIN TRIP RATE 700 - 980 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D2513		11.13	1	EACH	340000830
30	I			CONTRACT	0	WIRE,SOLID,10 GA,HMW PE,COPPER,YEL 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		2.4	10	FEET	342000080
30	I	38020	1590007	CONTRACT	0	RETIRE-PIPE-PLASTIC 3/4 IN		0	39	FEET	GRETPPE3/4
30	I	38020	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,N REGRIND ALLOWED,ASTM D2513,YELLOW		3.9	10	FEET	330000020

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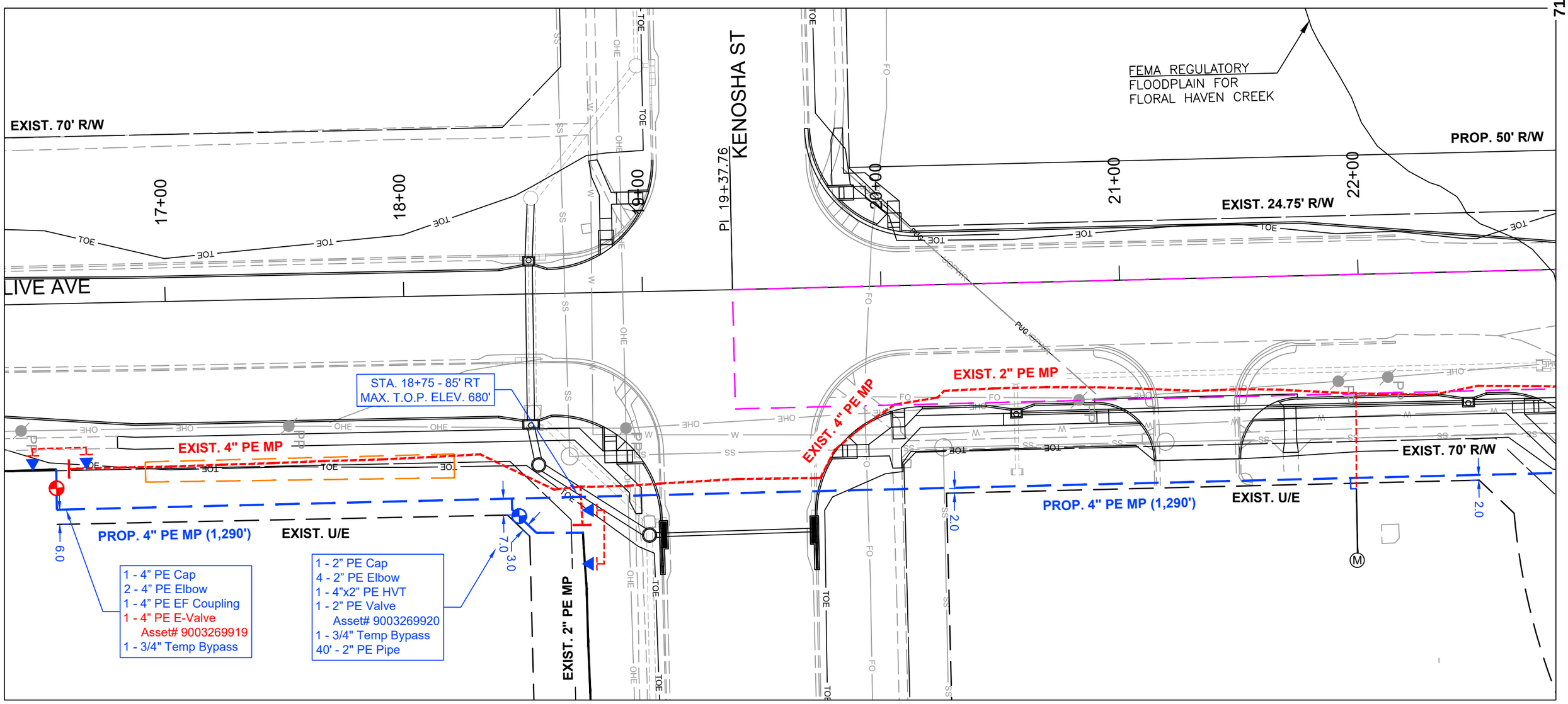

Notes:

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

0 10 20 40

SCALE: 1"=40'

EXIST. GAS

EXIST. GAS (Abandoned)

PROP. GAS

OKLAHOMA NATURAL GAS

A Division of ONE Gas

MISSION

Providing reliable natural gas services to customers in Oklahoma.

VISION

The customer's choice.

CORE VALUES

Ethics • Quality • Loyalty
Value • Service

REVISED			PRINTS ISSUED		
DATE	BY	ITEM	DATE	NO.	TO

OKLAHOMA NATURAL GAS COMPANY

CITY OF BROKEN ARROW

OLIVE AVE IMPROVEMENTS
TULSA COUNTY
ST1710 (South Phase)

DESIGNED	S.H.	SURVEY	NONE	DATE	9/10/25
DRAWN	SJBII	JO#		SCALE	AS SHOWN
CHECKED				SHEET NO.	1
FILE NO.		DWG. NO.		OF	2

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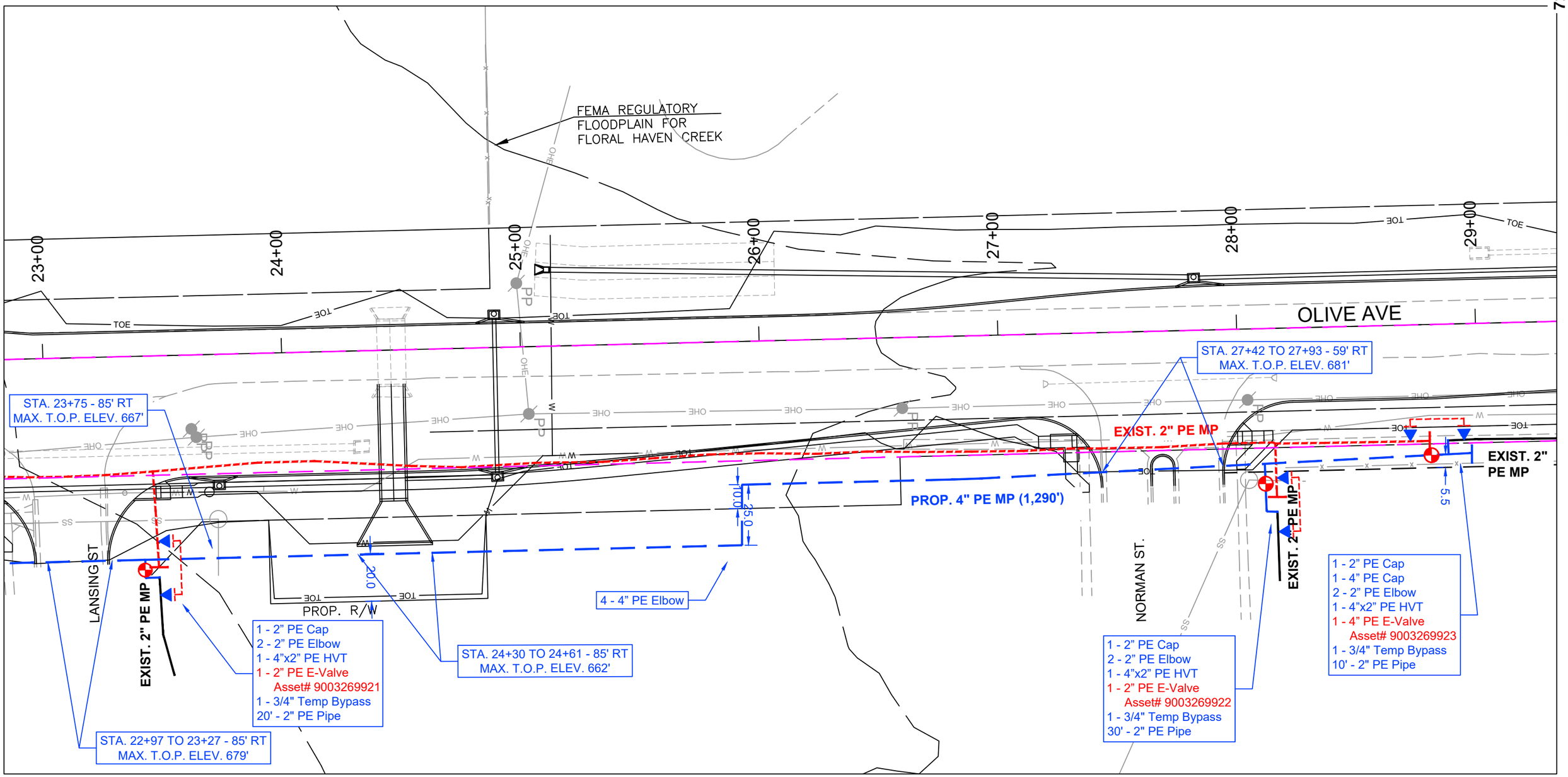

0 10 20 40

SCALE: 1"=40'

EXIST. GAS

EXIST. GAS (Abandoned)

PROP. GAS

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Value • Service

REVISED			PRINTS ISSUED		
DATE	BY	ITEM	DATE	NO.	TO

OKLAHOMA NATURAL GAS COMPANY

CITY OF BROKEN ARROW

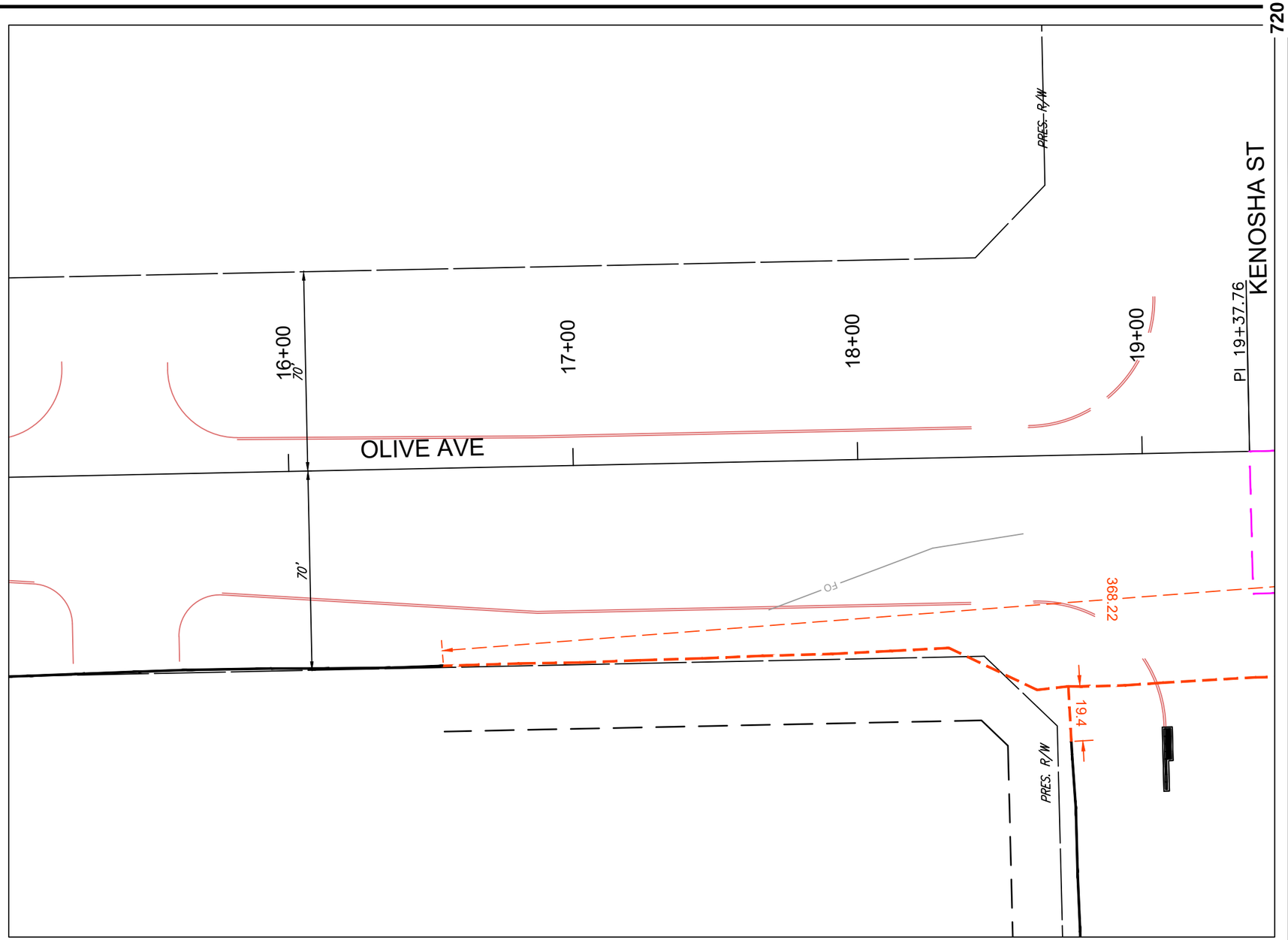
OLIVE AVE IMPROVEMENTS
TULSA COUNTY
ST1710 (South Phase)

DESIGNED	S.H.	SURVEY	NONE	DATE	9/10/25
DRAWN	SJBII	JO#		SCALE	AS SHOWN
CHECKED				SHEET NO.	2
FILE NO.		DWG. NO.		OF	2

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

Notes:

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



(Reimbursable)

(Non-Reimbursable)

0 10 20 40

SCALE: 1"=40'

OKLAHOMA NATURAL GAS

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Providing reliable natural gas services to customers in Oklahoma.

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Ethics • Quality • Loyalty
Value • Service

" "

REVISED			PRINTS ISSUED		
DATE	BY	ITEM	DATE	NO.	TO

OKLAHOMA NATURAL GAS COMPANY

CITY OF BROKEN ARROW

OLIVE AVE IMPROVEMENTS
TULSA COUNTY
ST1710

DESIGNED	S.H.	SURVEY NONE	DATE 8/21/25
DRAWN	SJBII	JO#	SCALE AS SHOWN
CHECKED			SHEET NO. 1
FILE NO.		DWG. NO.	OF 3

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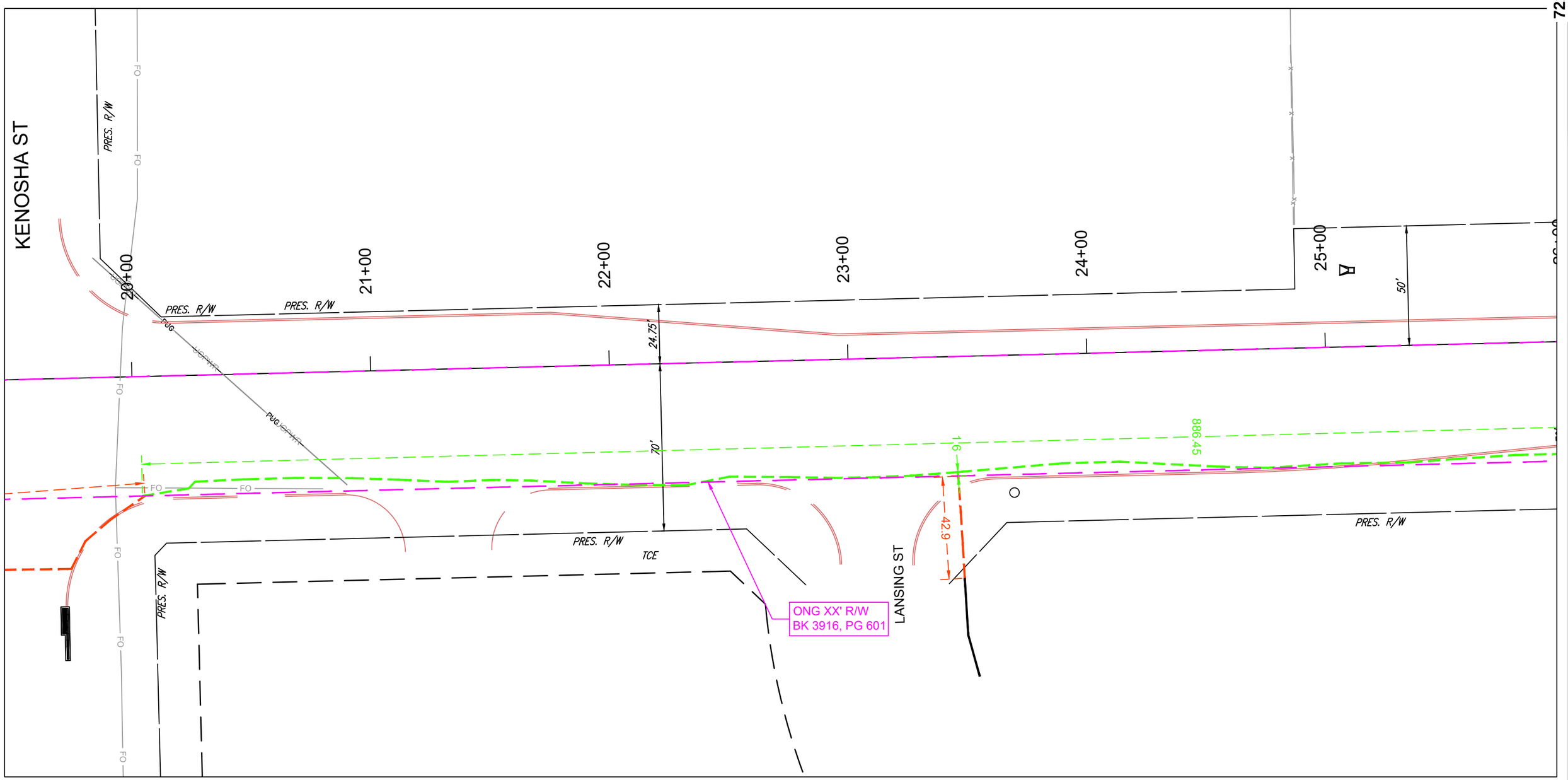


(Reimbursable)

(Non-Reimbursable)

0 10 20 40

SCALE: 1"=40'

OKLAHOMA NATURAL GAS

A Division of ONE Gas

MISSION

Providing reliable natural gas services to customers in Oklahoma.

VISION

The customer's choice.

CORE VALUES

Ethics • Quality • Loyalty
Value • Service

REVISED			PRINTS ISSUED		
DATE	BY	ITEM	DATE	NO.	TO

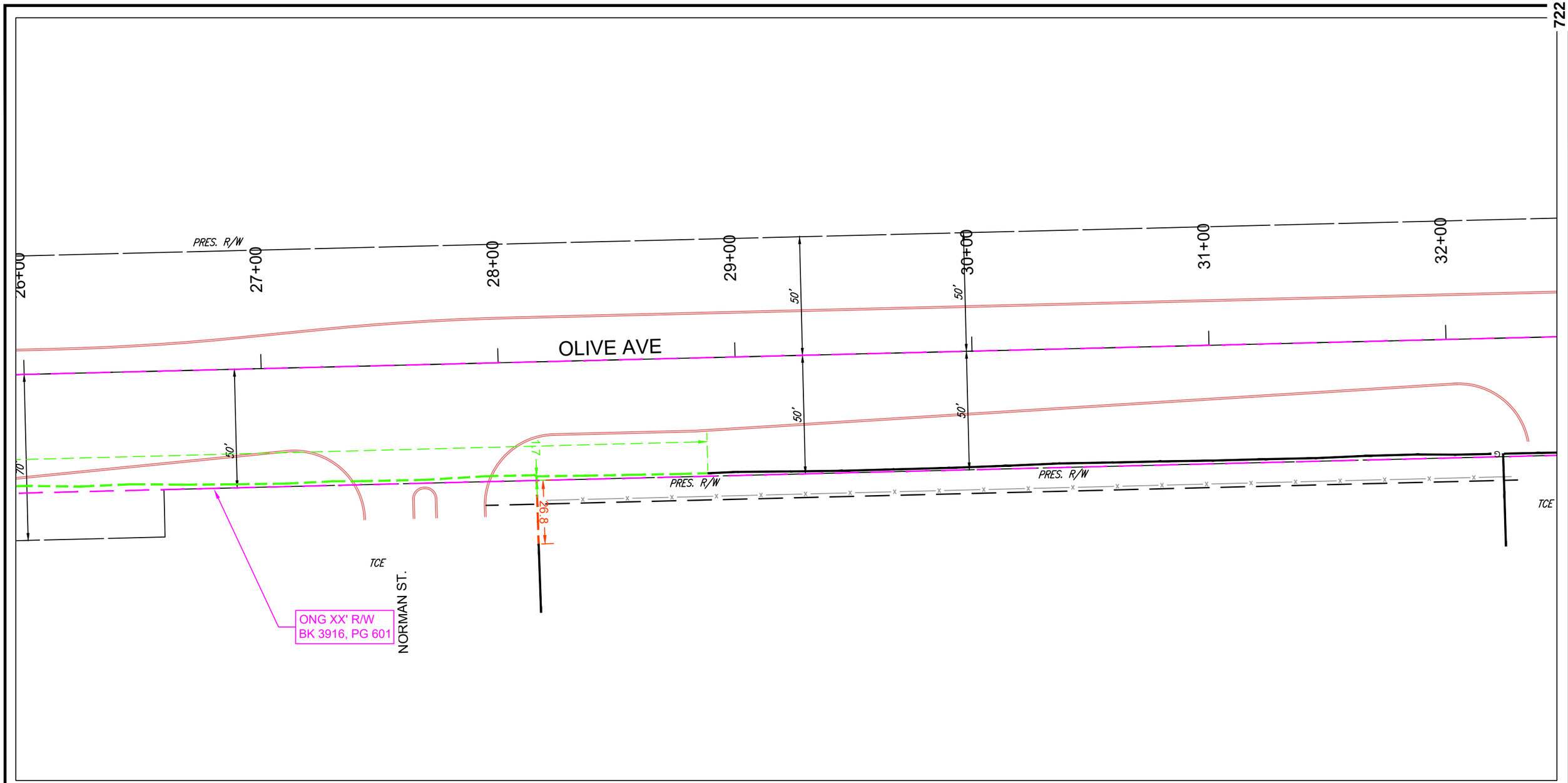
OKLAHOMA NATURAL GAS COMPANY

CITY OF BROKEN ARROW

OLIVE AVE IMPROVEMENTS
TULSA COUNTY
ST1710

DESIGNED	S.H.	SURVEY	NONE	DATE	8/21/25
DRAWN	SJBII	JO#		SCALE	AS SHOWN
CHECKED				SHEET NO.	2
FILE NO.		DWG. NO.		OF	3

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b



(Reimbursable)

(Non-Reimbursable)

0 10 20 40

SCALE: 1"=40'

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" "

REVISED			PRINTS ISSUED		
DATE	BY	ITEM	DATE	NO.	TO

OKLAHOMA NATURAL GAS COMPANY

CITY OF BROKEN ARROW

OLIVE AVE IMPROVEMENTS
TULSA COUNTY
ST1710

DESIGNED	S.H.	SURVEY NONE	DATE 8/21/25
DRAWN	SJBII	JO#	SCALE AS SHOWN
CHECKED			SHEET NO. 3
FILE NO.		DWG. NO.	OF 3

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

Line	Length	Reim?	Main
1	368.2	N	
2	19.4	N	
3	886.5	Y	
4	42.9	N	
5	1.7	Y	
6	26.8	N	
7	1.6	Y	
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
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37			
38			
39			
40			
41			
42			
43			
44			

In ROW	889.8	0.660508
Out of ROW	457.3	0.339492
Total	1347.1	

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

BOOK 3916 PAGE 601

59227

FE 9 70 159 A00002.30 I 2 30

FORM 428 11-59

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between John D. Mayo and Lillian C. Mayo, husband and wife; Allene T. Mayo, a widow and a single person; Virginia Mayo Ownby, a widow and a single person; Cass Allen Mayo, Jr. and Ruth Hall Mayo, husband and wife hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

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

A gas line to be installed within the West 50 feet of the S/2 SW/4 of Section 4, Township 18 North, Range 14 East.

STATE OF OKLAHOMA
TULSA COUNTY
FILED FOR RECORD
FEB 9 2 27 PM '70
CLYDE WILLENBROCK
COUNTY CLERK

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 22nd day of JANUARY, 1970.

Cass Allen Mayo, Jr.

Ruth Hall Mayo

John D. Mayo

Lillian C. Mayo

Allene T. Mayo

Virginia Mayo Ownby

STATE OF OKLAHOMA
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 22 day of January, 1970, personally appeared Cass Allen Mayo, Jr, Ruth Hall Mayo, John D. Mayo, Lillian C. Mayo, Allene T. Mayo, Virgina Mayo Ownby to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

NOTARY PUBLIC
My Commission Expires:
July 21, 1973

Betty Warren
Notary Public

RECORDING DATA

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

AGREE

Negotiated by J. R. Lillard Rods 80

Line A-600 Service J. O. 515-14-73 R/W#

Entered Indexed

2.1724

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss.

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

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

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

_____
Notary Public.

My Commission Expires _____

ocument ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

FE 9 70 159 A00002.30

BOOK 3916 PAGE 601

59227

FORM 428 11-59

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

A gas line to be installed within the West 50 feet of the S/2 SW/4 of Section 4, Township 18 North, Range 14 East.

STATE OF OKLAHOMA
TULSA COUNTY
FILED FOR RECORD
FEB 9 2 27 PM '70
CLYDE MILLENINGER
COUNTY CLERK

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 22nd day of JANUARY, 1970.

Cass Allen Mayo, Jr.

Ruth Hall Mayo

John D. Mayo

Lillian C. Mayo

Allene T. Mayo

Virginia Mayo Ownby

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 22 day of January, 1970, personally appeared Cass Allen Mayo, Jr, Ruth Hall Mayo, John D. Mayo, Lillian C. Mayo, Allene T. Mayo, Virgina Mayo Ownby to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

NOTARY PUBLIC
My Commission Expires:
July 21, 1973

Betty Warren
Notary Public

RECORDING DATA

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

AGREE

Negotiated by J. R. Lillard Rods 80

Line A-600 Service J. O. 515-14-73 R/W# _____

Entered _____ Indexed _____

2.1726

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal.

_____
Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

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

_____
Notary Public.

My Commission Expires _____

Document ID: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

Signature Certificate

Envelope Ref:a27af28da6838adc93af350d7e7c2f684efa8cd8

Author:	Cody Yost	Creation Date:	27 Feb 2026, 12:52:24, PST	Completion Date:	03 Mar 2026, 12:32:30, PST

Document Details:

Name: 260204 - Reimbursement Agreement

Type:

Document Ref: 1181a2e7d77c3d370d944999eaf2f189dd152e16d6fb6cc50183e042cf611e4b

Document Total Pages: 24

Document Signed By:

Name: Cody Yost
Email: cody.yost@onegas.com
IP: 12.216.62.6
Location: TULSA, OK (US)
Date: 27 Feb 2026, 12:58:18, PST
Consent: eSignature Consent Accepted
Security Level: Email

Cody Yost
Signer ID: 9FPJOYWSZ4...

Name: Morgan Pilkington
Email: OKE19789@onegas.com
IP: 12.216.62.6
Location: OKLAHOMA CITY, OK (US)
Date: 27 Feb 2026, 12:59:31, PST
Consent: eSignature Consent Accepted
Security Level: Email

Morgan Pilkington
Signer ID: ZKSPOYPP15...

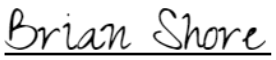
Name: Tonya Means
Email: oke22014@onegas.com
IP: 12.216.62.6
Location: TULSA, OK (US)
Date: 27 Feb 2026, 13:46:56, PST
Consent: eSignature Consent Accepted
Security Level: Email

Tonya Means
Signer ID: CXRFWC1112...

Name: David Williams

David Williams
Signer ID: 0GDQEC3D5M...

Email:	david.williams@onegas.com
IP:	12.216.62.6
Location:	TULSA, OK (US)
Date:	03 Mar 2026, 09:33:10, PST
Consent:	eSignature Consent Accepted
Security Level:	Email
Name:	Brian Shore
Email:	brian.shore@onegas.com
IP:	12.216.62.6
Location:	TULSA, OK (US)
Date:	03 Mar 2026, 12:32:30, PST
Consent:	eSignature Consent Accepted
Security Level:	Email
Name:	OKE11872@onegas.com Meghan A.
Email:	meghan.booker@onegas.com
IP:	12.216.62.6
Location:	OKLAHOMA CITY, OK (US)
Date:	27 Feb 2026, 13:08:03, PST
Consent:	eSignature Consent Accepted
Security Level:	Email


Signer ID: SMGCEWBDEM...

Signer ID: USOQRW1GH7...

Document History:

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Invitation Accepted	Invitation accepted by Cody Yost on 27 Feb 2026, 12:58:13, PST
Signed by Cody Yost	Cody Yost signed this Envelope on 27 Feb 2026, 12:58:18, PST
Invitation Sent	Invitation sent to Morgan Pilkington on 27 Feb 2026, 12:58:18, PST
Invitation Accepted	Invitation accepted by Morgan Pilkington on 27 Feb 2026, 12:59:06, PST
Signed by Morgan Pilkington	Morgan Pilkington signed this Envelope on 27 Feb 2026, 12:59:31, PST
Invitation Sent	Invitation sent to OKE11872@onegas.com Meghan A. on 27 Feb 2026, 12:59:32, PST
Invitation Accepted	Invitation accepted by OKE11872@onegas.com Meghan A. on 27 Feb 2026, 13:04:51, PST
Signed by OKE11872@ onegas.com Meghan A.	OKE11872@onegas.com Meghan A. signed this Envelope on 27 Feb 2026, 13:08:03, PST
Invitation Sent	Invitation sent to Tonya Means on 27 Feb 2026, 13:08:04, PST
Invitation Accepted	Invitation accepted by Tonya Means on 27 Feb 2026, 13:45:55, PST
Signed by Tonya Means	Tonya Means signed this Envelope on 27 Feb 2026, 13:46:56, PST
Invitation Sent	Invitation sent to David Williams on 27 Feb 2026, 13:46:56, PST

Invitation Accepted	Invitation accepted by David Williams on 03 Mar 2026, 09:32:00, PST
Signed by David Williams	David Williams signed this Envelope on 03 Mar 2026, 09:33:10, PST
Invitation Sent	Invitation sent to Brian Shore on 03 Mar 2026, 09:33:10, PST
Invitation Accepted	Invitation accepted by Brian Shore on 03 Mar 2026, 12:32:13, PST
Signed by Brian Shore	Brian Shore signed this Envelope on 03 Mar 2026, 12:32:30, PST
Executed	Document(s) successfully executed on 03 Mar 2026, 12:32:30, PST
Signed Document(s)	Link emailed to cody.yost@onegas.com
Signed Document(s)	Link emailed to OKE19789@onegas.com
Signed Document(s)	Link emailed to meghan.booker@onegas.com
Signed Document(s)	Link emailed to oke22014@onegas.com
Signed Document(s)	Link emailed to david.williams@onegas.com
Signed Document(s)	Link emailed to brian.shore@onegas.com

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
OPERATIONS CENTER SITE IMPROVEMENTS
PROJECT NUMBER: 2217090

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and COWAN GROUP ENGINEERING, LLC, (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to provide site improvements at the Operations Center located at 2302 S 1st Place (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 they:

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 - FIREARMS INDUSTRY NONDISCRIMINATION

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

ARTICLE 26 - COMMUNICATIONS

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

OWNER: City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Mr. Charlie Bright, P.E.
Director of Engineering and Construction

CONSULTANT: Cowan Group Engineering, LLC
7100 N. Classen, Suite 500
Oklahoma City, OK 73116
Phone Number
Contact Name: Jeff D. Cowan, P.E.
CEO

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

ARTICLE 27 – ELECTRONIC SIGNATURES

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

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: _____

CONSULTANT:
Cowan Group Engineering, LLC

By: Jeff D. Cowan
Jeff D. Cowan, P.E. CEO

Date: 2/26/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Sara Tibbs

Date: 2/26/2026

Approved as to form:

Graham Parker
Assistant City Attorney

VERIFICATION

State of Okla)
) §
County of Okla)

Before me, a Notary Public, on this 26th day of Feb, 2026, personally appeared Jeff Cowan, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Cowan Group Engineering, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
5/20/26

Tonya Alexander
Notary Public

TONYA ALEXANDER NOTARY PUBLIC # 02008759 Exp. 05/20/26 STATE OF OKLAHOMA

ATTACHMENT A
TO
PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING
FOR
OPERATIONS CENTER SITE IMPROVEMENTS
PROJECT NO. 2217090

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for the construction of Operations Center Site Improvements at 2302 S. 1st Place in Broken Arrow. Services shall include topographic survey and planning documents. Additional services for construction documents will be provided as an amendment to this contract at a later date.

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.

1.3 Furthermore, the CONSULTANT understands that the OWNER has ($500,000) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

2.0 PROJECT SCOPE

2.1 BOUNDARY AND TOPOGRAPHIC LAND SURVEY SERVICES

2.1.1 The project consists of an existing 17.8 acre site with multiple existing buildings and parking lots.

2.1.2 CONSULTANT will establish GPS control on site, set benchmarks, locate or set boundary monuments around the parent tract, set aerial targets for drone flight and fly the site with a drone for lidar data and aerial imagery

2.1.3 CONSULTANT will shoot vertical checks in the field for tin checks as required, verify location of the creek throughout the property, locate existing drainage structures and systems, sanitary sewer systems, visible above ground utilities, and utilities as identified by an OKIE locate.

2.1.4 CONSULTANT will locate buildings with height and dimensions

2.1.5 CONSULTANT will create a drawing file with 1-foot contours, all above ground improvements and located utilities.

2.2 PLANNING AND CONCEPTUAL DRAWINGS

2.2.1 CONSULTANT will evaluate the condition of the existing pavement and make recommendations of areas in need of repair. One (1) site visit will be required for this task.

2.2.2 CONSULTANT will review the survey information and provide field reconnaissance to evaluate existing conditions. One (1) on-site visit will be required for this task.

2.2.3 CONSULTANT will develop alternative site improvements to improve site circulation, pedestrian access and parking of both personal vehicles and equipment. Up to four (4) concepts will be developed for review and approval of City staff.

2.2.4 CONSULTANT will meet with City staff to review concepts and receive feedback and recommendations. One (1) on-site trip is expected. Two (2) virtual meetings are expected to review concepts and receive feedback and recommendations.

2.2.5 CONSULTANT will develop stormwater improvement concepts for site drainage, detention, and possible water quality implementations.

2.2.6 CONSULTANT will prepare a conceptual cost estimate for recommended improvements.

2.2.7 CONSULTANT shall submit conceptual drawing package for a pre-development meeting with the Authority Having Jurisdiction (AHJ) for review.

2.2.8 Construction document preparation will be negotiated at a later date after the planning and conceptual design task.

3.0 SCOPE OF SERVICES

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

3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
3.1.2 Meet with the OWNER in order to determine design criteria, requirements and codes and other critical design features and milestone dates.
3.1.3 Provide OWNER with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform (as required).
3.1.4 Meet with the OWNER to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.

3.2 BOUNDARY AND TOPOGRAPHIC LAND SURVEY PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.2.1 Prepare boundary and topographic survey as described in Section 2.1.
3.2.2 Submit one (1) PDF copy and one (1) digital file compatible with

AUTOCAD of the survey for review by the OWNER.

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

3.3.1 Prepare planning/conceptual drawings for proposed construction as described in Section 2.2.
3.3.2 Prepare a budgetary cost estimate for the proposed improvements.
3.3.3 Submit one (1) PDF copy of the planning and conceptual design documents for review by the OWNER.

3.4 PRELIMINARY DESIGN PHASE: Not included at this time. This phase to be negotiated with the CONSULTANT upon the request of the OWNER

3.5 FINAL DESIGN PHASE: Not included at this time. This phase to be negotiated with the CONSULTANT upon the request of the OWNER

3.6 BID DOCUMENTS: Not included at this time. To be negotiated after preliminary design phase is completed

3.7 BID ASSISTANCE PHASE: OWNER performed.

3.6 CONSTRUCTION SERVICES PHASE: TBD

3.7 RECORD DRAWINGS. TBD

ATTACHMENT B
TO
PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
OPERATIONS CENTER SITE IMPROVEMENTS
PROJECT NO. 2217090

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

1.0 BOUNDARY AND TOPOGRAPHIC LAND SURVEY: The CONSULTANT shall submit survey documents in accordance with City requirements.

2.0 PLANNING AND CONCEPTUAL DRAWINGS: The CONSULTANT shall submit in-full, a planning and conceptual drawings as described.

3.0 PRELIMINARY DESIGN DRAWINGS: TBD

4.0 FINAL CONSTRUCTION DRAWINGS: TBD

5.0 CONTRACT DOCUMENTS: Not required

6.0 CONSTRUCTION SERVICES PHASE: TBD

7.0 RECORD DRAWINGS: TBD

ATTACHMENT C
TO
PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
OPERATIONS CENTER SITE IMPROVEMENTS
PROJECT NO. 2217090

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Appendix 1 and shall be made a part of the AGREEMENT dated the _____ day of _____ , 2026.

1.0 BASIC COMPENSATION

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

1.1 Boundary and Topographic Land Survey (Survey) Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $ 13,800.00 for the completion of the Survey Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Planning and Conceptual Drawings (Planning) Payment: The OWNER shall pay the CONSULTANT a hourly not to exceed amount of $21,700.00 for the completion of the Planning Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Design Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion

1.4 Construction Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion.

1.5 Project Closeout Phase Payment: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion.

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

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2026.

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 D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
OPERATIONS CENTER SITE IMPROVEMENTS
PROJECT NO. 2217090

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the _____ day of _____, 2026.

1.0 OWNER'S RESPONSIBILITIES

1.1 OWNER shall construct the PROJECT;

1.2 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;

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

1.4 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;

1.5 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;

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

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

1.8 OWNER shall furnish to CONSULTANT a copy of the 2021 Needs Assessment, Vehicle List for each department and civil engineering plans for ongoing adjacent projects;

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT E
TO
PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
COWAN GROUP ENGINEERING, LLC
FOR
OPERATIONS CENTER SITE IMPROVEMENTS
PROJECT NO. 2217090

PROJECT SCHEDULE

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

1.0 BOUNDARY AND TOPOGRAPHIC LAND SURVEY PHASE:

2.1 Notice to Proceed: _____
2.2 Mobilize for Land Survey: 1 week after Notice to Proceed
2.3 Submit Land Survey Documents: 3 weeks after mobilization

2.0 PLANNING AND CONCEPTUAL DRAWING PHASE:

2.1 Notice to Proceed: Upon completion of land survey
2.2 Pavement Condition Assessment: 2 weeks after Notice to Proceed
2.3 Initial Site Concept Completion: 4 weeks after Notice to Proceed
2.4 Prepare final cost estimate: 4 weeks after Notice to Proceed
2.5 Owner Review: 1 week after Initial Concept Completion
2.6 Concept Revisions: TBD based on OWNER comments