City of Broken Arrow

Meeting Agenda

Broken Arrow City Council

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

Tuesday, February 25, 2025 **6:30 PM** **Council Chambers**
220 South 1st Street
Broken Arrow, OK

NOTICE AND AGENDA OF SPECIAL MEETING

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

A.	25-10	Approval of the City Council Meeting Minutes of February 4, 2025
B.	25-242	Acceptance Planning Commission meeting minutes of January 16, 2025
C.	25-243	Acceptance Planning Commission meeting minutes of January 23, 2025
D.	25-215	Acceptance of Drainage Advisory Committee meeting minutes of October 28, 2024
E.	25-233	Approval of and authorization to execute Resolution No. 1630, a Resolution authorizing the City Attorney to defend Leon Rademacher in the matter of John Winningham, et al. v. City of Broken Arrow, et al. Case No. 24-cv-62-JDR, in the U.S. District Court for the Northern District of Oklahoma
F.	25-234	Approval of and authorization to execute Resolution No. 1631, a Resolution authorizing the City Attorney to defend Scott Bennett in the matter of John Winningham, et al. v. City of Broken Arrow, et al. Case No. 24-cv-62-JDR, in the U.S. District Court for the Northern District of Oklahoma

G.	25-232	Approval of and authorization to execute Resolution No. 1632, a Resolution authorizing the City Attorney to defend Tiffany Jessie Koch in the matter of John Winningham, et al. v. City of Broken Arrow, et al. Case No. 24-cv-62-JDR, in the U.S. District Court for the Northern District of Oklahoma
H.	25-187	Approval of and authorization to execute a Waiver of Conflict of Interest between the Center for Economic Development Law "Law Firm", and the City of Broken Arrow involving the Center for Economic Development's representation of The Robson Companies, and any affiliates and sponsors, with respect to certain economic development matters and subjects as they relate to the City of Broken Arrow
I.	24-1678	Approval of and authorization to execute Agreement for Transportation Planning Support with Kimley-Horn and Associates, Inc for providing traffic master plan evaluations and related support services (2552170)
J.	25-201	Approval of and authorization to renew subscription to SolarWinds Web-Service Desk pursuant to the Oklahoma State Purchasing Contract
K.	25-185	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 less than $50,000.00 or less
L.	25-229	Approval of and authorization to purchase two used BMW motorcycles for the Police Department traffic division from the Oklahoma Highway Patrol
M.	25-216	Acceptance of the Drainage Advisory Committee's recommendation to deny the expenditure of 2018 General Obligation (GO) Bond, Proposition 6 funds to construct improvements to a creek bank in the Estates of Birchwood subdivision
N.	25-80	Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond, Proposition 6 funds for retaining an engineering consultant to design a set of construction plans to mitigate erosion along Adams Creek adjacent to the Preserve Park Regional Detention Pond (Case No. 25-002)
O.	25-176	Approval of BAZ-001762-2024 (Rezoning), 510M, approximately 3.46 acres, RM (Residential Multi-Family), CN (Commercial Neighborhood), & CH (Commercial Heavy) to ON (Office Neighborhood), located approximately one-third mile north of Kenosha Street (71st Street), east of Elm Place (161st E. Avenue)

P. 25-241 Approval of PT-001942-2024|PR-000627-2024, Conditional Final Plat, Timber Ridge Residential, approximately 35.30 acres, 141 Lots, A-1 (Agricultural) to RS-4 (Single-Family Residential) and RD (Residential Duplex)/PUD-334, located south and west of the southwest corner of Albany Street (61st Street) and 37th Street (209th E. Avenue)

Q. 25-179 Acceptance of a Drainage Easement from Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006, on property generally located at the northeast corner of the intersection of 9th Street and Washington Street in Broken Arrow, Oklahoma, located in the Southwest Quarter of Section 13, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Parcel 3.A for the 9th Street widening from Houston Street to Washington Street (Project No. ST2027)

R. 25-178 Approval of and authorization to execute Resolution No. 1629, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 3.0, which consists of 1.56 Acres of permanent Right-of-Way, generally located at the northeast corner of 9th Street and Washington Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 13, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006, and authorization of payment in the amount of $163,800.00 for the 9th Street widening from Houston Street to Washington Street, Parcel 3.0 (Project No. ST2027)

S. 25-189 Approval of and authorization of Final Acceptance for the public improvements at Action Power Sports located at 2150 West Concord Circle

T. 25-190 Approval of and authorization of Final Acceptance for the public improvements at Battle Creek Church Parking Lot located at 3025 North Aspen Avenue

U. 25-191 Approval of and authorization of Final Acceptance for the public improvements at Express Oil Change located at 2250 West Norfolk Drive

V. 25-192 Approval of and authorization of Final Acceptance for the public improvements at Outback Steakhouse located at 1421 East Hillside Drive

W. 25-193 Approval of and authorization of Final Acceptance for the public improvements at Scuba Savvy located at 2000 East Albany Avenue

X. 25-194 Approval of and authorization of Final Acceptance for the public improvements at The Estates at Ridgewood South located on East 81st Street near 257th East Avenue

Y. 25-196 Approval of and authorization of Final Acceptance for the public improvements at Trails at Aspen Creek located at 2602 West Tucson Street

Z. 25-197 Approval of and authorization of Final Acceptance for the public improvements at Whataburger Aspen Ridge located at 1902 West Norfolk Drive

AA. 25-221 Ratification of the Claims List Check Register Dated February 10, 2025

6. Consideration of Items Removed from Consent Agenda

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

A. 25-219 Presentation of upcoming Parks and Recreation micro-survey

B. 25-231 Update on the 2026 General Obligation Bond Package

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

9. General Council Business

A. 25-239 Consideration, discussion and possible direction from the City Council on the Compensation of members of the City Council

B. 25-204 Consideration, discussion, and possible action to approve the Visit Broken Arrow Film Incentive in an initial amount of $100,000.00

C. 25-228 Consideration, discussion and possible approval and authorization to execute an agreement with Trane U.S. Inc. for the Turnkey supply and installation of 25 Trane Package Rooftop Units, 1 Split System, 2 Mini-Split Systems, 1 Captiva Air Make-Up Unit, and a Trane Tracer Building Automation System at the Bass Pro Building through the OMNIA Partners Purchasing Cooperative

D. 25-237 Consideration, discussion and possible approval of and authorization to execute Resolution No. 1633 for Northeastern State University - Broken Arrow to become a traditional four-year public university and supporting Oklahoma Senate Bill SB701 that would accomplish this endeavor

E. 25-235 Consideration, discussion, and possible approval of a list of the City of Broken Arrow's priorities to present to Oklahoma members of Congress at National League of Cities Advocacy on Capitol Hill Day on Wednesday, March 12, 2025, in Washington, D.C.

10. Preview Ordinances

A. 25-173 Consideration, discussion, and possible preview of Ordinance No. 3849, an ordinance amending Chapter 5 Animals, Article I, In General; Section 5-21

11. Ordinances

A. 25-224 Consideration, discussion, and possible adoption of Ordinance No. 3850, an ordinance creating a Vehicle Replacement Fund to ensure funds availability for the purchase of city wide vehicles to be determined in the future, and approve the emergency clause

B. 25-225 Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3850

12. Remarks and Inquiries by Governing Body Members

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

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

1. A pending investigation and claim, including potential resolution, of a matter involving the tort claim of the Ariana Ruiz, Tort Claim No. TRT 1560.2024 and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);

2. The possible purchase and appraisal of real property located at the northeast corner of Washington and Main, Broken Arrow, Oklahoma, and possible action in open session, including authorization to negotiate for the potential purchase of this property and obtain additional appraisals for this property under 25 O.S. § 307(B)(3).

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

After the conclusion of the confidential portion of executive session, the Council will reconvene in open meeting, and the final decision, if any, will be put to a vote.

15. Adjournment

NOTICE:

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

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

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

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

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

A paper copy of this agenda is available upon request.

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

_____
City Clerk

City of Broken Arrow

Request for Action

File #: 25-10, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:
Approval of the City Council Meeting Minutes of February 4, 2025

Background:
Minutes recorded for the City Council Meeting.

Cost: Approximately $130

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: February 4,2025 City Council Minutes

Recommendation:
Approve the minutes of the February 4 ,2025 City Council Meeting.

City of Broken Arrow

Minutes

City Council Meeting

City Hall
220 S 1st Street
Broken Arrow OK
74012

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

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

1. Call to Order

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

2. Invocation

Pastor David Pelkey led the invocation.

3. Roll Call

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

4. Pledge of Allegiance to the Flag

The Pledge was led by Vice Mayor Johnnie Parks.

5. Consideration of Consent Agenda

A.	**25-145**	**Acknowledgement of upcoming out-of-state travel by City Council Members**
B.	**25-9**	**Approval of the City Council Meeting Minutes of January 21, 2025**
C.	**25-137**	**Acceptance of Planning Commission meeting minutes of December 5, 2024**
D.	**25-138**	**Acceptance of Planning Commission meeting minutes of December 19, 2024**
E.	**25-175**	**Acceptance of Drainage Advisory Committee meeting minutes of October 28, 2024**
F.	**24-1502**	**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 less than $50,000**
G.	**25-151**	**Award of the most advantageous bid for decommissioned firearms through a store credit system with H&H Shooting Sports pursuant to the Competitive Bidding Process**
H.	**25-160**	**Approval of and authorization to execute Change Order No. 2 with Ascend Commercial Builders for the BA Public Works Field Office Project (2217090)**
I.	**25-161**	**Approval of and authorization to execute Change Order No. 2 with Mowtown Outdoors for the Gardens at Central Park (2360450)**
J.	**25-170**	**Ratification of Dismissal of Condemnation Proceeding, City of Broken Arrow v. Amy L. Williams, et al.; Wagoner County District Court Case No. CJ 2024 462**
K.	**25-180**	**Approval of BAZ 001873 2024 (Rezoning), Davis Duplex, 0.41 acres, R 3 (Single Family Residential) to RD (Residential Duplex), located one-half mile north of Houston Street (81st Street), East of Lynn Lane (9th Street)**
L.	**25-147**	**Approval of BAZ 001906 2024 (Rezoning), County Line 25, approximately 25 acres, A 1 (Agriculture) to RS 4 (Single Family Residential), located approximately one-half mile south of Albany Street (61st Street), west of 37th Street (209th E. Avenue)**
M.	**25-183**	**Approval of SP 001884 2024, an amendment to SP 299, Church on the Move, 7.55 acres, located south of Kenosha Street (71st Street), east of 9th Street (Lynn Lane/177th E. Avenue)**
N.	**25-177**	**Acceptance of a Deed of Dedication for Parcel 1.0, which consists of 1.02 Acres of permanent Right of Way, located at 9123 South 177th East Avenue in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Cheeneah Maria Armstrong, and authorization of payment in the amount of $152,400 for the 9th Street widening from Houston Street to Washington Street, Parcel 1.0 (Project No. ST2027)**
O.	**25-163**	**Ratification of the Claims List Check Register Dated January 27, 2025**

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

6. Consideration of Items Removed from Consent Agenda - NONE

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

A. 25-167 Consideration, discussion, and possible action regarding an appeal of PUD 001814 2024 minor amendment, Antler Falls, 45.84 acres, PUD 001242 2023 (Planned Unit Development)/RS 4 (Single Family Residential), located on the southeast corner of Houston Street (81st Street) and Midway Road (257th East Avenue)

Rocky Henkel, Director of Community Development, presented Item 25-167 PUD 1814-2024 seeks a minor amendment to PUD 1242-2023 for the Antler Falls single-family residential development on 45.84 acres at Houston and Midway. The project includes up to 160 lots with gated private streets. On December 19, 2024, the planning commission approved the request by a 3-2 vote. While the existing PUD setback remains unchanged, 20% of a structure's sidewalls can extend two feet into the setback. The applicant is appealing to increase this allowance to 35%, ensuring accurate conditions. The setback will remain nine feet by one foot, with projections limited to two feet over the setback for up to 35% of the structure's length. No public comments were made, and staff recommends considering the applicant's appeal.

The proposed development, Antler Falls, is designed similarly to Rabbit Run Lakes and approved for up to 180 residential lots on 46 acres. The project features a unique setback arrangement—originally nine feet and one foot, now proposed as seven feet and one foot with two-foot overhangs for architectural elements like Murphy beds, bay windows, and fireplaces. The primary objective of the amendment is to align building code requirements with planning commission approvals, ensuring architectural consistency. A motion was made for a 20% allowance for these features. Still, clarification is needed to finalize approval for a nine-foot, one-foot setback with a 35% bump-out allowance to maintain design uniformity with previous developments.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel.
Move to Approve Item 25-167 appeal of PUD 001814 2024 minor amendment, Antler Falls, 45.84 acres, PUD 001242 2023 (Planned Unit Development)/RS 4 (Single Family Residential), located on the southeast corner of Houston Street (81st Street) and Midway Road (257th East Avenue)
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

B. 25-166 Update on the 2026 General Obligation Bond Package

City Manager Michael Spurgeon updated the city council on continuing discussions on the following general obligation bond package, a two-year initiative leading to an April 2026 vote. The bond will fund projects similar to past packages (2011, 2014, 2018) while maintaining the current tax rate with no new taxes. Over the past year, meetings and surveys gathered input from user groups, city directors, and the public to identify priorities, including roads, parks, city facilities, public safety, and connectivity. Additional surveys will focus on parks and recreation, public safety training, and a potential new library in South Broken Arrow. After budget adoption, public meetings and workshops will refine the project list, with the council reviewing proposals before public forums begin in September. The final package will be shaped by community feedback and formally approved in December before being presented to voters.

Further discussion emphasized the importance of transparency and public involvement in the upcoming general obligation bond package. They praised the city manager's efforts to ensure citizens are informed and engaged through surveys, meetings, and outreach. Residents were encouraged to participate in surveys, as their input will shape the projects included in the bond; a new segment, Drive BA, highlights completed and upcoming projects to build public trust by demonstrating accountability for past bond-funded initiatives. City leaders reiterated their commitment to addressing citizen priorities, particularly road improvements and ensuring that approved projects are completed efficiently.

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)

Leta Badgwell of ABATE of Oklahoma, a motorcycle rights organization, proposes installing "Watch for Motorcycles" signs across Broken Arrow to enhance rider safety and awareness. Having successfully worked with Tulsa officials to install nine signs, with two more to be unveiled on February 10th, they are now collaborating with Broken Arrow officials, including Captain McCoy and Hearst, to identify high-risk locations based on accident data. Key areas include New Orleans, Albany and Aspen, Kenosha and Aspen, and 9th and Albany near Bass Pro. ABATE seeks city support to implement these safety measures to reduce motorcycle accidents.

The city council supported ABATE of Oklahoma's proposal to install "Watch for Motorcycles" signs throughout Broken Arrow to enhance rider safety. Since ABATE has already been working with the police department to identify high-risk locations, the council suggested continuing collaboration with Chief Arnold's staff. The process will follow the city's Traffic Safety Committee review, which includes the police, street, and engineering departments.

The council expects an update on the recommendations in March. ABATE noted that Tulsa previously funded similar signs, but they have biker organizations and fundraisers that could contribute if necessary. The council discussed the possibility of a partnership where ABATE funds the initial signs, and the city would maintain replacements as needed. The mayor is set to discuss updated pricing with Tulsa officials on February 10.

9. General Council Business

A. 25-123 Consideration, discussion, and possible approval of a list of the City of Broken Arrow's priorities to present to Oklahoma members of Congress at National League of Cities Advocacy on Capitol Hill Day on Wednesday, March 12, 2025, in Washington, D.C.

Lori Hill presented Item 25-123. Ms. Hill discussed updating the legislative agenda for Capitol Hill Day in Washington, D.C., on March 12. Council members were given the 2024 legislative agenda for review, requesting to assess its relevance and suggest updates. Inquires about whether supply chain issues remain a concern. Staff will gather information on key topics, and council members will be encouraged to review the agenda in the coming days to propose any necessary revisions. The city will collaborate with Aaron McCulloch's team to finalize updates before the event. Additionally, youth city counselor Luke Beasley was recognized for participating in the meeting and earning service hours for his involvement in local government.

B. 25-153 Consideration, discussion, and possible approval of the Memorandum of Understanding on Article 27 in the Fiscal Year 2023 2025 collective bargaining agreement (CBA) with the International Association of Fire Fighters Local 2551

Fire Chief Jeremy Moore and the council discussed the Memorandum of Understanding (MOU) with the firefighters' union regarding paramedic training and work schedules. The agreement allows paramedics to remain on a 40-hour workweek during training, ensuring they receive medical director approval before working on ambulances. The union overwhelmingly supported the deal, marking a significant step in collaboration between the city and firefighters. Fire Union President of IAFF Local 2551, Justin Sharp, attended the meeting, highlighting the improved relationship between the city and firefighters. The council appreciated first responders and the ongoing cooperation in resolving workplace matters.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford.
Move to Approve Item 25-153 Memorandum of Understanding on Article 27 in the Fiscal Year 2023 2025 collective bargaining agreement (CBA) with the International Association of Fire Fighters Local 2551
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

C. 25-158 Consideration, discussion, and possible approval of and authorization to execute a Professional Consultant Agreement with CJC Architects, Inc. for the design of the new General Services Administration Building (Project 2517170)

Shannon Marshall, Special Projects Division Manager, presented Item 25-158, a professional design service contract with CJC for a new small administration building at the city facility on 1700 West Detroit. This project stems from the 2022 department needs assessment and the 2023 master plan, which proposed reorganizing departments, including fleet maintenance, solid waste, and recycling. The new building, similar in size to the Veterans Center, will relocate administrative teams to the site, improving efficiency and public engagement. The change, while deviating from the original master plan, is viewed as an improvement by city leadership. Staff recommended approval of the project.

The proposed new administration building at 1700 West Detroit aims to enhance efficiency and safety by providing a designated front office for vendors and public interactions, reducing unnecessary access to areas with large moving vehicles. The current office space will be repurposed for other city departments, potentially allowing for departmental growth and consolidation, such as relocating Parks and Recreation from its current location. The final decision on space allocation will be determined by city leadership based on departmental needs and operational priorities. The council supported the plan, recognizing its benefits for safety and efficiency.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel.
Move to Approve Item 25-158 authorization to execute a Professional Consultant Agreement with CJC Architects, Inc. for the design of the new General Services

Administration Building (Project 2517170)
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

D. 25-146 Consideration, discussion, and possible approval of PUD 001893 2024 (Planned Unit Development) and BAZ 001891 2024 (Rezoning), Aspen Creek Villas, approximately 90 acres, A 1 (Agricultural) to RS 4 (Residential Single Family) with a PUD, located north of Tucson Street (121st Street) and approximately one-quarter mile east of Olive Avenue (129th Avenue)

Rocky Henkel, Director of Community Development, presented Item 25-146; the proposed rezoning and development, covering approximately 90 acres, seeks to change the zoning from A1 Agricultural to RS4 with PUD 1893-2024 to accommodate the Aspen Creek Villas project. The development aims to create a single-family detached residential community with up to 415 homes. The comprehensive plan change to Level 2 zoning, approved on May 7, 2024, supports RS4 zoning for this purpose.

Comparing standard RS4 zoning to the proposed PUD, the PUD allows for larger gross land area per unit (9,480 sq. ft. vs. 7,875 sq. ft.), fewer homes (415 vs. 498), slightly reduced minimum lot width (52 ft. vs. 55 ft.), and a somewhat smaller minimum lot size (6,000 sq. ft. vs. 6,500 sq. ft.). The city staff recommends approval, contingent on the property being platted.

Vice Mayor Johnnie Parks voiced his concerns regarding ingress and egress for the Aspen Creek Villas development, which currently proposes only two entry and exit points for up to 415 homes. Vice Mayor expressed his concerns about traffic flow and safety, suggesting at least three access points to improve efficiency and emergency response. However, as the project is still in the conceptual phase, the final design will be subject to engineering review, including input from the fire marshal to ensure compliance with safety regulations.

Additionally, questions were raised about fencing along the property. The plan includes a six-foot opaque fence along the west side and potentially on the east and north sides, depending on how development progresses.

Alan Betchan from AAB Engineering addressed concerns about fencing and access for the Aspen Creek Villas development. The project will include required screening along the arterial to the north, ensuring rear yard fencing prevents open access to the Creek Turnpike. Existing screening from a nearby multifamily development will serve as a buffer to the east, while standard fencing regulations will be met on the west.

Regarding access, a Traffic Impact Analysis (TIA) will be conducted during the engineering phase to determine necessary improvements, such as deceleration lanes or additional turn lanes. Betchan emphasized balancing adequate access points with efficient traffic flow on Tucson Street, a principal arterial. The project aligns with the city's comprehensive plan, which includes an east-west collector road from Aspen to Olive that remains unaffected by this development.

Mr. Betchan clarified that the development would be phased over 8 to 10 years, gradually building out the proposed 415 homes. The rezoning request from agricultural to RS4 represents a shift from the previous high-density CH zoning, which allowed multifamily housing with a more significant traffic impact. Betchan stressed that the project supports workforce housing, addressing affordability challenges caused by rising infrastructure costs. He affirmed that the location is well-suited for this type of development, and the PUD ensures a high-quality final product.

The council continued discussions on the Aspen Creek Villas development, emphasizing traffic flow, phasing, and infrastructure planning. Concerns about access points and potential congestion were raised, prompting a commitment to a Traffic Impact Analysis (TIA) to determine necessary road improvements while maintaining safe neighborhood traffic flow.

The development will proceed in three phases over 8–10 years, with the first phase including approximately 130 homes. Construction is expected to begin in 6–8 months, with infrastructure taking about a year, meaning homes won't be available for at least 18–20 months. Market conditions may affect the phasing timeline.

The council also addressed the long-delayed widening of Tucson Road between Aspen and Olive, which was cut from the 2018 bond package. The city manager confirmed that it will likely be included in the following bond proposal, with plans to prioritize its sale and early construction if approved in Fall 2026. The project will align with residential and commercial growth, with intersection improvements at Aspen and Tucson potentially starting this year.

Additionally, the development will dedicate necessary right-of-way frontage for road widening at no cost to the city, expediting future infrastructure improvements. While some uncertainties

remain, council members recognized the project's strategic location and potential benefits while ensuring continued oversight as engineering and planning progress.

Homeowner and resident James Mitchell voiced concerns about approving the Aspen Creek Villas development, arguing that the Planning Commission has put the city in a difficult position by allowing an RS4 district with reduced lot sizes in an area with limited infrastructure. He emphasized that developing a two-lane road with a stop sign at Olive and Tucson will significantly worsen traffic congestion, especially with ongoing housing and apartment developments in the same area.

Mr. Mitchell noted that Tucson Road is expected to be included in the upcoming bond package. Still, if voters reject it, the city will have severe congestion and no immediate solution. Even if approved, construction would take years, with the earliest projected completion around 2030. He urged the council to prioritize infrastructure improvements before approving such a significant development, arguing that waiting for the bond package would be a more responsible approach for current and future residents.

Steve Arledge, representing the Riverstone Estates Homeowners Association, urged the council to deny approval of the Aspen Creek Villas development, citing concerns over traffic congestion and school overcrowding. He emphasized that the development directly north of Riverstone Estates would significantly strain existing infrastructure, particularly the already congested two-lane roads without shoulders between Aspen and Olive.

Mr. Arledge argued that traffic will worsen as more vehicles from the new development are forced onto these roads, increasing congestion. Additionally, he raised concerns about the impact on Aspen Creek Elementary, which is already at capacity, and questioned how the school district would accommodate the expected influx of students. While Mr. Arledge acknowledged the importance of growth, he urged the city to prioritize responsible planning by addressing infrastructure deficiencies before allowing further residential expansion. On behalf of Riverstone Estates families, he requested a delay in the development until necessary improvements are made.

Charlie Bright, Director of Engineering and Construction, addressed concerns regarding the infrastructure impact of the Aspen Creek Villas development, particularly regarding traffic congestion and road improvements. He confirmed that the city has already identified the Olive and Tucson intersection as a priority, with known issues such as turn movement problems for semi-trucks.

In anticipation of the project being included in the next bond package, the city plans to initiate the design process for road improvements ahead of the bond vote in 2026. A design proposal is expected to be sent out within the next month, with a contract likely to come before the council in the next few months. This proactive approach aims to ensure construction can begin as soon as possible if the bond is approved.

Regarding traffic concerns, Mr. Bright reiterated that the developer is responsible for conducting a Traffic Impact Analysis (TIA) during the engineering phase, which will help determine necessary improvements. Preliminary traffic data shows 7,000–8,000 vehicles per day in the area, approaching the capacity of the existing two-lane road. While the development will increase traffic, the phased build-out means the road will not see the full impact immediately, and improvements should progress in parallel with construction.

Mr. Bright assured the council that as the engineering phase advances, there will be opportunities to assess and implement necessary traffic mitigation measures before the development reaches full build-out.

The council and city officials continued discussing the Aspen Creek Villas development and infrastructure concerns, particularly regarding the widening of Tucson Road and traffic impact.

Director of Engineering Charlie Bright stated that while he hesitates to guarantee a construction timeline, a best-case scenario for widening Tucson Road would begin in 2027, assuming the bond package is approved in 2026. The design phase will be completed before the bond vote, allowing quicker action once funding is secured. However, challenges such as right-of-way acquisition and utility relocation could impact the timeline.

Alan Betchan from AAB Engineering highlighted that the full build-out of the 415-home development would take years, meaning traffic demand would gradually increase rather than spike immediately. He acknowledged that road capacity would be tested but pointed out that the project provides right-of-way dedication for the road expansion, reducing city acquisition costs and expediting the process.

Given rising construction costs, Mr. Betchan projected that homes in the development would likely start in the low-to-mid $300,000 range. He emphasized the need for affordable housing

in Broken Arrow, acknowledging the challenge of decreasing prices.

Council members sought clarification on the Traffic Impact Analysis (TIA), confirming that it would assess vehicle counts, intersection performance, and potential mitigation measures. The study would help determine if improvements such as additional turn lanes or intersection expansions could ease congestion before complete road widening occurs.

While acknowledging concerns that Tucson Road's widening depends on voter approval, city leaders expressed confidence in the bond package passing, as past road-related bond measures have historically received strong support. Officials also noted that interim solutions, such as intersection enhancements, may be implemented sooner to alleviate congestion.

The council and city officials reaffirmed that road expansions are prioritized based on growth trends and traffic patterns. Past decisions were made based on existing development needs, and while Tucson Road previously did not make the bond cut, the current growth surge has now elevated its priority.

The council acknowledged concerns about traffic and infrastructure but emphasized that road improvements are actively being planned alongside the development. While best-case road widening is expected by 2027, intersection upgrades and phased build-out of the development will help mitigate congestion in the short term. The council remains optimistic about the bond measure passing, ensuring funding for necessary road improvements.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to deny Item 25-146 PUD 001893 2024 (Planned Unit Development) and BAZ 001891 2024 (Rezoning), Aspen Creek Villas, approximately 90 acres, A 1 (Agricultural) to RS 4 (Residential Single Family) with a PUD, 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 - David Pickel, Johnnie Parks
Nay: 2 - Justin Green, Lisa Ford

E. 25-181 Consideration, discussion, and possible action regarding a waiver to Section 4.1(n) of the Land Subdivision Code for April Barker, approximately 2.62 acres, A RE (Annexed Residential Estate) to RE (Residential Estate) via BAZ 001900 2024, located one-half mile north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E. Avenue/County Line Road)

Rocky Henkel, Director of Community Development, presented Item 25-181. The applicant requests to rezone their property from RE to A RE and has applied for a lot split (1811-2024) to build a second single-family detached home in a semi-rural area where sidewalks are not currently present. As per city regulations, sidewalks are typically required along 96th Street frontage upon building permit issuance. However, the applicant is seeking a modification to Section 4.1 of the Land Subdivision Code to waive the sidewalk requirement for this property. City staff recommends approval of the modification, and the request will proceed for Planning Commission recommendation.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green.
Move to approve Item 25-181, a waiver to Section 4.1(n) of the Land Subdivision Code for April Barker, approximately 2.62 acres, A RE (Annexed Residential Estate) to RE (Residential Estate) via BAZ 001900 2024, located one-half mile north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E. Avenue/County Line Road)
The motion carried by the following vote:

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

F. 25-182 Consideration, discussion, and possible action regarding BAZ 001900 2024 (Rezoning), April Barker, 2.62 acres, A RE (Annexed Residential Estate), located one-half mile north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E. Avenue/County Line Road)

Rocky Henkel, Director of Community Development, presented Item 25-182. The applicant is requesting a zoning change (BAZ 1900-2024) to rezone 2.62 acres from Annex Residential Estate (A-RE) to Residential Estate (RE) to facilitate a lot split and the construction of a single-family home. Since A-RE is a transitional zoning district, rezoning to RE is required before development can proceed.

A variance for a sidewalk waiver was previously approved. The property falls under Comprehensive Plan Level 1, which supports the rezoning request. The Planning Commission unanimously approved the request (5-0), and city staff also recommends approval with the waiver of additional planning requirements. No public opposition was recorded for this item.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green.
Move to approve Item 25-182 BAZ 001900 2024 (Rezoning), April Barker, 2.62 acres, A RE (Annexed Residential Estate), located one-half mile north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E. Avenue/County Line Road)
The motion carried by the following vote:

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

10. Preview Ordinances - NONE

11. Ordinances- NONE

12. Remarks and Inquiries by Governing Body Members

Vice Mayor Johnnie Parks announced that the Rose Garden at Central Park is moving forward after years of planning and collaboration with various organizations. The council approved funding to run electricity to the garden's center, ensuring adequate power for future amenities and events. Parks described the project as a significant investment that will enhance the Rose District and Central Park, making it a valuable addition to the community.

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

City Manager Michael Spurgeon acknowledged and congratulated Council Member David Pickel and other award recipients at the recent Chamber Gala, thanking the Chamber team for hosting a well-organized and energetic event.

Additionally, Assistant City Manager Stevens was absent from the meeting as he attended a special Wagner County Commission meeting scheduled in response to discussions from two weeks prior. Updates from the meeting will be shared with the council.

Regarding infrastructure improvements, the city plans to meet with Wagner County officials to discuss potential road and stormwater upgrades on an 81st Street stretch that falls partially within city limits but remains in poor condition. The city hopes to partner with the county to make improvements before taking over maintenance responsibilities.

Finally, the city is coordinating with the Muscogee Creek Nation to arrange a meeting between city leadership and tribal officials to discuss potential joint funding opportunities for upcoming projects. A follow-up meeting with the National Council in Okmulgee is planned for late April. The Creek Nation is interested in collaborating with the city on future initiatives.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Recess to BAMA and BAEDA
The motion carried by the following vote:

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

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

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

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to enter into Executive Session
The motion carried by the following vote:

Aye: 3 - David Pickel, Lisa Ford, Johnnie Parks
Abstain: 1 - Justin Green

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

1. A pending litigation known as City of Broken Arrow v. Nikel Investments, LLC, v. Lamar Advertising Company et al., Tulsa County District Court, Case No. CJ 17 1470, under 25 O.S. §307(B)(4);

2. A pending investigation and claim, including potential resolution, of a matter involving the tort claim of the Anne & Brian Schouten., Tort Claim No. TRT 1615.2025 under 25 O.S. §307(B)(4).

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

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

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

15. Adjournment

The meeting was adjourned at approximately 8:18 p.m.

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

_____ _____

Mayor City Clerk

City of Broken Arrow

Request for Action

File #: 25-242, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:
Acceptance Planning Commission meeting minutes of January 16, 2025

Background:
The minutes of the Planning Commission meeting held January 16, 2025 were approved by the Planning Commission on February 13, 2025.

Cost: Approximately $112

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 01-16-2025 Planning Commission Minutes

Recommendation:

Accept minutes of Planning Commission meeting held January 16, 2025.

City of Broken Arrow

Minutes

Planning Commission

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

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

Thursday, January 16, 2025 5:30 p.m. Council Chambers

1. Call to Order

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

2. Roll Call

Present: 3 - Mindy Payne, Jaylee Klempa, Robert Goranson
Absent: 2 - Jonathan Townsend, Jason Coan

3. Old Business - NONE

4. **Consideration of Consent Agenda**

A. 25-98 Approval of Planning Commission meeting minutes of December 19, 2024
B. 25-99 Approval of Planning Commission meeting minutes of December 5, 2024
C. 25-100 Approval of PT-001918-2024|PR-000689-2024, Preliminary Plat, Oak Creek Crossing, approximately 41.38 acres, 118 Lots, R-2(Single-Family Residential), located approximately one-quarter mile south of Houston Street (81st Street), and east of 23rd Street (193rd Avenue/County Line Road)
D. 25-101 Approval of PT-001889-2024|PR-000222-2023, Preliminary Plat for East Quik Trip on Kenosha, 10.2 acres, 2 lots, A-1 (Agricultural), R-2 (Single Family Residential) & SP (Specific Use Permit) 53 to CN (Commercial Neighborhood), A-1 and R-2, & SP-53 via BAZ-001225-2023, on the northeast corner of Kenosha Street (71st Street) and Evans Road (225th E. Avenue)
E. 25-110 Approval of PT-001962-2025|PR-000768-2024, Conditional Final Plat, Reserve at Pines III, approximately 0.35 acres, 1 Lot, RS-3(Single-Family Residential), (via BAZ-2041), located south of Omaha Street (51st Street) and west of 37th Street (209th E. Avenue)

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa
Move to approve Consent Agenda
The motion carried by the following vote:
Aye: 4 - Mindy Payne, Jaylee Klempa, Robert Goranson

5. Consideration of Items Removed from Consent Agenda - NONE

6. Public Hearings

A. 25-104 Public hearing, consideration, and possible action regarding COMP-001746-2024 (Comprehensive Plan Change), College Street Development, 30.14 acres, Level 6 to Level 3, located west of County Line Road (23rd Street) and half a mile north of Houston Street (81st Street)

Applicant has requested Item A 25-104 be withdrawn from the agenda. If the applicant or any other party decides to move forward, new notices will be sent when the application is submitted.

B. 25-102 Public hearing, consideration, and possible action regarding BAZ-001906-2024 (Rezoning), County Line 25, approximately 25 acres, A-1 (Agriculture) to RS-4 (Single-Family Residential), located approximately one-half mile south of Albany Street (61st Street), west of 37th Street (209th E. Avenue)

Joel Hensley, Senior Planner, presented Item 25-102, an application by Lou Reynolds, Eller & Detrich. A public hearing is being held to consider rezoning approximately 25 acres from A1 to RS-4 for a proposed single-family residential development south of Albany Street and west of 37th Street. The property is currently undeveloped and unplatted. The rezoning is linked to a potential subdivision, requiring compliance with RS-4 zoning standards, street access to 37th

Street, and adherence to city construction standards. The property is not in a floodplain; water is available from the City of Broken Arrow. The rezoning aligns with the comprehensive plan, and staff recommends approval, contingent on the property being platted.

The commission discussion focused on sidewalk placement along 37th Street and potential connectivity to the nearby school. While a sidewalk is planned for the new development, uncertainty remains about whether the school previously escrowed funds for a sidewalk along its frontage. The city has no immediate plans to install one, but road improvements on 209th may include pedestrian access.

Questions also arose about how Timber Ridge will connect to surrounding roads. The development is expected to extend from Bentree neighborhood to Albany Street, with an access road tying into 209th. A stub street may also connect northward in a future phase. Coordination between developments is ongoing to ensure proper alignment of streets and infrastructure. While the rezoning request is straightforward, future layout and connectivity details will be addressed as development progresses.

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne
Move to approve Item 25-102 BAZ-001906-2024 (Rezoning), County Line 25, approximately 25 acres, A-1 (Agriculture) to RS-4 (Single-Family Residential), located approximately one-half mile south of Albany Street (61st Street), west of 37th Street (209th E. Avenue)
The motion carried by the following vote:

Aye: 3 - Mindy Payne, Jaylee Klempa, Robert Goranson

C. 25-103 Public hearing, consideration, and possible action regarding SP-001884-2024, an amendment to SP-299, Church on the Move, 7.55 acres, located south of Kenosha Street (71st Street), east of 9th Street (Lynn Lane/177th E. Avenue)

Henry Bibelheimer, Planner II, presented Item 25-103, an application by Steven Torrez and Brenda Oaks. The public hearing concerns SP-001884-2024, an amendment to Specific Use Permit 299 for Church on the Move, seeking to expand its place of assembly use within a 7.55-acre shopping center at Kenosha Street and 9th Street (Lynn Lane). The church currently occupies 24,000 square feet, and the proposal requests an increase to 33,456 square feet.

A specific use permit is required for places of assembly in commercial zoning. While the comprehensive plan discourages non-commercial uses in commercial districts (Policies LU1 and LU10), the church argues that its presence will enhance activity in the area, with 500-700 members attending weekly services. The church has also agreed to waive the 300-foot spacing requirement that would otherwise restrict nearby liquor sales.

Approval of SP-001884-2024 would reset the permit's expiration date from 2031 to 2035. Landscaping and beautification requirements from the original SP 299 remain in place. While staff finds the proposal inconsistent with comprehensive plan policies, they recommend approval based on the existing use and surrounding land conditions, requiring platting to be waived.

The commission discussion centered on Church on the Move's request to expand its Specific Use Permit (SP-001884-2024) to include additional space within a shopping center at Kenosha and 9th Street (Lynn Lane Road). The expansion adds the former Dollar General space to the previously approved area but does not change the property boundaries.

Questions were raised regarding waiving the 300-foot restriction on liquor sales near religious facilities, but no waiver requests have been submitted since the original 2021 approval. The permit's duration was also debated—whether it should extend 10 more years from 2024 or remain within the original 2021-2031 timeframe. Since this aspect was not explicitly included in discussions with staff or public notice, the consensus was to keep the original expiration date (2031) and focus solely on the expansion for now.

Additionally, while landscaping improvements have already been made, no new requirements were added for the expanded footprint. The upgrades extend beyond the Dollar General site, and staff noted the enhanced landscaping looks great. The applicant and city staff confirmed the only change is the increase in assembly space, with no additional modifications to property boundaries, site conditions, or zoning restrictions.

Pastor Brenda Oaks highlighted that the Church on the Move expansion is about deepening community impact, not just adding space. Through partnerships with Broken Arrow Public Schools and Broken Arrow PD, the church has implemented initiatives like an on-site coffee shop, ensuring it remains open seven days a week. The expansion aligns with the vision shared with city officials four years ago, which they have successfully pursued and continue to build upon.

A significant focus of the expansion is the children's space, serving 500 kids each weekend and additional students during the week through school partnerships. The after-school program provides playground access, volunteer mentoring, and meals for needy families. The extra space will enhance these programs, expand kids' classes, and create new community connection points. Pastor Oaks expressed gratitude for the city's support in helping the church fulfill its mission to serve its members and the greater Broken Arrow community.

Further discussion focused on two main points: the 300-foot waiver for liquor sales and the timeline extension for the Specific Use Permit (SUP-001884-2024).

It was clarified that waiving the 300-foot liquor sale restriction is not legally binding for granting the permit. Any conflicts over liquor sales would be handled between the affected parties, not the city.

Regarding the permit's timeline, the original 10-year approval (2021-2031) was set because the church anticipated expanding into a larger space over time. The request to reset the clock to 2035 aligns with the church's plan to sign a 10-year lease on the newly added space, ensuring they can fully utilize it. Since the city council has final authority, the planning commission debated whether to keep the original 2031 expiration and let the council decide on an extension or approve the additional three years themselves. It was also noted that if the church vacates the space, the permit automatically expires, and the city retains the authority to revoke it if the property is misused.

Commissioner Jaylee Klempa wished to add three additional years to the timeline.

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne.
Move to approve Item 25-103 SP-001884-2024, an amendment to SP-299, Church on the Move, 7.55 acres, located south of Kenosha Street (71st Street), east of 9th Street (Lynn Lane/177th E. Avenue)
The motion carried by the following vote:

Aye: 3 - Mindy Payne, Jaylee Klempa, Robert Goranson

D. 25-106 **Public hearing, consideration, and possible action regarding PUD-001893- 2024 (Planned Unit Development) and BAZ-001891-2024 (Rezoning), Aspen Creek Villas, approximately 90 acres, A-1 (Agricultural) to RS-4 (Residential Single Family) with a PUD, located north of Tucson Street (121st Street) and approximately one-quarter mile east of Olive Avenue (129th Avenue)**

Joel Hensley, Senior Planner, presented Item 25-106 for applicant Alan Betchan. The public hearing concerns PUD-001893-2024 and BAZ-001891-2024 proposes rezoning 90 acres of undeveloped land north of Tucson Street, east of Olive Avenue, from A-1 to RS-4 with a Planned Unit Development (PUD) for the Aspen Creek Villas project.

The property was approved for a comprehensive plan change on May 7, 2024, shifting from Level 6 to Level 2, which permits RS-4 single-family zoning. The proposed development includes 415 single-family detached homes, a reduction from the originally planned 498 units. The minimum lot size would be reduced from 6,500 sq. ft. to 6,000 sq. ft., while permitted uses would be restricted to single-family homes under the PUD.

Primary access will be along Tucson Street, with additional roads constructed to Broken Arrow city standards. The property is not in a floodplain, and water and sanitary sewer services are available. City staff recommends approval based on the comprehensive plan, location, and surrounding land use, provided that the property is platted.

Alan Betchan of AAB Engineering presented the Aspen Creek Villas project as the next step following the comprehensive plan amendment approved by the city council a few months ago. The primary modification involves reducing the maximum number of dwelling units, with homes built on 52-foot-wide lots rather than the typical 55-foot-wide ones. This slightly smaller lot size accommodates an entry-level housing product while maintaining compatibility with similar developments in Broken Arrow.

The landscape and screening plan includes full screening along Tucson Street, with masonry columns and ornate entryways at designated points. The development will also feature substantial recreational amenities. AAB Engineering noted that while they are open to adjustments if concerns arise, city staff has not presented any objections. The proposal aligns with existing zoning standards and comparable developments in the area.

The commission further discussed PUD-001893-2024 and BAZ-001891-2024 for Aspen Creek Villas concerns regarding the lack of designated park space, the required frontage road, and billboards on the property. The developer, Alan Betchen of AAB Engineering, explained that

while a park is planned, its exact location is not yet determined due to the phased nature of the project, and adjustments may be needed as development progresses. City staff emphasized that the comprehensive plan requires a frontage road, similar to what was included in the adjacent apartment development, but the current PUD documents do not show it. The billboards issue was also raised, with the developer confirming that they would remain on separate parcels within the development, protected by lease agreements. Staff clarified that while they support approval of the PUD, the requirement for the frontage road remains in effect, even though it is absent from the conceptual plans. The planning commission debated whether to proceed with recommending approval to the city council without addressing the frontage road issue upfront, acknowledging that it may need to be revisited during final plat discussions or if connectivity in the area changes over time. The conversation concluded with an acknowledgment that the development would be phased from south to north over multiple stages, and city staff reiterated their intention to hold the developer accountable for the required frontage road.

James Mitchell, a homeowner south of the proposed development, vehemently opposed rezoning the area to RS-4, arguing that it does not fit the surrounding RS-3 neighborhoods. He believes that the existing apartments already meet the need for diverse housing and that reducing lot sizes for smaller, more affordable homes will negatively impact property values in the area. Additionally, Mr. Mitchell raised concerns about traffic congestion, noting that adding 415 new homes to a two-lane road with a stop sign at 121st and Olive would create significant traffic issues. Mitchell firmly stated that he is against the rezoning and believes the project should be limited to RS-3 zoning to better align with the surrounding community and maintain property values.

Chad McAuliffe, a resident, raised questions about potential compromises from the developer to address concerns from local neighborhoods. He inquired about what concessions developers typically make, such as larger parks, additional green spaces, or more trees and shrubbery. He referenced a similar development in North Broken Arrow, where a turn lane was added to a two-lane road to accommodate increased traffic. McAuliffe asked whether a similar solution, such as a dedicated turn lane for this development, could be considered to help manage congestion. He emphasized that these infrastructure and landscaping improvements could make the project more palatable to the community. He wondered whether such discussions were possible as the development moved forward.

Applicant did not wish to rebut.

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne.
Move to approve Item 25-106 PUD-001893- 2024 (Planned Unit Development) and BAZ-001891-2024 (Rezoning), Aspen Creek Villas, approximately 90 acres, A-1 (Agricultural) to RS-4 (Residential Single Family) with a PUD, 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: 3 - Mindy Payne, Jaylee Klempa, Robert Goranson

E. 25-105 **Public hearing, consideration, and possible action regarding BAZ-001900-2024 (Rezoning), April Barker, 2.62 acres, A-RE (Annexed Residential Estate), located one-half mile north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E. Avenue/County Line Road)**

Henry Bibelheimer, Planner II, presented Item 25-105 for applicant April Barker. The public hearing for BAZ 1900 concerns a rezoning request on approximately 2.62 acres currently zoned Annexed Residential Estate (A-RE). The property is unplatted and located north of New Orleans Street and west of 23rd Street. The owner has applied for a lot split to build a second single-family home, which triggered the requirement to rezone the property to a permanent zoning district. A variance request for a sidewalk waiver has also been submitted.

The surrounding neighborhood consists of similar properties originally annexed as A-RE but have since been rezoned to Residential Estate (RE) or RS-1 during redevelopment. The comprehensive plan designates the area as Level 1, supporting rezoning to RE. Since A-RE is a transitional zoning classification, it must be rezoned before any development occurs. The property is not located in a floodplain, and based on the comprehensive plan, location, and surrounding land uses, staff recommends approval of the rezoning and the waiver of platting.

Martha Schmidt is in opposition and expressed concerns about the potential impact of the rezoning on the surrounding neighborhood, which includes barns and small businesses. They wanted to understand whether the approval would change land use patterns or create restrictions for existing properties. Additionally, they questioned why residents in the area did not receive official notification about the rezoning request. They pointed out that the property in question is located on a dead-end road, meaning that only a few people would have noticed the posted sign unless they happened to pass by. The resident mentioned discussing the issue with neighbors, who were unaware of the hearing and sought clarification on the notification

process for rezoning cases.

Ms. Schmidt and the commission further discussed concerns about the rezoning request for BAZ-001900-2024, specifically how it might impact the surrounding properties and the broader neighborhood. It was clarified that state law requires notification within 300 feet of the subject property, which is why some nearby residents may not have received direct notice. Since the lots in the area are large, the 300-foot radius does not cover many homes. The city also posted a public notice sign and published a notice in the Tulsa World to meet all legal requirements.

Regarding potential changes, it was emphasized that the rezoning would not affect existing properties, businesses, barns, or animal ownership. The request only applies to the applicant's lot and would allow them to split the property to build an additional home. The rezoning does not introduce new land use regulations beyond what is already permitted under Residential Estate (RE) zoning. Martha Schmidt expressed concerns that the rezoning could increase future density and disrupt the area's rural character. She also worried about the narrow two-lane road and how additional homes could impact traffic.

It was assured the lot sizes would remain relatively large, as each lot would still need a minimum of half an acre and at least 175 feet of road frontage. Due to the available frontage, the proposed split would only allow for two lots, not more. It was reiterated that property owners still have complete control over their land, and any future rezoning or lot splits would require a similar public process. It was emphasized that the rezoning aligns with previous land use changes in the area and follows city planning guidelines.

Dustin Hahn, a resident, is in opposition. He spoke on behalf of his neighbors, particularly one directly affected by the lot split to the west of the proposed rezoning. He explained that many families in the area have lived there for generations, maintaining an agricultural way of life with animals such as goats and cows. Before the city annexation, residents had no say in the process, and since then, residential lot splits have significantly impacted their properties. One concern was removing trees on the rezoned lot, which previously provided shade for animals on the neighboring property.

Mr. Hahn also noted that past housing developments to the west had negative consequences, including stormwater runoff issues that affected surrounding land. He pointed out that a new pond was recently added on the subject property, pushing the new homes closer to the neighbors on both the east and west sides, increasing concerns about proximity to fences and existing properties.

Beyond land use concerns, Mr. Hahn raised infrastructure limitations, emphasizing that the area lacks city water, sewage, and fire hydrants. With houses being built closer together, he worried about fire safety risks and the potential for animal displacement or conflicts with new neighbors who may not be accustomed to living near livestock. He concluded by expressing concerns that introducing new residential developments could gradually alter the close-knit, agricultural nature of the community and lead to ongoing disputes over land use and lifestyle differences.

Further discussion addressed concerns about setbacks, fire safety, and infrastructure limitations in the area. Jonathan Townsend clarified that minimum side setbacks are 15 feet on each side, meaning houses would be at least 30 feet apart, regardless of whether the zoning remains A-RE or changes to RE.

Mr. Hahn raised further concerns about the lack of infrastructure, particularly the absence of city sewer, water, and fire hydrants. It was explained that the property owner would need Department of Environmental Quality (DEQ) approval to install a septic system, which is common in rural areas. While residents could collectively request city sewer services, many parts of Broken Arrow still rely on septic and aerobic systems.

Regarding fire safety, the limited hydrant access was acknowledged but noted that a fire hydrant is planned near the neighboring subdivision to the west. Additionally, there will be a gated fire access road at the end of the new subdivision, which can be unlocked by emergency personnel if needed. However, this gate will remain closed to regular traffic, ensuring it does not alter existing traffic flow or create a new through-street. Hahn acknowledged the response but maintained concerns about the area's overall residential suitability given its rural infrastructure constraints. *Two letters from residents were also read for the record.*

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa.
Move to approve Item 25-105 BAZ-001900-2024 (Rezoning), April Barker, 2.62 acres, A-RE (Annexed Residential Estate), located one-half mile north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E. Avenue/County Line Road)
The motion carried by the following vote:

Aye: 3 - Mindy Payne, Jaylee Klempa, Robert Goranson

7. Appeals - NONE

8. General Commission Business

A. 25-108 Consideration, Discussion, and Possible action regarding a waiver to Section 4.1(n) of the Land Subdivision Code for April Barker, approximately 2.62 acres, A-RE (Annexed Residential Estate) to RE (Residential Estate) via BAZ-001900-2024, located one-half mile north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E. Avenue/County Line Road)

Henry Bibelheimer, Planner II, presented Item 25-108 for applicant April Barker, which considers a waiver request to Section 4.1(N) of the Land Subdivision Code for April Barker's 2.62-acre property associated with BAZ-001900-2024. The property is located north of New Orleans Street and west of 23rd Street in a semi-rural area where sidewalks are not currently present. The owner has applied for a lot split to construct a second single-family home, triggering the requirement for a sidewalk along 96th Street frontage upon permit approval.

Mr. Bibelheimer noted that since 2017, four rezonings and four lot splits have occurred in the vicinity, resulting in three newly constructed homes, none of which were required to install sidewalks. Given the area's semi-rural character and lack of existing sidewalks, the applicant has requested a waiver of the sidewalk requirement. Based on the property's location and surrounding land uses, city staff recommended approving the waiver to Section 4.1(N), effectively removing the sidewalk requirement for the proposed home construction. Staff confirmed their availability for further questions regarding the request.

MOTION: A motion was made by Robert Goranson, seconded by Mindy Payne.
Move to approve Item 25-108 a waiver to Section 4.1(n) of the Land Subdivision Code for April Barker, approximately 2.62 acres, A-RE (Annexed Residential Estate) to RE (Residential Estate) via BAZ-001900-2024, located one-half mile north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E. Avenue/County Line Road)
The motion carried by the following vote:
Aye: 3 - Mindy Payne, Jaylee Klempa, Robert Goranson

B. 25-107 Consideration, discussion, and clarification regarding PUD-001814-2024 minor amendment, Antler Falls, 45.84 acres, PUD-001242-2023 (Planned Unit Development)/RS-4 (Single-Family Residential), located on the southeast corner of Houston Street (81st Street) and Midway Road (257th East Avenue)

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-107.

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne.
Move to continue Item 25-107 PUD-001814-2024 minor amendment, Antler Falls, 45.84 acres, PUD-001242-2023 (Planned Unit Development)/RS-4 (Single-Family Residential), located on the southeast corner of Houston Street (81st Street) and Midway Road (257th East Avenue) to next Planning Commission Meeting.
The motion carried by the following vote:
Aye: 3 - Mindy Payne, Jaylee Klempa, Robert Goranson

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

10. Adjournment

The meeting adjourned at 6:47 p.m.

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa.
Move to adjourn
The motion carried by the following vote:
Aye: 3 - Mindy Payne, Jaylee Klempa, Robert Goranson

City of Broken Arrow

Request for Action

File #: 25-243, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

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

Background:
The minutes of the Planning Commission meeting held January 23, 2025 were approved by the Planning Commission on February 13, 2025.

Cost: Approximately $55.50

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 01-23-2025 Planning Commission Minutes

Recommendation:

Accept minutes of Planning Commission meeting held January 23, 2025.

City of Broken Arrow

Minutes

Planning Commission

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

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

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

1. Call to Order

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

2. Roll Call

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

3. Old Business - NONE

4. Consideration of Consent Agenda

A. 25-140 Approval of PT-001922-2024|PR-000332-2023, Preliminary Plat, Peak at Broken Arrow Addition, approximately 14.16 acres, 6 Lots, CH (Commercial Heavy), located approximately one-third mile south of Florence Street (111th Street), and west of Aspen Avenue (145th East Avenue)

B. 25-133 Approval of PT-001944-2024 BA West, Preliminary Plat, 129 acres, 311 lots, A-1 (Agricultural) to RS-2 (Single Family Residential) via BAZ-001459-2024, one-eighth mile south of Jasper Street (131st Street), west of 23rd Street (193rd E. Avenue/County Line Road)

D. 25-132 Approval of LOT-001935-2024, Villas at Turnberry Replat Lot 10, Blk 2 Lot Split, 3.4 acres, 1 lot to 3 lots, CG (Commercial General), southwest corner of Dearborn Street (41st Street) and 37th Street (209th E. Avenue)

E. 25-139 Approval of LOT-001645-2024, 510M, 1 lot to 2 lots, 5.59 acres, located approximately one-third mile north of Kenosha Street (71st Street), east of Elm Place (161st E. Avenue)

F. 25-142 Approval of LOT-001934-2024, 1 Lot to 2 Lots, approximately 78.7 acres, A-1 (Agricultural) & RS-2 (Single-Family Residential), located approximately one-third mile north of Houston Street (81st Street), west of Oak Grove Road (273rd E. Avenue)

Item 4C 25-128 pulled from consent agenda.

MOTION: A motion was made by Jaylee Klempa, seconded by Jonathan Townsend.
Move to approve Consent Agenda minus Item 25-128.
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

C. 25-128 Approval of PT-001942-2024|PR-000627-2024, Conditional Final Plat, Timber Ridge Residential, approximately 35.30 acres, 141 Lots, A-1 (Agricultural) to RS-4 (Single-Family Residential) and RD (Residential Duplex)/PUD-334, located south and west of the southwest corner of Albany Street (61st Street) and 37th Street (209th E. Avenue)

Henry Bibelheimer, Planner II, presented Item 25-128 for applicant Nicole Watts, Wallace Design Collective. The approval of PT-001942-2024 concerns a conditional final plat for Timber Ridge Residential, covering 35.3 acres and including 141 lots. The property, located southwest of Albany Street and 37th Street, has been rezoned from A-1 (Agricultural) to PUD 334, with RS-4 Single-Family Residential and RD Residential Duplex as the underlying zoning. The single-family homes within the development meet the minimum RS-4 zoning standards, while duplex units are planned for the northeast portion of the property.

The development will have two primary access points on Albany Street and one access point on 37th Street. According to FEMA maps, the property is not within a 100-year floodplain, and water and sanitary sewer services are available from the City of Broken Arrow. The Technical Advisory Committee (TAC) reviewed the conditional final plat on January 14, 2025. Based on

the staff's evaluation and attached checklist, staff recommends approval of PT-001942-2024 as part of PR-000627-2024, subject to meeting all final requirements.

The commission discussion focused on traffic calming islands, curb cuts, and connectivity in the Timber Ridge Residential development. Mindy Payne raised concerns about including traffic calming islands, as she could not locate them in the plans. Nicole Watts of Wallace Design clarified that the plans had been updated based on TAC (Technical Advisory Committee) comments, and three traffic calming islands had been added in designated reserve areas. The islands will feature curb and gutter structures to create distinct lanes, though landscaping details have not yet been finalized. The islands are 10 feet wide and approximately 70 feet long, ensuring they effectively slow traffic without being too narrow, as had been an issue in previous developments.

It was confirmed that the updated plans were consistent with city requirements and noted that two curb cuts onto Albany had been removed due to safety concerns. Instead, the entrance was shifted westward to meet sight distance triangle requirements, preventing potential traffic hazards.

The discussion then shifted to the Albany 40 development just west of Timber Ridge. It was confirmed that while a stub street was initially proposed on the east side of Albany 40, it was not required and, therefore, was not included in Timber Ridge's preliminary plat. However, the development does include a stub street on the south side to provide connectivity.

With these clarifications, staff confirmed that the updated plans align with city requirements, and there were no further concerns from the planning commission.

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa.
Move to approve Item 25-128 PT-001942-2024|PR-000627-2024, Conditional Final Plat, Timber Ridge Residential, approximately 35.30 acres, 141 Lots, A-1 (Agricultural) to RS-4 (Single-Family Residential) and RD (Residential Duplex)/PUD-334, located south and west of the southwest corner of Albany Street (61st Street) and 37th Street (209th E. Avenue)
The motion carried by the following vote:

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

6. Public Hearings

A. 25-143 Public hearing, consideration, and possible action regarding BAZ-001762-2024 (Rezoning), 510M, approximately 3.46 acres, RM (Residential Multifamily), CN (Commercial Neighborhood), & CH (Commercial Heavy) to ON (Office Neighborhood), located approximately one-third mile north of Kenosha Street (71st Street), east of Elm Place (161st E. Avenue)

Joel Hensley, Senior Planner, presented Item 25-143. The public hearing for BAZ-001762-2024 concerns a zoning change request for 3.46 acres located north of Kenosha Street and east of Elm Place. The property is currently designated as Lot 1, Block 1 of North Side Christian Church. It is being rezoned from RM (Residential Multifamily), CN (Commercial Neighborhood) and CH (Commercial Heavy) to ON (Office Neighborhood) to prepare for future commercial development. No formal development applications have been submitted yet.

The property meets all dimensional standards for ON zoning and aligns with the Level 3 designation in the comprehensive plan. The staff report outlines the surrounding land uses, zoning, and plan designations. While the property is not located in a 100-year floodplain, a blue line stream crosses its eastern boundary.

Based on the comprehensive plan, location, and surrounding land uses, city staff recommends approval of the rezoning request.

MOTION: A motion was made by Jonathan Townsend, seconded by Jaylee Klempa.
Move to approve item 25-143 BAZ-001762-2024 (Rezoning), 510M, approximately 3.46 acres, RM (Residential Multifamily), CN (Commercial Neighborhood), & CH (Commercial Heavy) to ON (Office Neighborhood), located approximately one-third mile north of Kenosha Street (71st Street), east of Elm Place (161st E. Avenue)
The motion carried by the following vote:

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

7. Appeals - NONE

8. General Commission Business

A. 25-136 Consideration, discussion, and clarification regarding PUD-001814-2024 minor amendment, Antler Falls, 45.84 acres, PUD-001242-2023 (Planned Unit

Development)/RS-4 (Single-Family Residential), located on the southeast corner of Houston Street (81st Street) and Midway Road (257th East Avenue)

Joel Hensley, Senior Planner, presented Item 25-136 for applicant Brad Hoffman. PUD-001814-2024, a minor amendment to the Antler Falls development, specifically seeking clarification on the approved motion from the planning commission meeting before the applicant proceeds with their appeal to the city council. The motion previously approved included a maximum bump-out allowance of 20%, but further clarification is needed to ensure the applicant fully understands the conditions before moving forward. The request is to define the intent and application of the 20% bump-out limit to avoid misunderstandings when the matter is presented to the city council for final approval.

Further discussion focused on clarifying the intent of the approved motion for PUD-001814-2024, specifically regarding setback adjustments and allowable bump-outs for Antler Falls. The applicant had initially been requested to reduce the side setbacks from 9 feet and 1 foot (9 and 1) to 7 feet and 1 foot (7 and 1). However, there was confusion over whether the approval granted a change to the setback itself or the allowance for limited structural encroachments.

It was clarified that the intent was to allow up to 20% of the home's side to extend into the existing 9-foot setback, but by no more than 2 feet, effectively reducing the setback to 7 feet for that portion. This accommodated small structural features, such as a Murphy bed bump-out, without allowing a more extensive encroachment. The remaining 80% of the structure must comply with the original 9 and 1 setback requirement.

Brad Hoffman sought clarification on whether the 20% bump-out was approved within the proposed initial 7 and 1 setback or the existing 9 and 1 setback. It was confirmed that the approval applies to the 9 and 1 setbacks, allowing a 2-foot encroachment for 20% of the structure but not altering the required setbacks themselves. This means the maximum encroachment maintains a minimum 7-foot clearance from the property line.

This clarification confirmed that no new motion was required unless any votes had changed, which was not the case. If any revisions were needed, the item would have to be re-noticed for a public hearing before further action could be taken. However, the consensus was that the clarification aligned with the original intent of the commission's decision.

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

10. Adjournment

The meeting adjourned at 5:49 p.m.

MOTION: A motion was made by Mindy Payne, seconded by Jonathan Townsend
Move to adjourn
The motion carried by the following vote:

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

City of Broken Arrow

Request for Action

File #: 25-215, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:
Acceptance of Drainage Advisory Committee meeting minutes of October 28, 2024

Background:
The minutes of the Drainage Advisory Committee meeting held October 28, 2024 were approved by the Drainage Advisory Committee on January 27, 2025.

Approximate Cost: $0.00

Funding Source: N/A

Requested By: Charlie Bright, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Drainage Advisory Committee Minutes

Recommendation:
Accept the Drainage Advisory Committee meeting minutes of October 28, 2024

City of Broken Arrow

Minutes
Drainage Advisory Committee

City Hall
220 S 1st Street
Broken Arrow OK
74012

Chair Lori Hendricks
Vice Chair Denise Mason
Donna Wiedenhour
Amber Hamilton
Donna Wallace
Johnnie Parks
Christi Gillespie

Monday, October 28, 2024 **Time 6:00 p.m.** **Council Chambers**

1. Call to Order

Chair Lori Hendricks called the meeting to order.

2. Roll Call

Present: 7 - Lori Hendricks, Denise Mason, Donna Wiedenhour, Amber Hamilton, Donna Wallace, Johnnie Parks, Christi Gillespie

3. Consideration of Consent Agenda

A. 24-1464 Approval of Drainage Advisory Committee meeting minutes of July 29, 2024

MOTION: Christi Gillespie moved to approve the consent agenda, seconded by Donna Wallace.
Move to approve consent agenda
The motion carried by the following vote:
Aye: 7 - Lori Hendricks, Denise Mason, Donna Wiedenhour, Amber Hamilton, Donna Wallace, Johnnie Parks, Christi Gillespie

4. Consideration of Items Removed from Consent Agenda - NONE

5. Presentations

A. 24-1462 Presentation summarizing the projects and funds spent to date of Proposition 6 of the 2018 General Obligation Bond

Pat Wilson, Stormwater Division Manager of the Engineering and Construction Department, gave an update on the progress and plans for drainage improvements funded by Proposition Six. He reviewed completed projects, current ones, and plans, emphasizing the legal allowance to use bond funds for drainage improvements on private property with a vested public interest marked by permanent easements. So far, 50 projects have been managed: 31 are closed, six are near closure, two are in permitting, three are in construction, and eight are in design.

Mr. Wilson detailed financials, showing how funds are allocated and managed across various drainage basins. Some funds show discrepancies due to project closures and reallocation. He noted about $700,000 remains of sold funds, with an additional $2.5 million to be sold in

future fiscal years.

Mr. Wilson recommended looking into more significant projects to utilize the remaining funds effectively, including channel clearing and improvements in specific areas needing structural repairs. He concluded by expressing a commitment to supporting drainage capacity and flow improvements citywide for the benefit of residents.

In further discussion with the Committee, Mr. Wilson explored ways to proactively identify and fund necessary drainage projects, particularly those that protect critical infrastructure and address stormwater issues on private property. The team highlighted several cases where city-initiated projects could be justified, such as repairing culverts or fixing drainage channels that impact public and private property. The concern was raised about spending Proposition Six funds efficiently before proposing future bonds, with the potential for a 2026 bond measure.

Suggestions included proactively identifying problem areas based on insights from engineering and stormwater teams, police, and fire departments, who often encounter flood-prone sites. The team emphasized the importance of community awareness so that property owners know the program. Outreach ideas included leveraging public workshops and city expositions to share information on stormwater solutions and partnerships. This proactive approach aims to expedite the spending of existing funds while aligning with the intent of Proposition Six, ensuring public benefit through these public-private drainage improvements.

Vice-chairperson Denise Mason praised the city of Broken Arrow's progressive approach, especially its willingness to partner with citizens on infrastructure projects, setting it apart from other cities. They emphasized that city officials understand problem areas better than anyone, including older neighborhoods likely to face issues in the future. Highlighting this collaborative approach could be beneficial in publicizing the city's commitment to citizen partnership, as it fosters a better quality of life for residents.

Vice-chairperson Denise Mason suggested using stories, possibly through media coverage, to communicate the city's proactive work, such as before-and-after project outcomes, which can demonstrate Broken Arrow's unique community-focused initiatives. A specific project on Dallas and Fourth was identified for a potential feature story, showing the city's ongoing efforts. This type of storytelling could enhance public understanding of these initiatives and attract positive attention to the city.

6. General Committee Business

A. 24-1465 Consideration, discussion, and possible action to recommend to City Council to expend funds to investigate and design erosion control measures in the Bristol Ponds south detention pond and in the channel between Bristol Ponds and Elm Place (Case No 24-016)

Mr. Wilson presented a potential public-private drainage improvement project near 91st and Elm Place, involving the city's stormwater system near a Big Lots store and the adjacent Bristol Ponds subdivision. He outlined the flow path where stormwater travels from Elm Place through a city-owned concrete channel into a pond on private property. The concrete channel requires maintenance due to erosion and breakage.

Mr. Wilson noted that the high velocity of stormwater (13.2 feet per second) erodes the banks, whereas a safe flow velocity should be below 6 feet per second. An investigation revealed that a developer had not installed required energy dissipators, resulting in higher-than-expected water velocity.

The project proposes a partnership with the Homeowners Association (HOA) to stabilize the

channel and pond bank, aiming to reduce the flow velocity and ensure proper drainage capacity. Since the area is outside a regulatory floodplain, permitting would be handled by the city, not federal agencies. Wilson recommended that the committee approve $50,000 for the project's design phase and welcomed questions.

In this discussion, committee members and city staff discussed a proposed drainage improvement project involving a detention pond and drainage channel near Big Lots and Arvest Bank on Elm Place. This project aims to reduce stormwater velocity and prevent erosion in a concrete channel leading to Bristol Ponds. Staff clarified that the original developer had not installed energy dissipators as required, but limitations on liability prevented action against the developer due to the project's completion in 2005. Today, the city has stricter oversight processes for similar projects.

Committee members emphasized the importance of ensuring developers follow through on drainage and infrastructure requirements and suggested potentially implementing a point or tracking system for developers. The group agreed that this project could benefit from energy dissipators to effectively manage water flow, with design funding sought before requesting construction funds. The city will address additional design features and assess costs in the following stages, ensuring compliance and enhancing drainage capacity in the area.

Patty Pitcock, a citizen, expressed gratitude to the city for their responsiveness and commitment to addressing stormwater issues. As a former educator and administrator, they took the initiative to research and document the problem, using the city's resources, such as the website and the Click Fix platform, to report it. They noted that while many residents bring issues to light, fewer are willing to partner to resolve them. Living near the pond, they had observed an increase in erosion over the past two years, with large chunks of land eroding, which indicated an issue beyond natural erosion.

The citizen commended Patrick from the city's team for understanding the situation's severity and knowing precisely what to investigate. They felt reassured by the city's expertise and thorough approach. Additionally, they appreciated the committee’s dedication to the "spirit of intent" in their work and joked about becoming knowledgeable on energy dissipators through their research. They concluded by emphasizing the importance of having skilled professionals to address complex issues like these.

Ms. Pitcock, a longtime resident of Broken Arrow since 1977 and a current homeowner in Bristol Ponds, shared her support and appreciation for the city's efforts on stormwater management. They humorously noted their decision to move to a more manageable property, anticipating future needs as they and their spouse age. Acknowledging the city's need to prioritize projects, they understood their issue might not be top priority. However, they emphasized their willingness and other homeowners' willingness to support the city's efforts, especially if initial design and investigation lead to further actions. They concluded with gratitude for the hard work of the board members, appreciating their dedication to community issues.

Lori Hendricks, Chair, emphasized the importance of clearly communicating the public benefit of this stormwater project. The public benefit lies in maintaining a consistent stormwater flow through the channel and pond, preventing public and private property issues. The city owns the incoming and outgoing parcels of the stormwater system, ensuring continuity in managing water flow and minimizing potential flooding or erosion impacts on nearby properties.

MOTION: Christi Gillespie motioned to expend funds for Case No 24-016, seconded by Donna Wiedenhour.
Move to approve Case No 24-016.

The motion carried by the following vote:

Aye: 7 - Lori Hendricks, Denise Mason, Donna Wiedenhour, Amber Hamilton, Donna Wallace, Johnnie Parks, Christi Gillespie

B. 24-1466 Consideration, discussion, and possible action to recommend to City Council to expend funds to construct erosion mitigation and repair the leaking pond spillway at Shenandoah Valley at Battle Creek (Case No 24-015)

Pat Wilson, Stormwater Division Manager of the Engineering and Construction Department, reviewed a case initially presented in August 2022, which involved studying a leaking spillway at a detention pond between the Extended Doe Valley subdivisions. The study, funded by the city, aimed to address erosion and protect a nearby 10-inch sanitary sewer line. Since then, the Property Owners Association (POA) hired an engineering firm to create construction plans, completed in September 2024, that propose a polyurethane injection to seal the spillway and prevent leakage.

The project location is east of Aspen Avenue and north of Omaha, near Battle Creek Golf Course. Photos showed saturated ground around the spillway, visible water seepage through concrete, and proximity to the golf course's cart path. Protecting the sewer line is a crucial public benefit, ensuring the infrastructure remains safe from water damage.

City staff recommended the committee approve a $45,000 expenditure for erosion control and spillway repairs. This amount includes contingency but will not be disclosed publicly to ensure fair bidding. The committee was invited to ask questions regarding the proposal.

Mr. Wilson and the committee discussed the proposed $45,000 mitigation project for the leaking spillway and its broader impacts, including protection of the sewer line and the cart path on the publicly owned Battle Creek Golf Course. While the ideal long-term solution would be completely removing and replacing the spillway, this would cost around half a million dollars. Instead, the proposed repair uses a pressure injection system with state-specified materials, which provides a middle-ground solution, though the exact lifespan is uncertain.

The committee noted that if this mitigation were to fail, costs to repair the sewer line alone would likely exceed $45,000, especially considering excavation and spillway protection requirements. They emphasized the importance of maintaining the golf course's path and the sewer line. They supported proceeding with the mitigation measure as a cost-effective way to protect city assets.

MOTION: Johnny Parks motioned to approve Case No 24-015, seconded by Denise Mason.
Move to approve Case No. 24-015.
The motion carried by the following vote:

Aye: 7 - Lori Hendricks, Denise Mason, Donna Wiedenhour, Amber Hamilton, Donna Wallace, Johnnie Parks, Christi Gillespie

C. 24-1469 Consideration, discussion, and possible action to recommend to City Council to expend funds to design improvements to the retaining wall holding back a private pond on Aspen Avenue between New Orleans Street and Florence Avenue (Case No. 24-014)

Mr.Wilson presented a case for addressing a retaining wall issue adjacent to a private pond near Aspen Avenue, approximately half a mile south of New Orleans. The pond itself is private property and dates back to at least 1955. However, when Aspen Avenue was widened in 2008, a public retaining wall was built within the city's right of way to accommodate the pond. The wall now faces problems, with water and sediment seeping through and spilling onto the sidewalk and street, creating hazards and adding sediment to the drainage system.

Additionally, a 12-inch city water line runs parallel to the retaining wall.

Photos showed the seepage, sediment accumulation, and erosion at the wall, as well as evidence of a nearby sheet pile wall and slope movement toward the pond. In this project, the city's public benefit is keeping the sidewalk and road clear of sediment and water to maintain safety and prevent further infrastructure deterioration.

Mr. Wilson recommended a $100,000 budget for investigating the cause and a design for mitigation. Although structural engineering costs are currently high, any unused funds will be returned to the project budget. The committee was invited to ask questions.

Mr. Wilson and the committee discussed the complexities of addressing a retaining wall issue near a private pond adjacent to Aspen Avenue. While multiple property owners privately own the pond, the city is responsible for installing a retaining wall during a road expansion in 2008. This wall has been prone to leakage, causing water and sediment to flow onto the sidewalk and road, which could become hazardous, especially in winter.

The pond is part of a system that flows into Aspen Creek through the city's storm sewer. The committee considered possible solutions, including lowering the water level to reduce pressure on the retaining wall. However, the private property owners who control the pond level denied the city's request to drop the pond's outfall, limiting options. Additionally, water pressure behind the wall remains high, with a sheet pile installed temporarily during construction in 2008 as a stopgap.

Committee members suggested further evaluation, potentially including a drainage system behind the wall to redirect water. The proposed $100,000 for investigation would enable the city to explore options with structural engineers to address the seepage and reduce wall pressure. However, the final solution may require complex coordination with multiple property owners.

MOTION: Christi Gillespie motioned to approve $100,000 in design costs, seconded by Amber Hamilton.
Move to approve the expenditure.
The motion carried by the following vote:

Aye: 7 - Lori Hendricks, Denise Mason, Donna Wiedenhour, Amber Hamilton, Donna Wallace, Johnnie Parks, Christi Gillespie

7. Adjournment

MOTION: A motion was made to adjourn and seconded.
Move to adjourn.
The motion carried by the following vote:

Aye: 7 - Lori Hendricks, Denise Mason, Donna Wiedenhour, Amber Hamilton, Donna Wallace, Johnnie Parks, Christi Gillespie

_____ _____

Chairperson Deputy City Clerk

City of Broken Arrow

Request for Action

File #: 25-233, **Version:** 1

Broken Arrow City Council
Meeting of: February 18, 2025

Title:

Approval of and authorization to execute Resolution No. 1630, a Resolution authorizing the City Attorney to defend Leon Rademacher in the matter of John Winningham, et al. v. City of Broken Arrow, et al. Case No. 24-cv-62-JDR, in the U.S. District Court for the Northern District of Oklahoma

Background:
On February 15, 2024, John Winningham, Jr. filed a pro se Complaint in the Northern District of Oklahoma alleging Officer Leon Rademacher, and others, conspired, abused process and maliciously prosecuted Plaintiff Winningham. Plaintiff also makes claims of theft of property and fraud. This suit arose from an arrest of Mr. Winningham on July 31, 2018 as a result of a warrant from Sequoyah County. Title 11 O.S. § 23-101 et seq. provides for the City of Broken Arrow to defend its municipal employees in such actions. Officer Leon Rademacher acted in good faith and in the course and scope of his employment in this encounter and is entitled to a defense by the City of Broken Arrow.

Cost: Cost of litigation

Funding Source: Legal Department Operational Budget

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Resolution No. 1630

Recommendation:
Approve Resolution No. 1630 and authorize its execution.

RESOLUTION NO. 1630

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO DEFEND LEON RADEMACHER IN THE MATTER OF JOHN WINNINGHAM, JR., ET AL., V. CITY OF BROKEN ARROW, ET AL., CASE NO. 24-CV-62-JDR, IN THE NORTHERN DISTRICT OF OKLAHOMA

WHEREAS, on February 15, 2024, John Winningham, Jr. filed a Complaint against Defendants, the City of Broken Arrow, Scott Bennett, Leon Rademacher and Tiffany Jessie for claims of conspiracy, abuse of process, malicious prosecution, theft and fraud; and

WHEREAS, Officer Leon Rademacher has complied with the provisions of 11 O.S. § 23-102 and requested that the City of Broken Arrow defend him in this matter; and

WHEREAS, Officer Leon Rademacher was acting in good faith and in the course of his employment with the City of Broken Arrow; and

WHEREAS, 11 O.S. § 23-101 *et seq.* provides for the defense of such municipal employees;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, that the City Attorney is hereby directed to appear and defend Officer Leon Rademacher in the matter of *Winningham, et al., v. COBA et. al., Case No. 24-CV-62-JDR,* in the Northern District of Oklahoma.

This Resolution is approved and passed in open meeting by the City Council of the City of Broken Arrow on this 18th day of February, 2025.

ATTEST: _____ Mayor

_____
(SEAL) City Clerk

APPROVED:

_____
City Attorney

City of Broken Arrow

Request for Action

File #: 25-234, **Version:** 1

Broken Arrow City Council
Meeting of: February 18, 2025

Title:

Approval of and authorization to execute Resolution No. 1631, a Resolution authorizing the City Attorney to defend Scott Bennett in the matter of John Winningham, et al. v. City of Broken Arrow, et al. Case No. 24-cv-62-JDR, in the U.S. District Court for the Northern District of Oklahoma

Background:
On February 15, 2024, John Winningham, Jr. filed a *pro se* Complaint in the Northern District of Oklahoma alleging Deputy Chief Scott Bennett, and others, conspired, abused process and maliciously prosecuted Plaintiff Winningham. Plaintiff also makes claims of theft of property and fraud. This suit arose from an arrest of Mr. Winningham on July 31, 2018 as a result of a warrant from Sequoyah County. Title 11 O.S. § 23-101 *et seq.* provides for the City of Broken Arrow to defend its municipal employees in such actions. Deputy Chief Bennett acted in good faith and in the course and scope of his employment in this encounter and is entitled to a defense by the City of Broken Arrow.

Cost: Cost of litigation

Funding Source: Legal Department Operational Budget

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Resolution No. 1631

Recommendation:
Approve Resolution No. 1631 and authorize its execution.

RESOLUTION NO. 1631

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO DEFEND SCOTT BENNETT IN THE MATTER OF JOHN WINNINGHAM, JR., ET AL., V. CITY OF BROKEN ARROW, ET AL., CASE NO. 24-CV-62-JDR, IN THE NORTHERN DISTRICT OF OKLAHOMA

WHEREAS, on February 15, 2024, John Winningham, Jr. filed a Complaint against Defendants, the City of Broken Arrow, Scott Bennett, Leon Rademacher and Tiffany Jessie for claims of conspiracy, abuse of process, malicious prosecution, theft and fraud; and

WHEREAS, Deputy Chief Scott Bennett has complied with the provisions of 11 O.S. § 23-102 and requested that the City of Broken Arrow defend him in this matter; and

WHEREAS, Deputy Chief Scott Bennett was acting in good faith and in the course of his employment with the City of Broken Arrow; and

WHEREAS, 11 O.S. § 23-101 *et seq.* provides for the defense of such municipal employees;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, that the City Attorney is hereby directed to appear and defend Deputy Chief Scott Bennett in the matter of *Winningham, et al., v. COBA et. al., Case No. 24-CV-62-JDR,* in the Northern District of Oklahoma.

This Resolution is approved and passed in open meeting by the City Council of the City of Broken Arrow on this 18th day of February, 2025.

ATTEST: _____ Mayor

_____
(SEAL) City Clerk

APPROVED:

_____
City Attorney

City of Broken Arrow

Request for Action

File #: 25-232, **Version:** 1

Broken Arrow City Council
Meeting of: February 18, 2025

Title:

Approval and authorization to execute Resolution No. 1632, a Resolution authorizing the City Attorney to defend Tiffany Jessie Koch in the matter of John Winningham, et al. v. City of Broken Arrow, et al. Case No. 24-cv-62-JDR, in the U.S. District Court for the Northern District of Oklahoma

Background:
On February 15, 2024, John Winningham, Jr. filed a pro se Complaint in the Northern District of Oklahoma alleging Officer Tiffany Jessie Koch, and others, conspired, abused process and maliciously prosecuted Plaintiff Winningham. Plaintiff also makes claims of theft of property and fraud. This suit arose from an arrest of Mr. Winningham on July 31, 2018 as a result of a warrant from Sequoyah County. Title 11 O.S. § 23-101 et seq. provides for the City of Broken Arrow to defend its municipal employees in such actions. Officer Tiffany Jessie Koch acted in good faith and in the course and scope of her employment in this encounter and is entitled to a defense by the City of Broken Arrow.

Cost: Cost of litigation

Funding Source: Legal Department Operational Budget

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Resolution No. 1632

Recommendation:
Approve Resolution No. 1632 and authorize its execution.

RESOLUTION NO. 1632

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO DEFEND TIFFANY JESSIE KOCH IN THE MATTER OF JOHN WINNINGHAM, JR., ET AL., V. CITY OF BROKEN ARROW, ET AL., CASE NO. 24-CV-62-JDR, IN THE NORTHERN DISTRICT OF OKLAHOMA

WHEREAS, on February 15, 2024, John Winningham, Jr. filed a Complaint against Defendants, the City of Broken Arrow, Scott Bennett, Leon Rademacher and Tiffany Jessie for claims of conspiracy, abuse of process, malicious prosecution, theft and fraud; and

WHEREAS, Officer Tiffany Jessie Koch has complied with the provisions of 11 O.S. § 23-102 and requested that the City of Broken Arrow defend her in this matter; and

WHEREAS, Officer Tiffany Jessie Koch was acting in good faith and in the course of her employment with the City of Broken Arrow; and

WHEREAS, 11 O.S. § 23-101 *et seq.* provides for the defense of such municipal employees;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, that the City Attorney is hereby directed to appear and defend Officer Tiffany Jessie Koch in the matter of *Winningham, et al., v. COBA et. al., Case No. 24-CV-62-JDR,* in the Northern District of Oklahoma.

This Resolution is approved and passed in open meeting by the City Council of the City of Broken Arrow on this 18th day of February, 2025.

ATTEST: _____ Mayor

_____
(SEAL) City Clerk

APPROVED:

_____
City Attorney

City of Broken Arrow

Request for Action

File #: 25-187, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-25

Title:
Approval of and authorization to execute a Waiver of Conflict of Interest between the Center for Economic Development Law "Law Firm", and the City of Broken Arrow involving the Center for Economic Development's representation of The Robson Companies, and any affiliates and sponsors, with respect to certain economic development matters and subjects as they relate to the City of Broken Arrow

Background:
The Center for Economic Development "Law Firm" has previously represented the City in various legal matters. The Law Firm and The Robson Companies have discussed the possibility of private representation involving a Tax Increment Finance project on the eastern side of the City of Broken Arrow limits involving the Forest Ridge Phase III Project. The Wavier would pertain to a consulting role and not full representation of the Robson Companies. The Law Firm would be involved in consulting to develop a series of revenue and allocation projections. The attached Waiver of Conflict of Interest provides that the City waives its right to assert a conflict of interest so that Law Firm may consult with the Robson Companies regarding the potential Tax Increment Project.

Cost: No Cost

Funding Source: No Source

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Waiver of Conflict of Interest

Recommendation:
Approve the Waiver of Conflict of Interest with Center for Economic Development Law and authorize its execution.

CENTER FOR ECONOMIC
DEVELOPMENT LAW

James Dan Batchelor
Emily K. Pomeroy
Lisa M. Harden
Jeff Sabin
Kathryn L. Walker

301 North Harvey, Suite 200
Oklahoma City, OK 73102
www.econlaw.com
405 232 4606

January 31, 2025

Michael Spurgeon
City Manager
City of Broken Arrow
220 S. First Street
Broken Arrow, OK 74012

RE: Waiver of Conflicts of Interest with respect to representation by Center for Economic Development Law, PLLC ("Firm") of The Robson Companies, Inc.

Dear Mr. Spurgeon,

The Firm has represented the City of Broken Arrow ("City") with respect to several projects over the years, including but not limited to: (1) the initial creation and occasional ongoing implementation of the Broken Arrow FlightSafety and Downtown Economic Development Project Plan and its related tax increment districts, which began in 2005, and included drafting necessary redevelopment agreements and securing financing associated with that project and has occasionally involved ongoing questions on its implementation and filing of the statutory annual reports; (2) the initial analysis and discussion of a potential sales tax increment district and project plan for Aspen Creek retail development; (3) analysis and initial discussions toward creation of a tax increment district for a City industrial park; and (4) providing special counsel opinions for the Broken Arrow Economic Development Authority's 2019 series tax increment revenue note.

At the suggestion of Nate Ellis of the Public Finance Law Group, the City's current public finance and tax increment finance counsel, Davis Robson, Executive Vice President of The Robson Companies, Inc. ("Company"), reached out to the Firm requesting its assistance with modeling a tax increment financing scheme for the Company's Forest Ridge Phase III development ("Project") on the eastern side of the City limits and making sure that scheme does not harm (and instead benefits) Broken Arrow Public Schools. The engagement requested would not involve a full legal representation for the Company through the TIF creation process; the Firm would serve only in a consulting role to help the Company develop a series of revenue projections and allocation schemes that Mr. Ellis can use in his role as the City's TIF counsel.

After a brief discussion with Mr. Ellis confirming what he believes Mr. Robson will need so that Mr. Ellis can assist the City with the formal consideration and process for a potential use of tax increment financing for the Project, we do not believe the Firm's limited representation of

the Company on this matter will adversely affect or compromise our relationship with the City or Authority. However, given the Firm's long history of representing those entities on specific projects, we want to ensure that the City is comfortable with such an arrangement and waives any potential conflicts of interest with respect to this limited engagement. If you desire to waive this potential conflict of interest, please execute this letter where indicated below and return a scanned copy of this executed letter to the undersigned via email at jeffsabin@econlaw.com.

If you do not wish to waive this potential conflict, however, we will respectfully decline the engagement with the Company. Furthermore, please be advised that the Firm will reserve the right to withdraw from representing the Company at any time should such withdrawal become necessary or result in the best interest of the Company and City. If you would like to discuss anything related to the potential engagement or this letter, please do not hesitate to reach out by email or phone.

We look forward to hearing from you.

Very Truly Yours,

Jeffrey Ray Sabin

Jeff Sabin
for the Firm

CC: Nate Ellis, Public Finance Law Group

Agreed and accepted this 18th day of FEBRUARY, 2025.

CITY OF BROKEN ARROW,

By: _____
Michael Spurgeon, City Manager

City of Broken Arrow

Request for Action

File #: 24-1678, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:
Approval of and authorization to execute Agreement for Transportation Planning Support with Kimley-Horn and Associates, Inc for providing traffic master plan evaluations and related support services (2552170)

Background:
In order to support Engineering and Construction Department staff with evaluating the City for future traffic growth and possible conflicts, Kimley-Horn and Associates, Inc. was selected to provide transportation master plan evaluation. This project includes: discussion of traffic technology solutions; future trends and opportunities for traffic infrastructure; provide evaluation and support in 2026 GO Bond Proposition 1 preparation, prepare project memorandums, and organize projects into funding packages; and review of existing City of Broken Arrow standards and policies, with recommendations for improvement.

Cost: $259,200

Funding Source: Street Sales Tax

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

Approved By: City Manager's Office

Attachments: Professional Consultant Services 2552170

Recommendation:
Approve and authorize execution of Agreement for Professional Consulting Services with Kimley-Horn and Associates, Inc for providing professional transportation prioritization for future bond projects and related support services (2552170)

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170

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

W I T N E S S E T H:

WHEREAS, OWNER intends to prioritize upcoming Bond planning as well as develop the next generation of transportation and ITS infrastructure (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

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

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

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

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

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

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

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

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

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

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

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 15 - TERMINATION

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

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

ARTICLE 16 - DELAY IN PERFORMANCE

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

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

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

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

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

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

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

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

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

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

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

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

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

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

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

ARTICLE 25 - COMMUNICATIONS

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

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

CONSULTANT:
Kimley-Horn and Associates, Inc.
4727 Gaillardia Parkway, Suite 250
Oklahoma City, OK 73142
405.241.5447

Contact Name: Luke Schmidt, P.E., PTOE
Project Manager, Oklahoma City

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:
Kimley-Horn and Associates, Inc.

By: _____
Douglas Arnold, Contract Specialist

Date: 01/28/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: _____
Monica Powell, Assistant Secretary

Date: 1/28/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Texas)
) §
County of Tarrant)

Before me, a Notary Public, on this 28th day of January 2025, personally appeared Douglas Arnold, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Contract Specialist) 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:

02-03-2026

Notary Public

EVELYN ROMERO NOTARY PUBLIC STATE OF TEXAS ID 133569529 EXP. 02-03-2026

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to assist the OWNER to prioritize the upcoming Bond planning as well as continue to develop the next generation of transportation and ITS infrastructure in the City of Broken Arrow.

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 ($259,200) budgeted for this PROJECT that includes all professional consultant fees.

2.0 PROJECT SCOPE

2.1 Transportation Planning – CONSULTANT will prepare for and lead discussions around transportation best practices using industry examples and communities of both similar and aspirational sizes. See details in Appendix 1.

2.2 Transportation Bond Project Assessment and Prioritization - CONSULTANT will support the OWNER bond programming project prioritization. See details in Appendix 1.

2.3 Additional Transportation Bond Project Assessment and Prioritization - In addition to the corridor screening, CONSULTANT will perform additional project review, assessments, and screenings. See details in Appendix 1.

2.4 Transportation Policy Review and Recommendations - CONSULTANT will review existing policies, procedures, and standards pertaining to transportation decision making related to infrastructure and private development. This task will include the review and recommendations of the standards, procedures, and policies. See details in Appendix 1.

3.0 SCOPE OF SERVICES

3.1 See attached Appendix 1.

ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170

ORGANIZATION OF SUBMITTAL DOCUMENTS/DISCUSSIONS

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

1.0 TRANSPORTATION TECHNOLOGY KNOWLEDGE EXCHANGE DISCUSSION: The CONSULTANT shall prepare and lead discussions around Transportation best practices. These discussions will follow the content and format presented in Appendix 1, Task 1. The CONSULTANT shall submit a technical memorandum that includes summaries of each workshop including goals and objectives.

2.0 TRANSPORTATION BOND PROJECT ASSESSMENT AND PRIORITIZATION: The CONSULTANT shall support the OWNER bond programming project prioritization as it relates to:

- Historic traffic data and growth trends;
- Travel time and travel reliability;
- Crash data as part of the INCOG Safety Action Plan;
- Current and future land use plan;
- ODOT/OTA 8-year plan
- INCOG bike/trail plan
- Pavement condition assessment report (PCI)

From this evaluation, CONSULTANT will provide a report of recommendations about project prioritization into funding packages.

3.0 ADDITIONAL TRANSPORTATION BOND PROJECT ASSESSMENT AND PRIORITIZATION: The CONSULTANT shall submit a technical memorandum documenting the methodology, analysis, and recommendations from the screening presented in Appendix 1, Task 3.

4.0 TRANSPORTATION POLICY REVIEW AND RECOMMENDATIONS: The CONSULTANT shall review existing policies, procedures, and standards pertaining to transportation evaluations of infrastructure and private development that the CITY has in place. Based on this review, CONSULTANT shall include recommendations of next steps.

ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170

COMPENSATION AND ADDITIONAL SERVICES

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

1.0 BASIC COMPENSATION

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

1.1 Task 1 – Transportation Technology Knowledge Exchange Discussion: The OWNER shall pay the CONSULTANT a lump sum amount of $ 38,200.00 for the completion of the Transportation Technology Knowledge Exchange Discussion. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Task 2 – Transportation Bond Project Assessment and Prioritization: The OWNER shall pay the CONSULTANT a lump sum amount of $97,400.00 for the completion of the Transportation Bond Project Assessment and Prioritization Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Task 3 – Additional Transportation Bond Project Assessment and Prioritization: The OWNER shall pay the CONSULTANT a lump sum amount of $56,400.00 for the completion of the Additional Transportation Bond Project Assessment and Prioritization Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 Task 4 – Transportation Policy Review and Recommendations: The OWNER shall pay the CONSULTANT a lump sum amount of $ 67,200.00 for review of existing CITY standards and recommendations of next steps pertaining to transportation review of infrastructure and private development projects.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 2 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2013 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
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

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

1.0 OWNER'S RESPONSIBILITIES

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

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

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

1.4 OWNER shall be responsible for all permit fees 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
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170

PROJECT SCHEDULE

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

1.0 TRANSPORTATION TECHNOLOGY KNOWLEDGE EXCHANGE DISCUSSION: 360 DAYS

1.1 Notice to Proceed:
1.2 Prepare Workshop Discussion:
1.3 Hold Technical Workshop:
1.4 Submit Technical Memorandum:
1.5 Owner Review:

2.0 TRANSPORTATION BOND PROJECT ASSESSMENT AND PRIORITIZATION: 60 DAYS

2.1 Notice to Proceed:
2.2 Evaluate Owner Bond Program:
2.3 Submit Bond Program Funding Packages:
2.4 Owner Review:

3.0 ADDITIONAL TRANSPORTATION BOND PROJECT ASSESSMENT AND PRIORITIZATION: 60 DAYS

3.1 Notice to Proceed:
3.2 Evaluate and Submit Owner Projects for Additional Screening:
3.3 Owner Review:
3.4 Screen Projects for Recommendations:
3.5 Submit Project Evaluation Recommendations
3.6 Owner Review:

4.0 TRANSPORTATION POLICY REVIEW AND RECOMMENDATIONS: 360 DAYS

4.1 Notice to Proceed:
4.2 Evaluate Owner Standards and Policies:
4.3 Submit Recommendations for Policy Revisions and/or Additions:
4.4 Owner Review

01/28/2025

Mr. Travis Small, P.E., CFM
City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012

Re: Letter Agreement for Professional Services for Transportation Planning for Bond Support and System Development – Project 2552170

Dear Mr. Small:

Kimley-Horn and Associates, Inc. ("Kimley-Horn", "Consultant", "KH") submits this Letter Agreement ("Agreement") to the City of Broken Arrow ("Client") for providing Transportation Planning support for multiple City programs ("Project").

Project Understanding

This scope of work includes multiple tasks to support the Client for prioritizing the upcoming Bond planning as well as continue to develop the next generation of transportation and ITS infrastructure in the City of Broken Arrow.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1: Transportation Technology Knowledge Exchange Discussion
KH will prepare for and lead discussions around transportation best practices using industry examples and communities of both similar and aspirational size. This will consist of:

- A discussion on the state of the practice
- Discussion of traffic technology solutions
- Transportation Systems Management and Operations (TSM&O)
    - Internal City collaboration
    - What a Traffic Management Center could look like
    - Workforce environment (e.g. trainings, staffing, etc.)
    - Compatibility of the City's technology assets
- Future trends and opportunities
- Attendance of up to four (4) people from KH to discuss key elements of the goals and objectives workshop, including discussions with the Police/Fire departments and Information Technologies (IT) department.
- Summary memorandum documenting goals and objectives and meeting summaries

Task 2: Transportation Bond Project Assessment and Prioritization
KH will support the Client bond programming project prioritization. This will consist of:

a. Review the Client's collected transportation survey
b. Review historic traffic data and growth trends collected by the Client, available through ODOT and INCOG
c. Review travel time and travel time reliability data across the section line roads, utilizing probe data through INRIX. This includes up to 25 corridors based on the identified projects. This data will be used for project prioritization.

d. Evaluate crash data collected and evaluated as part of the INCOG Safety Action Plan as well as the High Injury Network, and how it relates to the Bond projects
e. Review the current and the future land use plan for growth/generators in the City that could impact corridor capacity
f. Review City provided housing study with available demographic data
g. Review ODOT/OTA 8-year plan for traffic disruptions that could impact long term traffic patterns
h. Review INCOG bike/trail plan and how it relates to the proposed projects
i. Review pavement condition assessment report (PCI), provided by Client

KH will use the previously identified metrics as a tool to provide recommendations about prioritized selected projects into funding packages consistent with the highest need and most significant impact. KH will develop a list of other corridor transportation projects that appeared in the analysis, if not already on the list of Bond projects, and provide to the Client.

Task 3: Additional Transportation Bond Project Assessment and Prioritization
In addition to the corridor screening, KH will perform additional project review, assessments, and screenings. These additional screenings will consist of:

a. Review INCOG travel demand model outputs
b. Review and evaluate up to five (5) intersections for consideration of different/alternative intersection design consisting of:
    i. Utilize client provided traffic counts
    ii. Client provided existing traffic signal timings
    iii. Development Synchro analysis model
    iv. Sensitivity testing of alternative intersection geometry and design (e.g. roundabout) using the FHWA Intersection Control Evaluation Stage 1 methodology paired with Synchro analysis
    v. Develop planning level benefit/cost analysis using average vehicle delay and operations and maintenance costs of the facility. Operations and maintenance costs provided by the Client.

KH will provide a technical memorandum documenting the methodology, analysis and recommendations from the additional screening described above.

Task 4: Transportation Policy Review and Recommendations
KH will review existing policies, procedures, and standards pertaining to transportation decision making related to infrastructure and private development. This task will include the review and recommendations of the standards, procedures, and policies related to the following:

a. Review traffic Impact Assessment (TIA) standards, triggers, and processes
b. Review driveway access and spacing requirements
c. Review complete streets design manual
d. Review traffic signal and ITS standards
e. Review multimodal planning and design of sidewalks, trails, and bike infrastructure
f. Review traffic calming and safety

Recommendations will include review of the current standards/policies and recommendations related to the aforementioned items. If a standard, procedure, or policy does not exist, the recommendation will include items to consider, examples of similar communities, best practices, and recommendations of next steps.

Future Task Order Opportunities

Task 5: Communication Master Plan
KH will work with the Client to review and develop the following:

- Review the existing fiber optic infrastructure routing
- Discussion on cyber security and smart City approach to future communication
- Coordinate with other Client departments to leverage existing and future infrastructure
- Coordinate with the Client to identify traffic signals and other facilities for connectivity
- Discuss fiber optic cable bandwidth requirements
- Develop traffic signal cabinet, fiber optical cable, conduit, ground box, grounding, and tracing details
- Coordinate potential Client owned facility connections
- Develop proposed fiber optic cable routing, sizing, and connection mapping
- Develop potential partial/full funding opportunities
- Develop phasing plan and Opinion of Probable Construction Costs (OPCC)
- Discuss the development of a Traffic Management Center (TMC) and possible implementation into the Client's system

These discussions, data collection, analysis, and recommendations will be combined into a technical memorandum documenting the methodology, key findings, and next steps.

Task 6: Bicycle and Trail Master Plan
KH will work with the Client to review and develop the following:

- Review existing trails and on-street bicycle facilities
- Discuss future priorities and key City connectivity
- Review citywide collected ADT data to assess opportunities for on-street versus off-street/trail facilities
- Develop refined design standards and best practices for bicycle infrastructure

These discussions, data collection, analysis, and recommendations will be combined into a technical memorandum document the methodology, key findings, and next steps.

Task 7: ADA Assessment/ADA Transition Plan
KH will work with the Client to develop an ADA Transition plan consisting of the following:

- Inventory of the existing sidewalk infrastructure, crosswalks, and pedestrian push buttons/pedestrian signal heads
- Site review of the identified infrastructure for ADA compliance consistent with PROWAG
- Develop a database of the inventory and condition assessment
- Identify project costs and prioritization.

The data collection, condition assessment, and recommendations will be document in an ADA Transition Plan report.

Task 8: Grant/Funding Opportunities
KH will work with the Client to identify transportation related grant opportunities, technical support for grant applications, full grant development, and/or grant administration.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Record drawings
- Available data
- Meeting spaces

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 8 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
1	Transportation Technology Knowledge Exchange Discussion	$ 38,200	Lump Sum
2	Transportation Bond Project Assessment and Prioritization	$ 97,400	Lump Sum
3	Additional Transportation Bond Project Assessment and Prioritization	$ 56,400	Lump Sum
4	Transportation Policy Review and Recommendations	$ 67,200	Lump Sum
5	Communication Master Plan	Potential Future Task Order	Lump Sum
6	Bicycle and Trail Master Plan		Lump Sum
7	ADA Assessment/ADA Transition Plan		Lump Sum
8	Grant/Funding Opportunities		Lump Sum
	Total	$ 259,200	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Broken Arrow.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

City of Broken Arrow

Request for Action

File #: 25-201, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:
Approval of and authorization to renew subscription to SolarWinds Web-Service Desk pursuant to the Oklahoma State Purchasing Contract

Background:
This is part of our ongoing growth in IT and to establish our ITSM solution.

This has provided IT with a Helpdesk ticketing program, IT asset management database (CMDB), Change Management, integration with our current Network Management System.

Presidio is an approved vendor on the Oklahoma state contract and authorized for services under City ordinance per Section 2-27 of the Broken Arrow Code allowing exceptions to the established competitive bidding process.

Cost: $27,091.08

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 our subscription to SolarWinds Web-Service Desk pursuant to the Oklahoma State Purchasing Contract

PRESIDIO™

QUOTE: 2001225060599-01

DATE: 01/16/2025

PAGE: 1 of 1

TO:

City of Broken Arrow
Phil Morris
City Hall 220 S First Street
Broken Arrow, OK 74012

phil.moris@cityofba.com
(p) 9183454487

FROM:

Presidio Networked Solutions LLC
Terri Bland Stevens
6120 South Yale Ave.
Suite 110
Tulsa, OK 74136

tstevens@presidio.com
(p) +1.301.313.2452

Customer#: CITYB032
Account Manager: Corey Chambers
Inside Sales Rep: Terri Bland Stevens
Title: City of Broken Arrow - SolarWinds Renewal - 2025

#	Part #	Description	Unit Price	Qty	Ext Price
1	1231007	Advanced Service Agent Users - Subscription Renewal **Comments:** SN SW210752 Coverage Period: 04/24/2025-04/24/2026	$794.34	30	$23,830.20
2	1231008	Advanced Asset Management (500 Asset Pack) - Subscription - Service with Co-Terminus Maintenance (expiring same day as Service Agent license) (1+ Units) **Comments:** SN SW210752 Coverage Period: 04/24/2025-04/24/2026	$815.22	4	$3,260.88

Sub Total:	**$27,091.08**
Grand Total:	**$27,091.08**

This quote is governed by the Master Agreement executed between the parties.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

City of Broken Arrow

Request for Action

File #: 25-185, **Version:** 1

Broken Arrow City Council
Meeting of: 02/18/2025

Title:

Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of less than $50,000.00 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 construction contracts not subject to the State of Oklahoma Public Competitive Bid Act, for notification purposes only.

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

- Professional Consultant Services Agreement to perform professional services for the SW25090 - Aspen Creek Regional Detention Pond
- Professional Consultant Services Agreement to perform monthly aquatic maintenance to control aquatic vegetation in City ponds.

No further action is required by Council.

Cost: 1. $7,000.00 Professional Services

2. $12,501.00 Professional Services

Funding Source: 1: Engineering Professional Services (2205210)

2. Parks and Recreation O & M Budget

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

Approved By: City Manager's Office

Attachments: 1: Aspen Creek Regional Detention Pond Professional Consultant Services Agreement with Eagle Environmental Consulting
2. Turn Pro Aquatics 2025

Recommendation:
No Action Required

THE CITY OF BROKEN ARROW AND PONDS RX LLC DBA TURN PRO AQUATICS INC. AGREEMENT

This agreement made and entered into this __1__ day of __March__,2025, by and between the City of Broken Arrow, Oklahoma, hereinafter designated as "the City," and **Ponds RX LLC DBA/Turn Pro Aquatics Inc.**, of Edmond, Oklahoma.

WHEREAS, said Ponds RX LLC DBA/Turn Pro Aquatics Inc., in consideration of the payments hereinafter specified and agreed to be made by the City, hereby covenants, and agrees to perform all services as set forth herein to perform pond maintenance; and

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the City shall pay Ponds RX LLC DBA/Turn Pro Aquatics Inc. an amount as set forth herein, for services rendered in accordance with this Agreement and the other attachments hereto all of which are hereby incorporated into and made a part of this agreement. The parties hereto agree as follows:

I. Adoption by Reference: The Request for Quotation hereinafter known as Exhibit "A" is hereby adopted as part of this agreement.

II. Duties of Ponds RX LLC DBA/Turn Pro Aquatics Inc.: Ponds RX LLC DBA/Turn Pro Aquatics Inc. hereby agrees to complete the work as outlined in the attached, Exhibit "A" for the designated 7 pond maintenance project sites. Such areas are outlined in Exhibit "A". Ponds RX LLC DBA/Turn Pro Aquatic Inc. will provide all necessary equipment to perform such duties. Any ruts caused by Ponds RX LLC DBA/Turn Pro Aquatics Inc. will be repaired will be no cost to the City.

III. Compensation: Ponds RX LLC DBA/Turn Pro Aquatic Inc. will agree to perform the tasks as described in the Exhibit "A" for the designated 7 pond maintenance project sites, in accordance with the bid previously submitted, more specifically, Ponds RX LLC DBA/Turn Pro Aquatics Inc. shall be paid $1,389.00 per month.

IV. Duties of the City: In consideration of the agreement on the part of Ponds RX LLC DBA/Turn Pro Aquatics Inc., the City agrees to pay Ponds RX LLC DBA/Turn Pro Aquatics Inc. in accordance with Exhibit "A".

V. Term: This agreement shall be effective as of the date written above and shall continue until November 30th, 2025.

VI. Governing Law: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma. Venue shall lie exclusively in Tulsa County, Oklahoma.

VII. Assignment: Ponds RX LLC DBA/Turn Pro Aquatic Inc. shall not delegate their duties under this agreement without the prior written consent of the City.

VIII. Insurance: Ponds RX LLC DBA/Turn Pro Aquatic Inc. hereby acknowledges it is insured in accordance with the minimum insurance amounts as required by the City.

IX. Indemnify: Ponds RX LLC DBA/Turn Pro Aquatics Inc. shall indemnify and hold harmless the City of Broken Arrow, its employees, departments, agents and officials from any and all claims, suits, or demands including attorney fees which may be made against the City of Broken Arrow, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this agreement by Ponds RX LLC DBA/Turn Pro Aquatic Inc. or anyone under agreement with Ponds RX LLC DBA/Turn Pro Aquatics Inc. to perform duties under this agreement. Ponds RX LLC DBA/Turn Pro Aquatics, Inc., acknowledges that it has thoroughly inspected the pond maintenance project sites, has participated in the pond maintenance for years and therefore has full knowledge of the conditions of the pond maintenance project sites. City makes no representations or warranties, express or implied, as to the condition of the pond maintenance project sites. As the pond maintenance project sites are contained within land used for recreational purposes, Ponds RX LLC DBA/Turn Pro Aquatics shall make no modification to the sites unless specifically provided for herein.

X. Complete Agreement and Amendment: Client acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

XI. Severability. If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

XII. Termination. This contract may be terminated by the City of Broken Arrow at any time, without prior notice, due to poor service, budget shortfall, or any other unspecified reason.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year written below.

PONDS RX LLC DBA/TURN PRO AQUATICS INC:

By: _____

Title: Logistics Director

Date: 1/28/2025

CITY OF BROKEN ARROW:

By: Kenneth Schwab

Title: ACM

Date: 1/29/2025

Curtis Green

CITY OF BROKEN ARROW OKLAHOMA TULSA COUNTY

ATTEST:

Secretary (SEAL)

APPROVED AS TO FORM:

Attorney for City of Broken Arrow

CITY OF BROKEN ARROW
Where opportunity lives

"Exhibit A"

LOGISTICS DIVISION
1700 W. Detroit, Broken Arrow, OK 74012
Office (918) 259-7000 ext 7368 Fax (918) 259-8376
bdampf@brokenarrowok.gov

DUE DATE:
Friday, January 26th
TIME:
12:00PM

QUOTE

Fax or deliver your quote by the time & date due or your quote will not be considered for award. Quotes must be submitted on this form or they will not be considered for award.

	Qty	Description (OR EQUIVALENT)	Total
		Aquatic Maintenance Specifications	
		Scope of work: provide monthly aquatic maintenance to control aquatic vegetation	
		and/or prevent noxious submerged, floating or emersed vegetation and algae in	
		subject City ponds/detention facilities.	
		Provide maintenance from March 2024 through November 2024.	
		Quote a monthly unit maintenance cost.	
		SUBJECT PONDS:	
		1. **Arrowhead Park Pond** - 300 E Washington St / Approx 1 surface acres	194
		2. **Castlegate Detention Facility** (pond north of Jackson Park Pond) -	212
		4800 W Washington St / Approx 1.5 surface acres	
		3. **Jackson Park Pond** (south pond only) - 4800 W Washington St /	212
		Approx 1 surface acre	
		4. **Linear Trail Pond** - 1532 S Fern Pl / Approx 1 surface acre	193
		5. **Nienhuis Park East Pond** (Lynn Lane Pond) - 3201 N 9th St /	193
		Approx .60 Surface acres	
		6. **Nienhuis Park West Pond** (Disc golf course pond) 3201 N 9th St /	108
		Approx .40 surface acres	
		7. **Veterans Park Pond** - 1111 S Main St / Approx 2.5 surface acres	277
		Required Work:	
		a) Provide monthly periodic treatments to subject ponds as needed to control	
		aquatic vegetation and/or prevent noxious submerged,	
		floating and immersed vegetation and algae.	
		b) Treat to control vegetation at the water's edge.	
		c) Use current water management practices to ensure the safety of fish	
		and other aquatic life.	
		d) Apply water colorant to all subject ponds as needed to	
		control vegetation and algae.	
		e) Provide work services reports for all maintenance treatments.	
		f) Vendor must have all required licensing through the Oklahoma Department	
		of Agriculture for pesticide applications.	
		g) Vendors must have a minimum of five (5) years' experience in maintaining	
		aquatic vegetation in similar size and type facilities. Provide References.	

$1389.00

		h) Meet City's minimum insurance requirements	
		Contact the Parks Maintenance Office at (918) 455-8004 for any questions.	
	0	Do **NOT** include sales tax, Broken Arrow is tax exempt.	

Important Notice: The City reserves the right to reject any or all parts thereof, and accept the quote most advantageous to the City. The City reserves the right to accept by item, groups of items or all items.

Bidder must complete the following section:

Quote is valid for 20 days

Name of bidder: Ponds RX LLC DBA TurnPro Aquatics

Address: 22995 Cove Wood Cir. Edmond. OK. 73025

Street City State Zip

Attention:

Phone# / Fax#

J. Webber

Signature of Bidder's Authorized Representative

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
ASPEN CREEK REGIONAL DETENTION POND – WATERS OF THE U.S. DELINEATION
PROJECT NUMBER: SW25090

1. PROFESSIONAL SERVICE PROVIDER:

a. Name: Eagle Environmental Consulting, Inc.

b. Telephone No.: 918.272.7656

c. Address: PO Box 335, Vinita, OK 74301

2. PROJECT TITLE AND LOCATION: FUTURE SITE OF ASPEN REGIONAL DETENTION POND, EAST OF ASPEN AVE. AND NORTH OF THE CREEK TURNPIKE, PARCEL NO. 98434843438390

3. Contract for: Providing professional services associated with a Waters of the U.S. Delineation for the City of Broken Arrow. Professional services to include providing on-site surveys relative to waters of the United States delineations on approximately 10 acres of property. EEC will conduct a pedestrian field survey within the assessment area to identify and delineate wetlands and other aquatic resources. A report of survey will provide a preliminary opinion of potential USACE jurisdiction relative any identified aquatic resources. 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 a lump sum under this contract Not to Exceed Six Thousand and No/100 ($6,000.00) for Task 1: Delineation Report. Professional Service Provider shall be compensated a lump sum under this contract Not to Exceed One Thousand and No/100 ($1,000.00) for Task 2: U.S. Army Corps of Engineers Coordination. Refer to proposal attachment. 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 fourteen (14) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

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

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

(1) General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate;

(2) Automobile Liability Insurance, with a combined single limit of not less than $1,000,000 for each person, not less than $1,000,000 for each accident and not less than $1,000,000 for property damage; and

(3) Professional Liability Insurance, with a limit of $1,000,000 annual aggregate.

8. Indemnification: The Professional Services Provider agrees to defend, indemnify, and hold harmless the City, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of The Professional Services Provider, its agents or employees.

9. Immigration Compliance: The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws").

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

a. This Contract
b. Attachment A to this Contract

c. Duly Authorized Amendments arising out of this Contract

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

City of Broken Arrow, a municipal corporation:

By: Kenneth D. Schwab for
Michael L. Spurgeon, City Manager

Date: 02-05-25

Attest: Curtis Green
City Clerk [Seal]

Date: 2/6/2025

Professional Service Provider:
Eagle Environmental Consulting, Inc.

By: Steve R. Votaw
Steve Votaw

Title: Principal

Date: January 28, 2025

Attest:
By: Sean Votaw

Title: Biologist, EEC

Date: January 28, 2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of Craig)

Before me, a Notary Public, on this 29th day of Jan 2025, personally appeared President - Steven Votaw, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of Name 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.

Mary Jo Knox
Notary Public

MARY JO KNOX
NOTARY PUBLIC
STATE OF OKLAHOMA
CRAIG COUNTY
COMMISSION No. 21014758
COMM. NO. EXP. 11/09/25

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
ASPEN CREEK REGIONAL DETENTION POND – WATERS OF THE U.S. DELINEATION
PROJECT NUMBER: SW25090

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Environmental Surveying and Related Support Services associated with Aspen Regional Pond project. Professional Service Provider shall provide an onsite survey relative to waters of the United States delineations on approximately 10 acres of property. Consultant will conduct a pedestrian field survey within the assessment are to identify and delineate wetlands and other aquatic resources. A report of survey providing preliminary opinion of potential USACE jurisdiction relative any identified aquatic resources shall be provided. Project assessment area is shown on exhibit below for reference. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

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

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

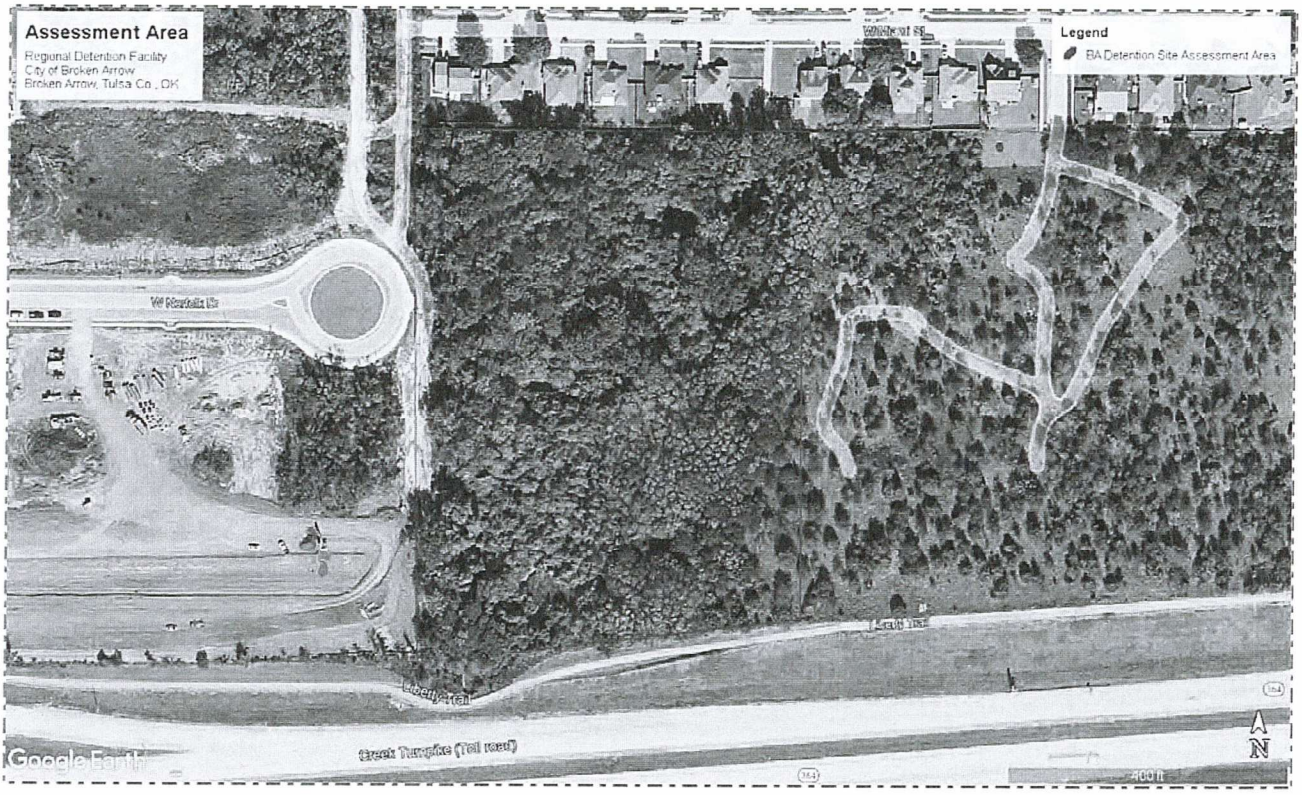
2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment,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

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

3.1 The Professional Service Provider shall provide a waters of the U.S. delineation report of the survey area below (see image). Professional Environmental services shall also include coordination with the U.S. Army Corps of Engineers (USACE) including providing additional information or electronic files or forms to or among the aforementioned parties.

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

[SURVEY LIMITS]



City of Broken Arrow

Request for Action

File #: 25-229, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-25

Title:

Approval of and authorization to purchase two used BMW motorcycles for the Police Department traffic division from the Oklahoma Highway Patrol

Background:

One of the Police Department's 2024 BMW motorcycles was involved in a collision. The cost to repair this motorcycle exceeds the cost of a brand new BMW motorcycle.

The Oklahoma Highway Patrol has offered to sell BAPD two of its used BMW motorcycles. One of these motorcycles is a 2018 model (VIN #WB10A1303JZ466658) with 48,000 miles, and the other is a 2016 model (VIN #WB10A1305GZ194123) with 25,000 miles. These motorcycles have been well taken care of, are in good working order, and will require minimal effort to convert equipment for BAPD use.

These used OHP motorcycles typically bring upwards of $9,000 apiece at auction. OHP is willing to sell these two motorcycles to Broken Arrow for $7,000 (2018) and $6,000 (2016). This transaction would be an immediate solution for one of our motorcycle operators to continue serving the citizens of Broken Arrow by enforcing traffic law on a motorcycle. The other motorcycle would be used as a spare when the primary motorcycles are being serviced. The other alternative is to purchase a brand new BMW using fiscal 2026 funds. As of now the lead time to have a new BMW manufactured and shipped to us would be between 1 year and 1/1/2 years after it has been ordered.

Section 2-27 of our city ordinance allows exceptions to the procurement process when we endeavor to obtain supplies etc. from other units of government at a price deemed to be below that obtainable from private dealers, including government surplus.

BMW motorcycles are recommended for numerous reasons. The BMW brand consistently outperforms other police motorcycles in training and real-world scenarios. BMW motorcycles are also more efficient, cheaper to maintain, and have service locations within the state of Oklahoma. The Police Department has utilized the BMW motorcycle since 2009, and it has proven to be a reliable and sound investment for the department.

Cost: $13,000

Funding Source: Project #2530220 Police Enhancement Fund

Requested By: Chief Lance Arnold

Approved By: City Manager's Office

Attachments: Photographs of the used OHP motorcycles.

Recommendation:

Approve and authorize the purchase of two BMW motorcycles for the Police Department traffic division from the Oklahoma Highway Patrol.


STATE
TROOPER


STATE TROOPER
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City of Broken Arrow

Request for Action

File #: 25-216, **Version:** 1

Broken Arrow City Council
Meeting of: 02/18/2025

Title:

Acceptance of the Drainage Advisory Committee's recommendation to deny the expenditure of 2018 General Obligation (GO) Bond, Proposition 6 funds to construct improvements to a creek bank in the Estates of Birchwood subdivision

Background:
The proposed project is to investigate and mitigate the bank erosion and sanitary sewer line that lies along the west side of the bank. The project site is located at approximately 4004 S. Yellowood Ave.

Staff investigated the site and found some stream bank erosion and undercutting has occurred along the creek. There is an exposed sanitary sewer line within the concern area, however it is encased in steel where it crosses the creek. No leaks appeared to be present at the time of the site visit. This creek is a part of the Haikey Creek watershed and is in a FEMA floodplain.

The creek bank has started to undercut in several places along the creek. The applicant states that the width of the creek has expanded over the past several years. The homeowner has installed sandbags along the bank behind their property to try to stop the erosion, but it has not been effective.

The applicant has had to repair their sanitary service line as they claim it was damaged from the creek. Their service line is exposed and runs above the bottom of the creek. They have protected their service line with sandbags.

Staff presented the case before the Drainage Advisory Committee and no public benefit was identified. Therefore, a recommendation to deny expenditure of the 2018 General Obligation Bond Proposition 6 funds was presented. Also, the Utilities Department has reviewed the exposed sewer and concluded it meets criteria and does not appear to be a concern. The Drainage Advisory Committee unanimously recommended denial of expenditures.

Cost: $100,000.00

Funding Source: 2018 General Obligation Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:
Accept the Drainage Advisory Committee's recommendation to deny the expenditure of 2018 General Obligation (GO) Bond, Proposition 6 funds to construct improvements to a creek bank in the Estates of

Birchwood subdivision

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	January 9, 2025
NAME	Nicole & Phil Parish
ADDRESS / LOCATION	4004 S. Yellowood Ave.
WATERSHED	Haikey Creek
ESTIMATE	$100,000.00
CASE NO.	25-001

DESCRIPTION

The Estates at Birchwood subdivision was platted in 2005. Haikey Creek Floodplain abuts the west side of the development, where the applicant has drainage concerns. Stormwater runoff from the neighborhood is collected and discharged to the west along the Haikey Creek floodplain. The homes abutting this floodplain are elevated 8'-11' by block retaining wall above the floodplain area.

Some stream bank erosion and undercutting has occurred along the creek. There is an exposed sanitary sewer line within the concern area, however it is steel encased where it crosses the creek. No leaks appeared to be present at the time of the site visit.

Homeowner/applicant has had to repair sanitary service line as they claim it was damaged from the creek. Their service line is exposed and runs above the bottom of the creek. They have protected the service line with sand bags. Homeowner/applicant has also installed sandbags in the east bank west of their property to try to prevent further erosion from encroaching closer to their retaining wall. The applicant also states the width of the creek has expanded over the past several years.

Staff does not recommend the expenditure of $100,000.00 in construction funds for bank stabilization and protection of existing sanitary sewer line. The exposed sanitary sewer line is steel encased per plan. The Utilities Department has reviewed the exposed sewer and concluded it meets criteria and does not appear to be a concern.

BENEFIT

Staff has not identified a public benefit for this application.

RECOMMENDATION

Denial of $100,000 for construction funds for bank stabilization and protection of existing sanitary sewer line since there is no concern to existing public infrastructure.

COMPLETED BY: Sarah Walters **DATE: 1/9/2025**

Walters, Sarah

From: Wilson, Patrick
Sent: Monday, October 28, 2024 7:14 AM
To: Walters, Sarah; Collins, Charles
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: Friday, October 25, 2024 5:02 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 #:	3575669
IP Address:	72.210.118.63
Submission Date:	10/25/2024 5:01
Survey Time:	10 minutes, 9 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

Nicole Parish

Phone

(918) 850-4136

Email

pparish5@cox.net

Owner Mailing Address

4004 S Yellowood Ave
Broken Arrow, OK 74011

Address of Property with Drainage Problem

4004 S Yellowood Ave
Broken Arrow, OK

Location of Drainage Issue on Property

drainage easement at back of property beyond the retaining wall

Description of Problem

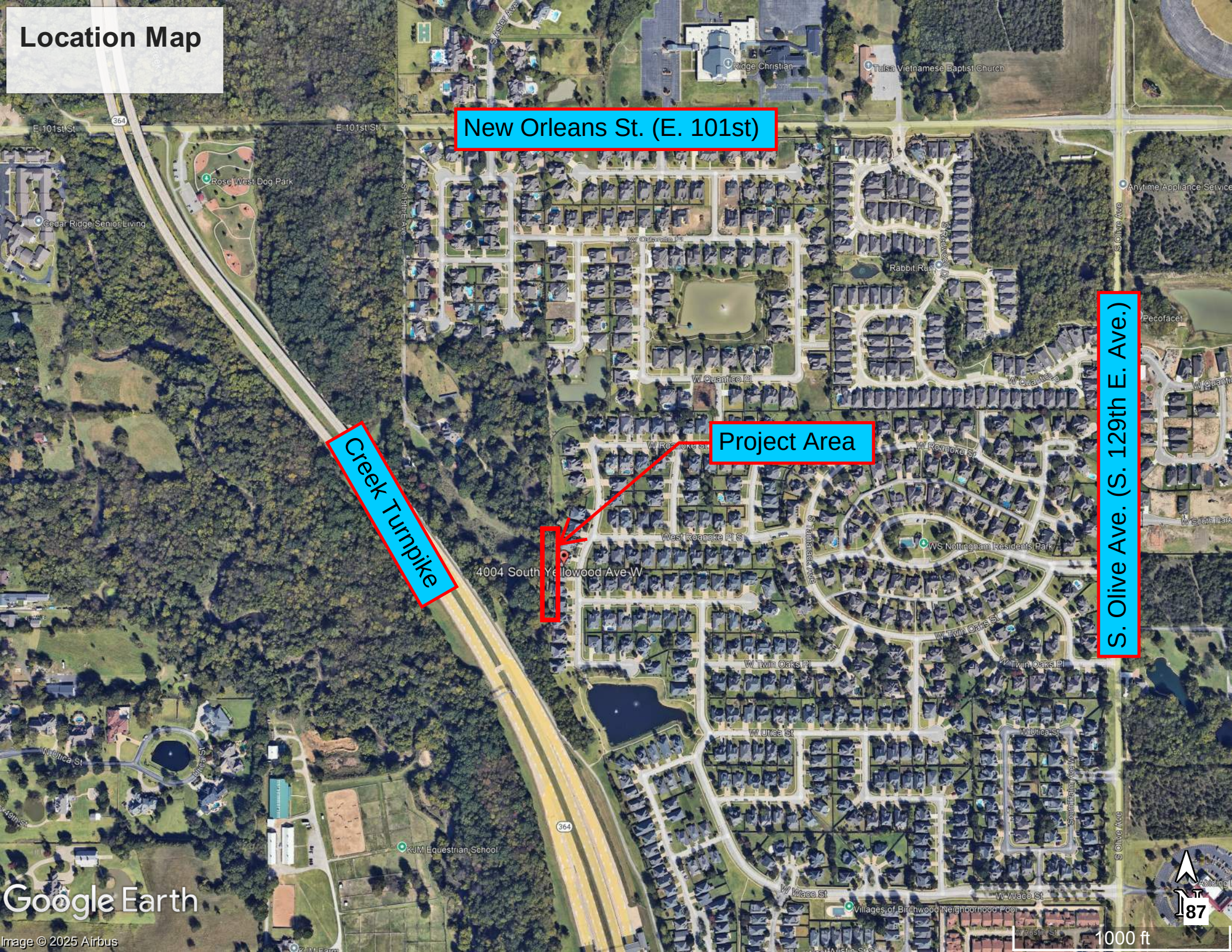
Due to the lack of rain, the creek bed has dried up revealing the extent of erosion that has occurred along the creek bed including the widening and deepening of the creek. Our portion of the creek bed includes invasive encroachment towards our large eleven foot retaining wall. Though not particularly visible in the attached photos, the erosion has occurred under the topsoil protected by tree roots and other plants creating concaves anywhere from 2 feet to 4 feet deep into both sides of the creek bank. Sewer drains have been exposed due to this erosion. This is a restrictive drainage easement that is on our property but is effectively a part of stormwater drainage for the neighborhood. Per the covenant, we have maintained mowing and ensuring the drainage easement is free of debris. We are seeking assistance with mitigating the erosion and thus protecting the foundation of the retaining walls adjacent to this creek.

Please attach photos depicting the Drainage Issue

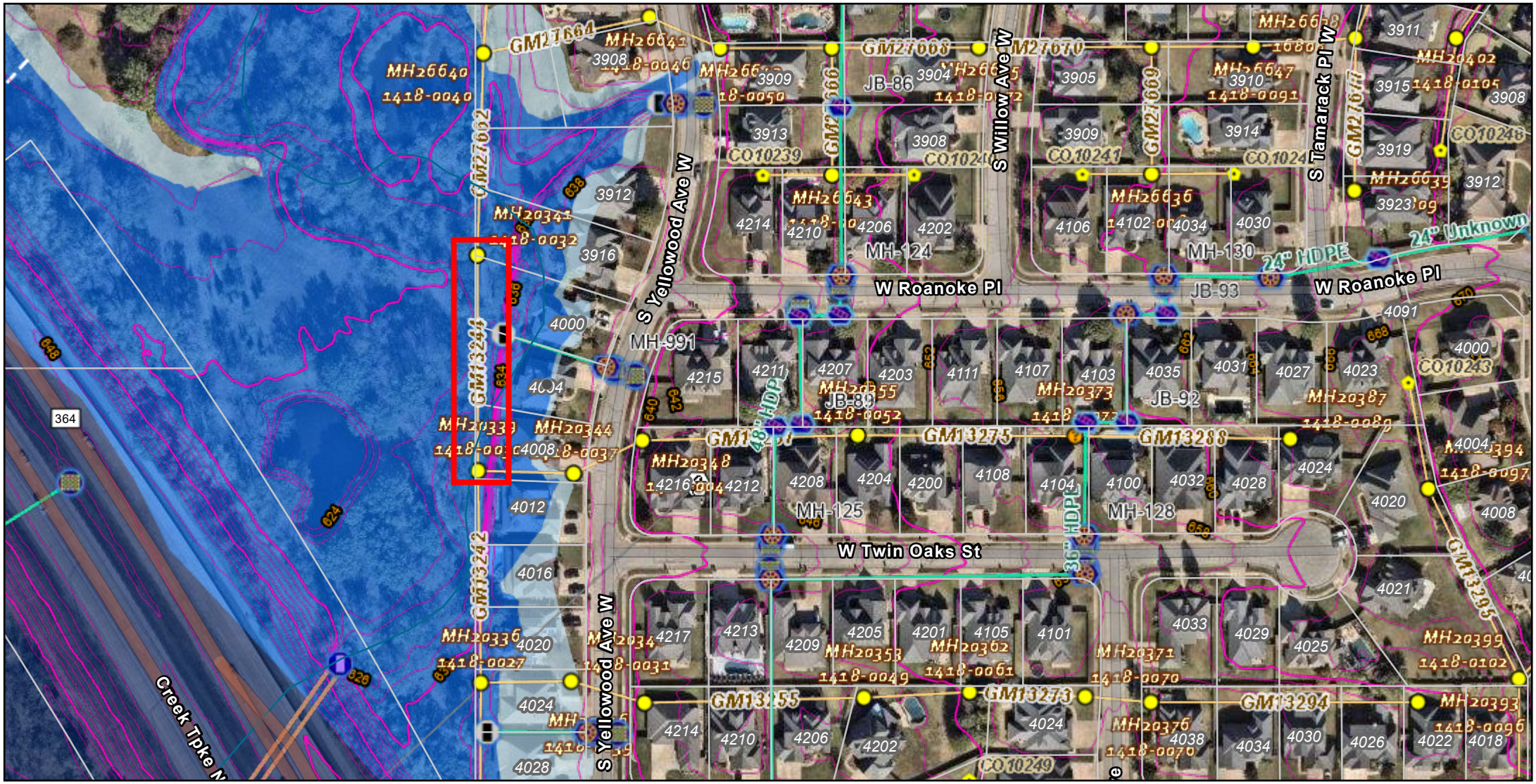
20241025_5597View of Creek path North to South.JPEG
20241025_5599 View of erosion under topsoil on East side by retaining wall.JPEG
20241025_5600 View from creek bed facing east.JPEG
20241025_5602view of neighbors portion of creek.JPEG
20241025_5598View on Creek bed approx 4ft deep.JPEG

Thank you,
City of Broken Arrow

This is an automated message generated by Granicus. Please do not reply directly to this email.


Location Map
New Orleans St. (E. 101st)
Project Area
Creek Turnpike
S. Olive Ave. (S. 129th E. Ave.)
4004 South Yellowood Ave W
E 101st St
Rose West Dog Park
Cedar Ridge Senior Living
Ridge Christian
Tulsa Vietnamese Baptist Church
Anytime Appliance Service
Rabbit Run
Pecofacet
WS Nottingham Residents Park
KJM Equestrian School
Villages of Birchwood Neighborhood Pool
W Quantico Pl
W Roanoke St
W Twin Oaks Pl
W Utica St
W Waco St
S Olive Ave
364
87
Google Earth
Image © 2025 Airbus
1000 ft

Stormwater Utility Map



1/13/2025 1:54 PM

- Parcels
- Sections (PLSS)
- Blue Line Streams (ODOT)
- 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

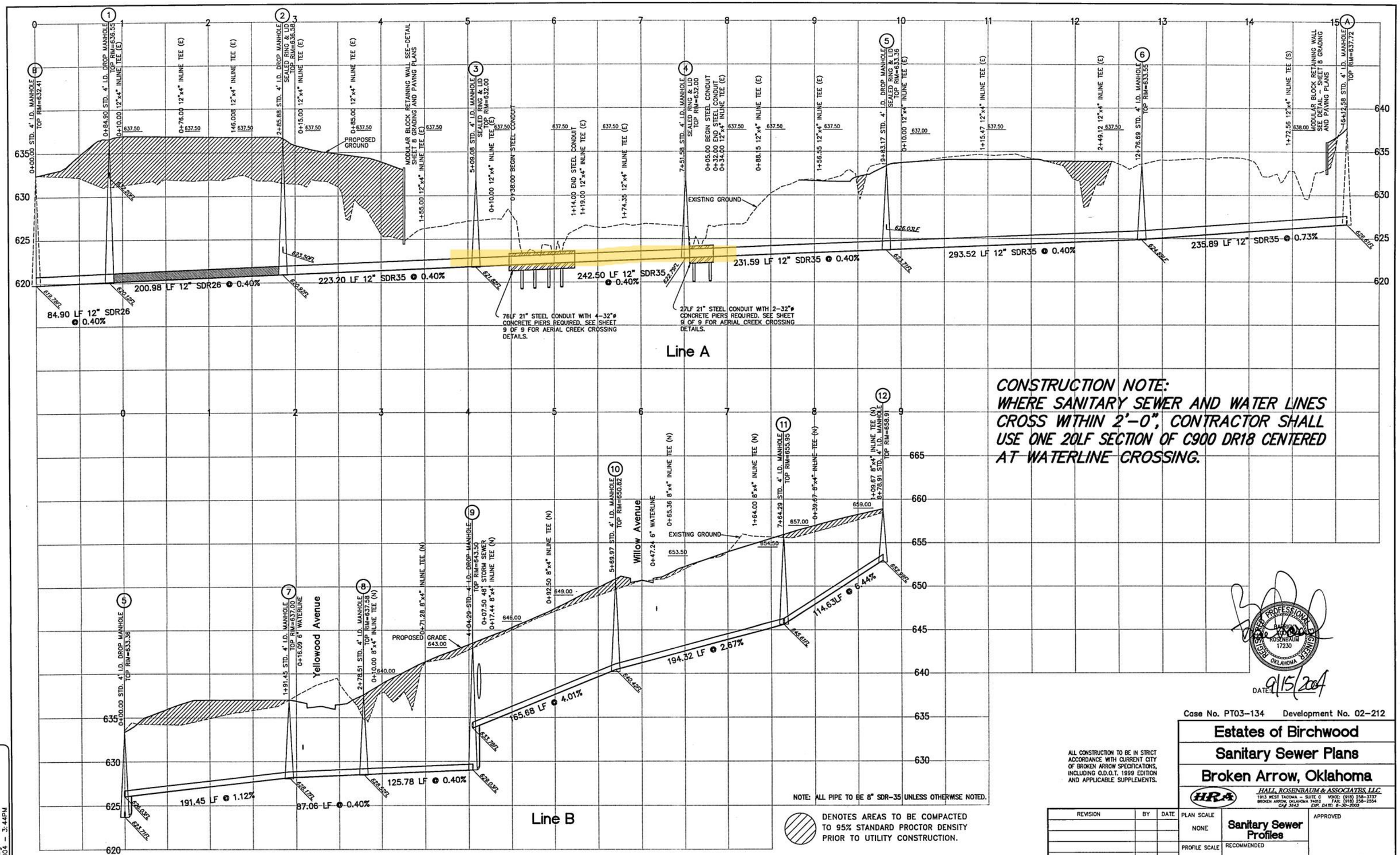
Pipe
- Unknown
- Gravity
- Force Main
- Perforated

BMP Inlet
- Unknown

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 0.02 0.04 0.09 mi

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CONSTRUCTION NOTE:
WHERE SANITARY SEWER AND WATER LINES CROSS WITHIN 2'-0", CONTRACTOR SHALL USE ONE 20LF SECTION OF C900 DR18 CENTERED AT WATERLINE CROSSING.

NOTE: ALL PIPE TO BE 8" SDR-35 UNLESS OTHERWISE NOTED.

DENOTES AREAS TO BE COMPACTED TO 95% STANDARD PROCTOR DENSITY PRIOR TO UTILITY CONSTRUCTION.

CALL OKIE !

EXISTING UNDERGROUND LINES HAVE BEEN SHOWN TO THE EXTENT KNOWN. BEFORE YOU DIG, CONTACT OKLAHOMA ONE-CALL: 1-800-522-6543.

PATH: K:\10491\Sanitary\
FILE: 491_SSPR.dwg
DATE: Sep 16, 2004 - 3.44PM

REGISTERED PROFESSIONAL ENGINEER
BARRON K. ROSENBAUM
17230
OKLAHOMA
DATE 9/15/2004

Case No. PT03-134 Development No. 02-212

ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF BROKEN ARROW SPECIFICATIONS, INCLUDING O.D.O.T. 1999 EDITION AND APPLICABLE SUPPLEMENTS.

Estates of Birchwood
Sanitary Sewer Plans
Broken Arrow, Oklahoma

HALL, ROSENBAUM & ASSOCIATES, LLC
1913 WEST TACOMA - SUITE C VOICE: (918) 258-3737
BROKEN ARROW, OKLAHOMA 74012 FAX: (918) 258-2554
CA# 3643 EXP. DATE: 6-30-2005

REVISION	BY	DATE

PLAN SCALE: NONE

Sanitary Sewer Profiles

PROFILE SCALE
HORIZONTAL: 1"=50'
VERTICAL: 1"=5'

RECOMMENDED
DEVELOPMENT SERVICES
RECOMMENDED
ENGINEERING SERVICES

APPROVED
PUBLIC WORKS DIRECTOR

FILE: 1814.29 PROJECT: 10491.2 DATE:
ATLAS PAGE NO: 1418 SHEET 3 OF 9 SHEETS



Deepest Part of the Creek – Facing North



Washout of Creek Bank – East Side



Measurement of Washout under Creek Bank – West side



Exposed Sewer



Picture of Sandbags on East Bank



Flooding after Rain



Flooding after Rain

City of Broken Arrow

Request for Action

File #: 25-80, **Version:** 1

Broken Arrow City Council
Meeting of: 02/18/25

Title:

Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond, Proposition 6 funds for retaining an engineering consultant to design a set of construction plans to mitigate erosion along Adams Creek adjacent to the Preserve Park Regional Detention Pond (Case No. 25-002)

Background:
The case was brought before the Drainage Advisory Committee on January 27th, 2025. The Committee voted 6-0 to recommend approval of expenditure of funds.

Erosion is occurring along the north bank of Adams Creek adjacent to Preserve Park Regional Detention Pond. The stream bank is eroding adjacent to the detention pond embankment.

Preserve Park Regional Detention Pond is located North of Albany St (61st St) and west of 37th St (209th St) immediately north of Adams Creek. The park and the pond are owned by the City of Broken Arrow. The regional detention pond was constructed in 2021. The area the regional detention pond serves is just under a square mile. The drainage area for Adams Creek at this point is approximately 7.5 square miles. The fully developed 1% (100-year) flow in Adams Creek is 10,582 cfs and the velocity is 9.7 ft/s. The fully developed 10% (10-year) flow in Adams Creek is 5,643 cfs and the velocity is 8.6 ft/s.

A 30-inch sanitary sewer runs parallel to the detention pond and along/through Adams Creek to the Adams Creek Northwest lift station. A portion of the steel casing over the line is exposed on the creek.

$50,000.00 was recommended by the Drainage Advisory Committee at the 01/29/2024 meeting.

Staff presented a request for an additional $115,000.00 of the 2018 GO Bond, Proposition 6. The City has been scoping the project with several design engineering firms. The project is more detailed and complex than originally thought. Therefore, this request is for the difference in the actual cost and what was originally requested. The Drainage Advisory Committee is unanimously recommending this to City Council.

This area flows to Adams Creek.

Cost: $115,000.00

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 expenditure of 2018 GO Bond, Proposition 6 funds to for retaining an engineering consultant to design a set of construction plans to mitigate erosion along Adams Creek adjacent to the Preserve Park Regional Detention Pond

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	January 14, 2025
NAME	Sarah Walters, Stormwater Project Manager, City of Broken Arrow
ADDRESS / LOCATION	Preserve Park, City of Broken Arrow
WATERSHED	Adams Creek
ESTIMATE	$115,000.00
CASE NO.	25-002

DESCRIPTION

Erosion is occurring along the north bank of Adams Creek adjacent to Preserve Park Regional Detention Pond. The stream bank is eroding adjacent to the detention pond embankment.

Preserve Park Regional Detention Pond is located North of Albany St (61st St) and west of 37th St (209th St) immediately north of Adams Creek. The park and the pond are owned by the City of Broken Arrow. The regional detention pond was constructed in 2021. The area the regional detention pond serves is just under a square mile. The drainage area for Adams Creek at this point is approximately 7.5 square miles. The fully developed 1% (100-year) flow in Adams Creek is 10,582 cfs and the velocity is 9.7 ft/s. The fully developed 10% (10-year) flow in Adams Creek is 5,643 cfs and the velocity is 8.6 ft/s.

A 30-inch sanitary sewer runs parallel to the detention pond and along/through Adams Creek to the Adams Creek Northwest lift station. A portion of the steel casing over the line is exposed on the creek.

If the erosion continues and the pond embankment is breached, the water in the pond has the potential to damage the sanitary sewer and 37th St drainage structure approximately 550 ft downstream.

Highwater/flood events in 2019 and 2021 caused considerable erosion to the bank. $50,000.00 of funds was recommended by the DAC on 01-29-24 with a vote of 4-0 and approved at council on 02-20-24. The City has been scoping the project with several design engineering firms. The project is more detailed and complex than originally thought. Therefore, this request is for the difference in the actual cost and what was originally requested.

BENEFIT

Mitigate the erosion to protect the regional detention pond, sanitary sewer, and 37th St culverts.

RECOMMENDATION

Provide additional funds to move forward with hiring a consulting engineer to design erosion mitigation measures along the Adams Creek along the Preserve Park Regional Detention Pond.

COMPLETED BY: **Sarah Walters** **DATE: 1/14/25**

City of Broken Arrow

Drainage Advisory Committee

APPLICATION

DATE:	1/22/24
OWNER NAME:	City of Broken Arrow
PHONE NUMBER:	918-259-7000 ext. 5243
EMAIL ADDRESS:	
OWNER MAILING ADDRESS:	PO Box 610, Broken Arrow, OK 74013
ADDRESS OF PROPERTY WITH DRAINAGE PROBLEM:	Preserve Park Pond
LOCATION OF DRAINAGE ISSUE ON PROPERTY:	North bank of Adams Creek along the south side of the Preserve Park Regional Detention Pond.

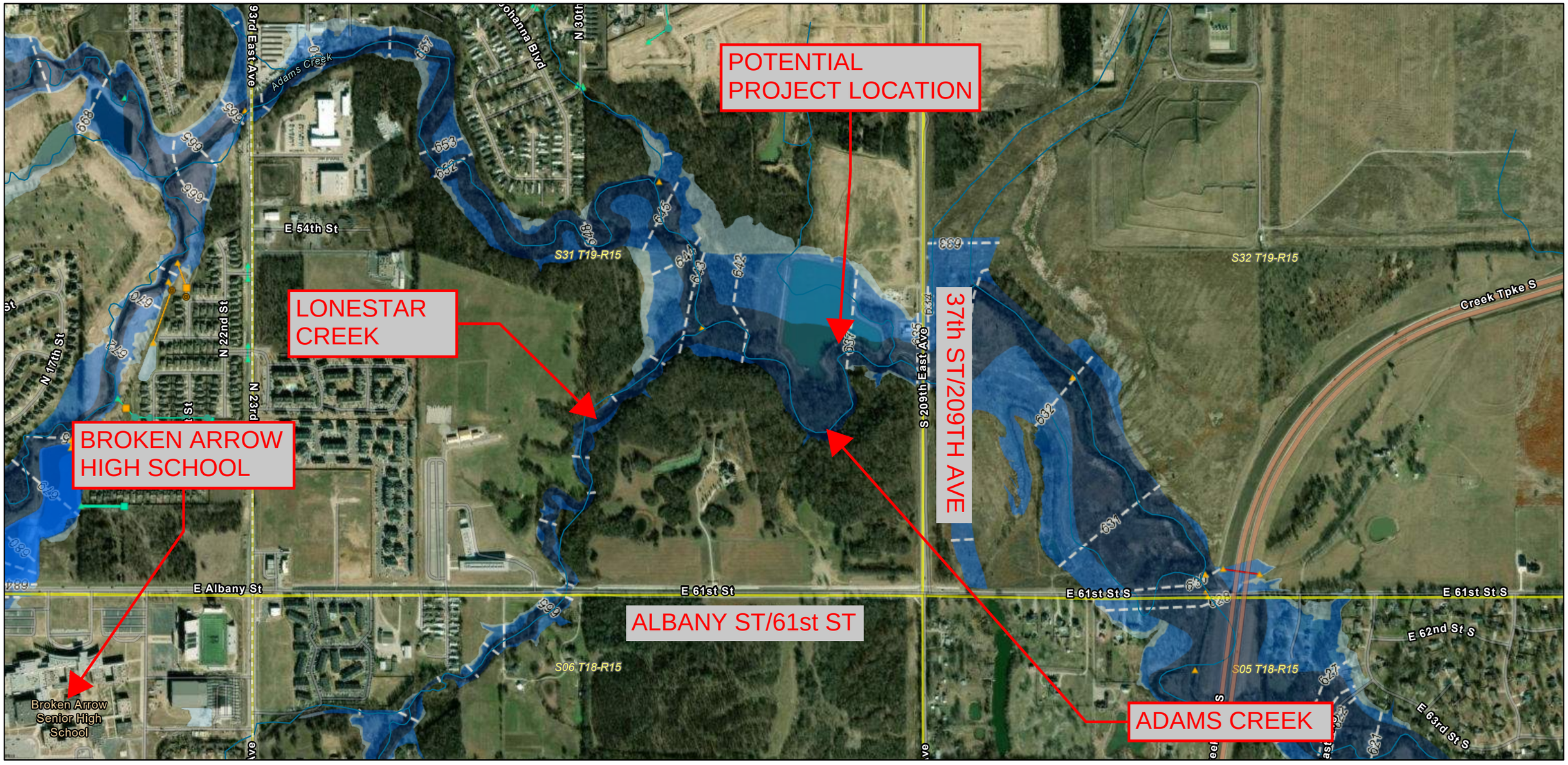
DESCRIPTION OF PROBLEM: (*PHOTOS SHOULD ACCOMPANY APPLICATION)

Bank Erosion on the north bank of Adams Creek at the south side of Preserve Park Pond.

Signature: Patrick P. Wilson, P.E., CFM, City of Broken Arrow, Stormwater Division Manager

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

Preserve Park Pond



1/24/2024, 8:48:03 AM

Sections (PLSS)

Blue Line Streams (ODOT)

Address Points

Dentention Ponds

NO

YES

Stormwater Lines

Broken Arrow

State-Federal

State-Federal

Private

Stormwater Structures (Private)

Inlet

Manhole

Manhole

Other

Other

Stormwater Structures

Inlet

Manhole

Other

Other

Other

Manhole

Other

Other

Other

Other

0.2% Annual Chance Floodplain

0.2% Annual Chance

1% Annual Chance Floodplain

Floodway

1% Detailed

Base Flood Elevations

1:11,285

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

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City of Broken Arrow

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POTENTIAL MITIGATION LOCATIONS



1/19/2024, 8:59:40 AM

Parcels
Sections (PLSS)
Blue Line Streams (ODOT)
Address Points

PressurizedMain
GravityMain
Polyvinyl Chloride
NetworkStructure
Lift Station

Manhole
No Inspection
Mains
Unknown
Hydrants

Contours_2ft
2ft
10ft

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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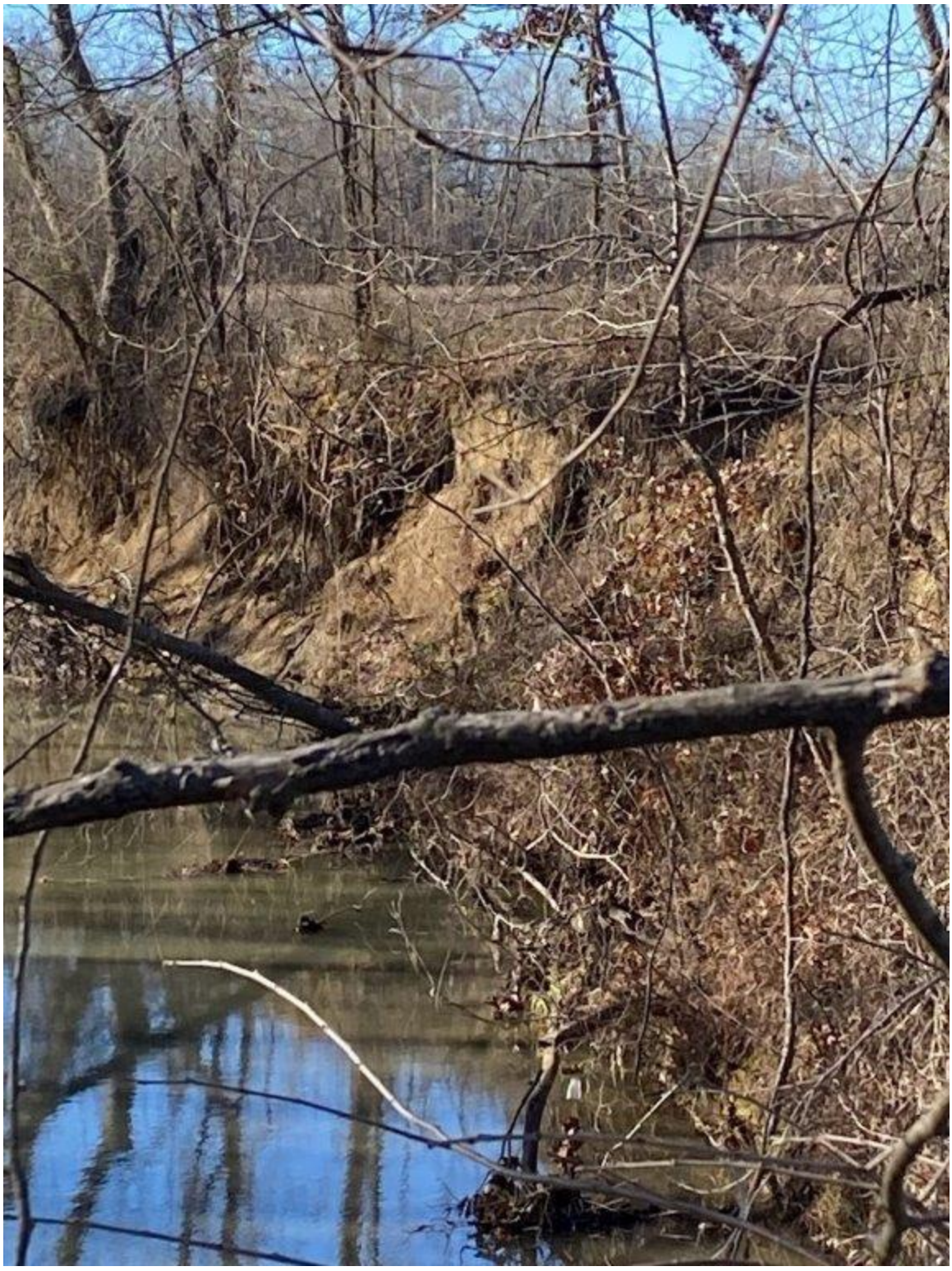
Photographs taken January 10, 2024



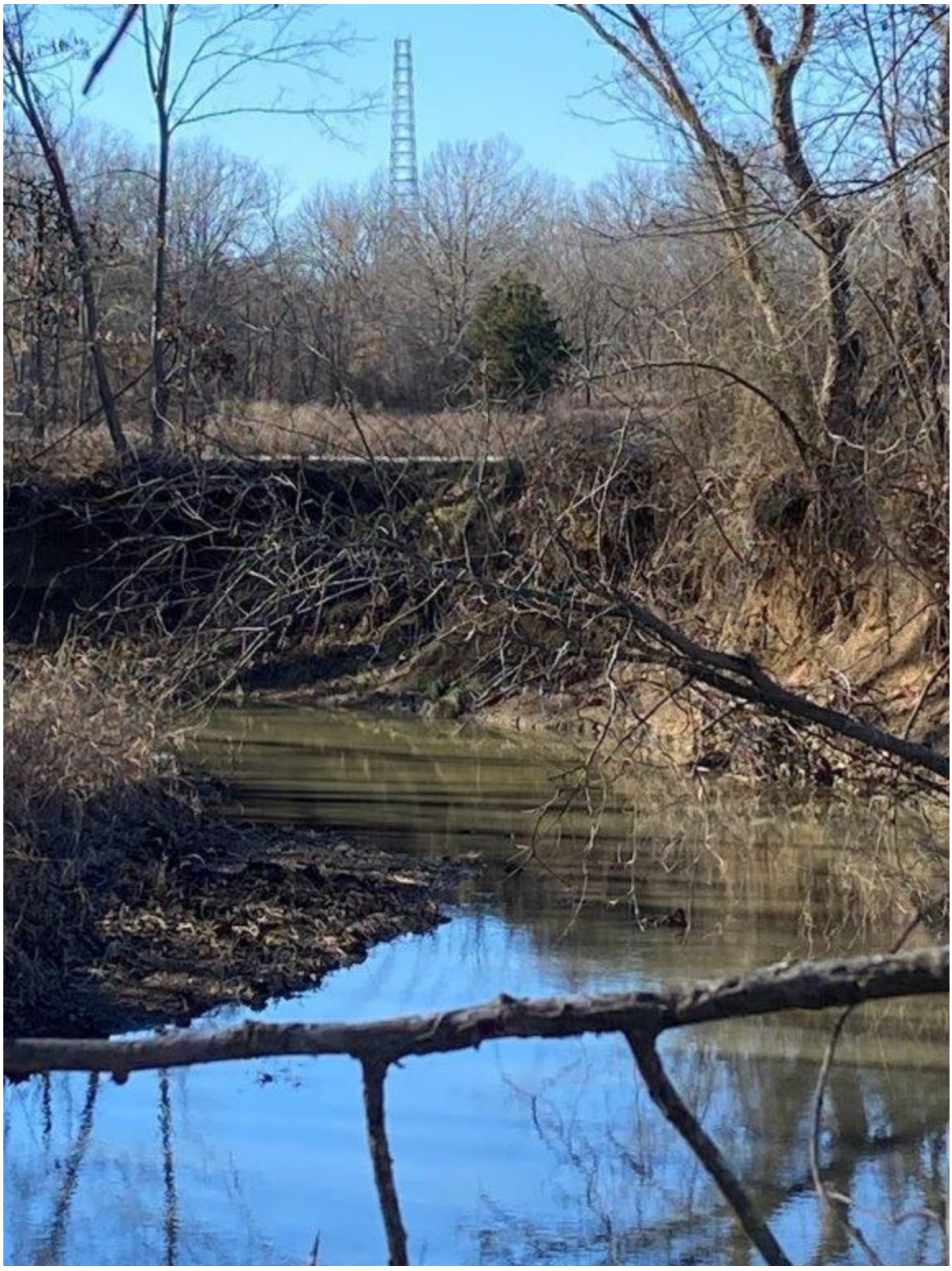
On walking trail, looking down to stream



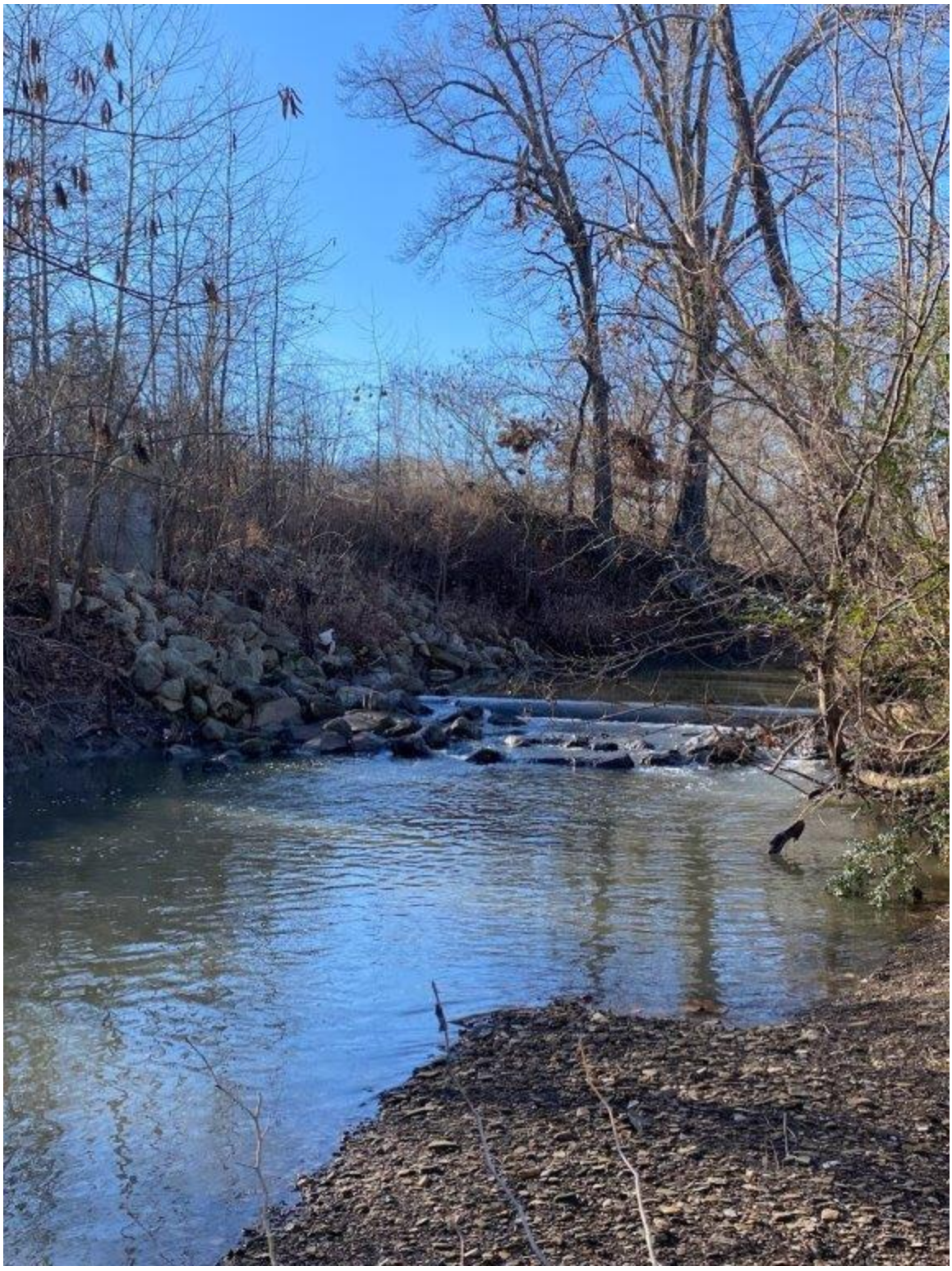
Looking along bank



Looking along bank



Looking along the bank



Looking upstream to sanitary sewer line.

City of Broken Arrow

Request for Action

File #: 25-176, **Version:** 1

Broken Arrow City Council
02-18-2025

Title:

Approval of BAZ-001762-2024 (Rezoning), 510M, approximately 3.46 acres, RM (Residential Multi-Family), CN (Commercial Neighborhood), & CH (Commercial Heavy) to ON (Office Neighborhood), located approximately one-third mile north of Kenosha Street (71st Street), east of Elm Place (161st E. Avenue)

Background:

BAZ-001762-2024 is a request to change the zoning designation on 3.46 acres from RM (Residential Multi-Family), CN (Commercial Neighborhood), & CH (Commercial Heavy) to ON (Office Neighborhood). The property is located north of Kenosha Street, east of Elm Place and is currently platted as Lot 1 Block 1 Northside Christian Church.

The applicant is requesting to rezone the lot in preparation for a future commercial development, no applications have been filed at this time. This property meets all of the dimensional standards for the ON zoning district.

This property is designated as Level 3 in the Comprehensive Plan and requested ON zoning is in accordance with that designation.
During the meeting held January 23, 2025, the Planning Commission recommended approval (5-0) of BAZ-001762-2024 per Staff recommendation. Staff recommended approval subject to platting. During the public comment period no one spoke.

Cost: $0

Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Planning Commission Staff Report
Case Map
Aerial Image
Comprehensive Plan

Recommendation:
Approve BAZ-001762-2024 per Planning Commission and Staff recommendation.

Broken Arrow Planning Commission
01-23-2025

To:	**Chairman and Commission Members**
From:	**Community Development Department**
Title:	

..title

Public hearing, consideration, and possible action regarding BAZ-001762-2024 (Rezoning), 510M, approximately 3.46 acres, RM (Residential Multi-Family), CN (Commercial Neighborhood), & CH (Commercial Heavy) to ON (Office Neighborhood), located approximately one-third mile north of Kenosha Street (71st Street), east of Elm Place (161st E. Avenue)

..End

Background:

Applicant:	Jared James
Owner:	Jared James, NPG Ventures, LLC
Developer:	N/A
Engineer:	N/A
Location:	approximately one-third mile north of Kenosha Street (71st Street), east of Elm Place (161st E. Avenue)
Size of Tract	3.46 acres
Number of Lots:	1
Present Zoning:	IL (Industrial Light) & CG (Commercial General)
Proposed Zoning:	ON (Office Neighborhood)
Comp Plan:	Level 3 (Transition Area)

BAZ-001762-2024 is a request to change the zoning designation on 3.46 acres from RM (Residential Multi-Family), CN (Commercial Neighborhood), & CH (Commercial Heavy) to ON (Office Neighborhood). The property is located north of Kenosha Street, east of Elm Place and is currently platted as Lot 1 Block 1 Northside Christian Church.

The applicant is requesting to rezone the lot in preparation for a future commercial development, no applications have been filed at this time. This property meets all of the dimensional standards for the ON zoning district.

This property is designated as Level 3 in the Comprehensive Plan and requested ON zoning is in accordance with that designation.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

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

Location	Comprehensive Plan	Zoning	Land Use
North	Level 6	CH (SP196A) & R-2	Church
East	Level 3	RM	Undeveloped
South	Level 6	CH	Vacant Lot
West	Level 6	CH	School

According to FEMA's National Flood Hazard Layer, none of the property is located in the 100-year floodplain, but a blue line stream does cross the eastern boundary.

Attachments:
Case Map
Aerial Image
Comprehensive Plan

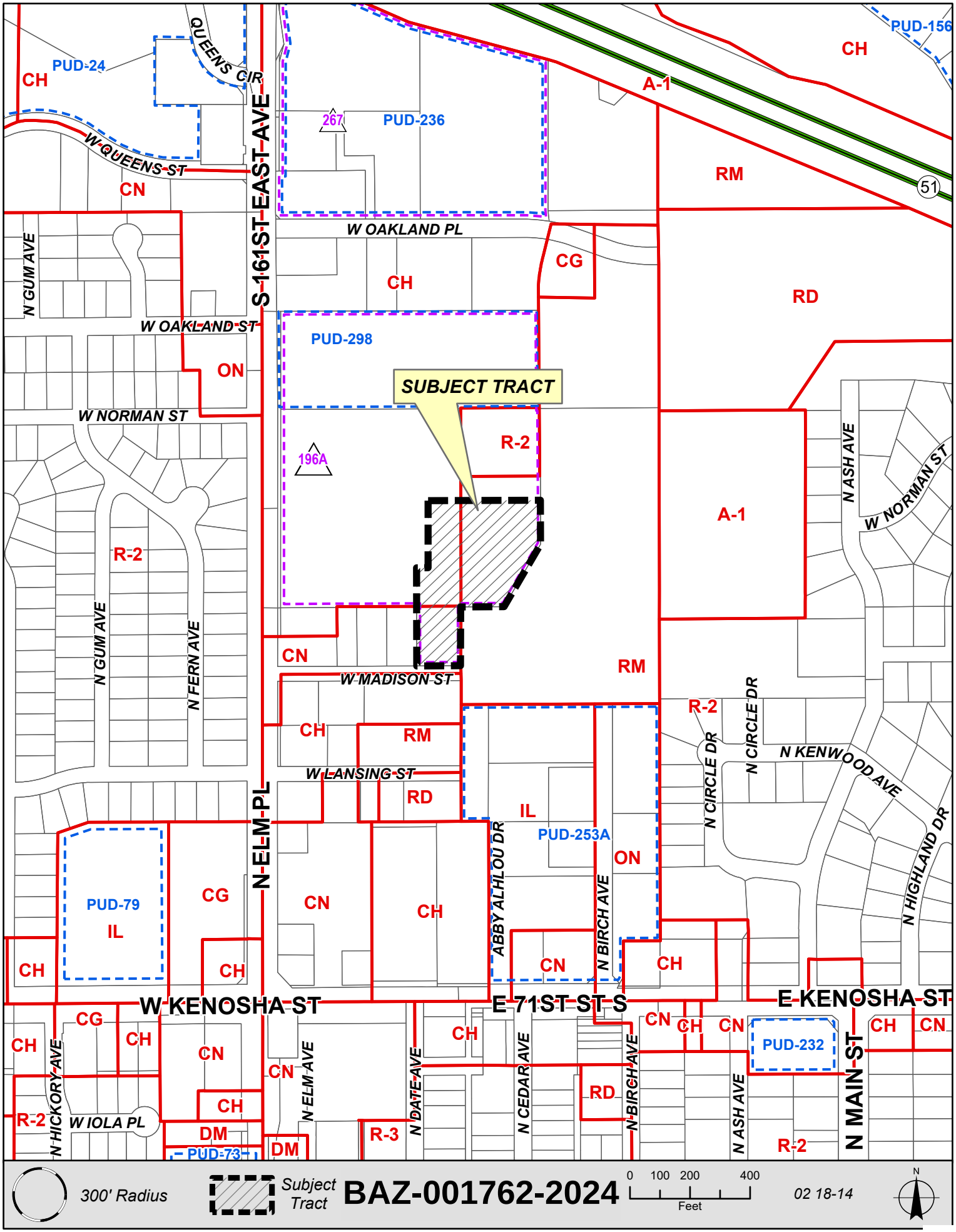
Recommendation:

Based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that BAZ-001762-2024 be approved.

Reviewed by: Amanda Yamaguchi

Approved by: Rock Henkel

JTH


SUBJECT TRACT
BAZ-001762-2024
300' Radius
Subject Tract
0 100 200 400
Feet
02 18-14
N
PUD-24
PUD-156
PUD-236
PUD-298
PUD-253A
PUD-79
PUD-232
PUD-73
QUEENS CIR
W QUEENS ST
S 161ST EAST AVE
W OAKLAND PL
W OAKLAND ST
W NORMAN ST
N GUM AVE
N FERN AVE
W MADISON ST
W LANSING ST
N ELM PL
ABBY ALHLOU DR
N BIRCH AVE
N CIRCLE DR
N KENWOOD AVE
N ASH AVE
N HIGHLAND DR
W KENOSHA ST
E 71ST ST S
E KENOSHA ST
N MAIN ST
N HICKORY AVE
W IOLA PL
N ELM AVE
N DATE AVE
N CEDAR AVE
267
196A
51
CH
CN
CG
RM
RD
A-1
R-2
R-3
IL
ON
DM



Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2023

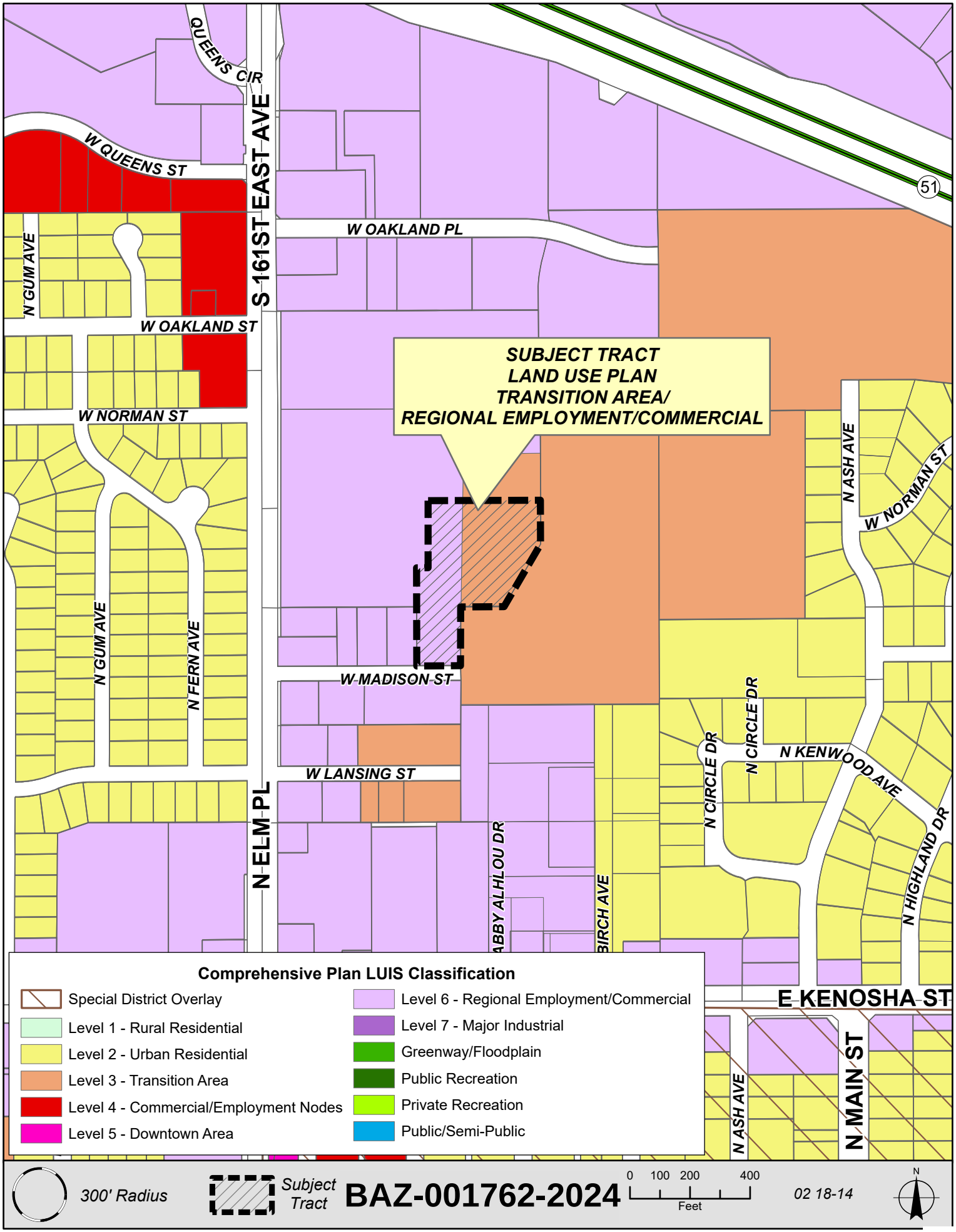
Subject Tract

BAZ-001762-2024

0 100 200 400
Feet

02 18-14

N


QUEENS CIR
S 161ST EAST AVE
W QUEENS ST
W OAKLAND PL
N GUM AVE
W OAKLAND ST
W NORMAN ST
SUBJECT TRACT
LAND USE PLAN
TRANSITION AREA/
REGIONAL EMPLOYMENT/COMMERCIAL
N ASH AVE
W NORMAN ST
N GUM AVE
N FERN AVE
W MADISON ST
N CIRCLE DR
N CIRCLE DR
N KENWOOD AVE
W LANSING ST
N ELM PL
ABBY ALHLOU DR
BIRCH AVE
N HIGHLAND DR
E KENOSHA ST
N ASH AVE
N MAIN ST
51
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
BAZ-001762-2024
0 100 200 400
Feet
02 18-14
N

City of Broken Arrow

Request for Action

File #: 25-241, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:

Approval of PT-001942-2024|PR-000627-2024, Conditional Final Plat, Timber Ridge Residential, approximately 35.30 acres, 141 Lots, A-1 (Agricultural) to RS-4 (Single-Family Residential) and RD (Residential Duplex)/PUD-334, located south and west of the southwest corner of Albany Street (61st Street) and 37th Street (209th E. Avenue)

Background:
PT-001942-2024, the conditional final plat for Timber Ridge Residential proposes to have 141 lots on approximately 35.30 acres. This property, which is located south and west of the southwest corner of Albany Street (61st Street) and 37th Street (209th E. Avenue), has been approved for rezoning from A-1 (Agricultural) to PUD-334 (Planned Unit Development) with underlying RS-4 (Single-Family Residential) zoning, subject to the property being platted.

Single-family homes encompass much of the property and generally meets the minimum standards of the RS-4 zoning district. A portion of the property is proposed as a duplex development and is located on the northeastern edge of the property. Primary access to this development is provided by two access points on the Albany Street, one access point onto 37th Street.

According to FEMA maps, none of the property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow. This conditional final plat was reviewed by the Technical Advisory Committee on January 14, 2025. The Planning Commission recommended approval of this item in their meeting held on January 23, 2025.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Published Planning Commission Report
Checklist
Conditional Final Plat & Covenants

Recommendation:
Approve PT-001942-2024|PR-000627-2024, Conditional Final Plat for Timber Ridge Residential, per Planning Commission and Staff recommendations.

Broken Arrow Planning Commission
01-23-2025

To: **Chairman and Commission Members**
From: **Community Development Department**
Title:
..title
Approval of PT-001942-2024|PR-000627-2024, Conditional Final Plat, Timber Ridge Residential, approximately 35.30 acres, 141 Lots, A-1 (Agricultural) to RS-4 (Single-Family Residential) and RD (Residential Duplex)/PUD-334, located south and west of the southwest corner of Albany Street (61st Street) and 37th Street (209th E. Avenue)
..End

Background:
Applicant: Wallace Design Collective
Owner: Glen Wood Homes, LP
Developer: Glen Wood Homes, LP
Engineer: Wallace Design Collective
Location: South and west of the southwest corner of Albany Street (61st Street) and 37th Street (209th E. Avenue)
Size of Tract Approximately 35.30 acres
Number of Lots: 141
Zoning: PUD-334 (Planned Unit Development)/RS-4 (Residential Single Family)
Comp Plan: Level 2

PT-001942-2024, the conditional final plat for Timber Ridge Residential proposes to have 141 lots on approximately 35.30 acres. This property, which is located south and west of the southwest corner of Albany Street (61st Street) and 37th Street (209th E. Avenue), has been approved for rezoning from A-1 (Agricultural) to PUD-334 (Planned Unit Development) with underlying RS-4 (Single-Family Residential) zoning, subject to the property being platted.

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Attachments:
Checklist

Conditional Final Plat and Covenants

Recommendation:
Staff recommends PT-0011942-2023|PR-000627-2024, Conditional Final Plat for Timber Ridge Residential, subject to the attached comments.

Reviewed by: Amanda Yamaguchi

Approved by: Rocky Henkel

ALY

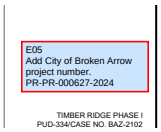
Conditional Final Plat Comments

David Comments (12)



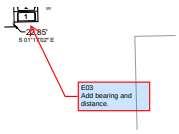
Subject: David Comments
Page Label: [2] 2040172 Cond Final Plat-Phase I-Sheet 2
Author: David Reed
Date: 1/15/2025 1:13:29 PM
Status:
Color:
Layer:
Space:

E07
Show the traffic calming Islands. The area within the Islands needs to be dedicated as a reserve area and maintained by the HOA.



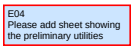
Subject: David Comments
Page Label: [1] 2040172 Cond Final Plat-Phase I-Sheet 1
Author: David Reed
Date: 1/15/2025 1:13:10 PM
Status:
Color:
Layer:
Space:

E05
Add City of Broken Arrow project number.
PR-PR-000627-2024



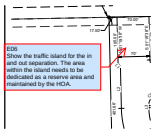
Subject: David Comments
Page Label: [1] 2040172 Cond Final Plat-Phase I-Sheet 1
Author: David Reed
Date: 1/15/2025 1:12:43 PM
Status:
Color:
Layer:
Space:

E03
Add bearing and distance.



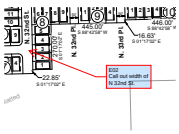
Subject: David Comments
Page Label: [1] 2040172 Cond Final Plat-Phase I-Sheet 1
Author: David Reed
Date: 1/15/2025 1:12:56 PM
Status:
Color:
Layer:
Space:

E04
Please add sheet showing the preliminary utilities



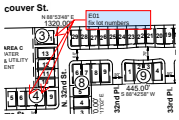
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Page Label: [2] 2040172 Cond Final Plat-Phase I-Sheet 2
Author: David Reed
Date: 1/15/2025 1:13:19 PM
Status:
Color:
Layer:
Space:

E06
Show the traffic island for the in and out separation. The area within the island needs to be dedicated as a reserve area and maintained by the HOA.



Subject: David Comments
Page Label: [1] 2040172 Cond Final Plat-Phase I-Sheet 1
Author: David Reed
Date: 1/15/2025 1:12:38 PM
Status:
Color:
Layer:
Space:

E02
Call out width of N 32nd St.



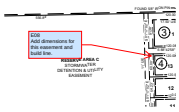
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Page Label: [1] 2040172 Cond Final Plat-Phase I-Sheet 1
Author: David Reed
Date: 1/15/2025 1:12:31 PM
Status:
Color:
Layer:
Space:

E01
fix lot numbers



Subject: David Comments
Page Label: [3] 2040172 Cond Final Plat-Phase I-Sheet 3
Author: David Reed
Date: 1/15/2025 1:14:04 PM
Status:
Color:
Layer:
Space:

E11
Show the traffic calming Island. The area within the Island needs to be dedicated as a reserve area and maintained by the HOA.



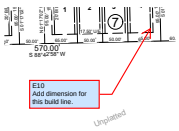
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Page Label: [3] 2040172 Cond Final Plat-Phase I-Sheet 3
Author: David Reed
Date: 1/15/2025 1:13:42 PM
Status:
Color:
Layer:
Space:

E08
Add dimensions for this easement and build line.



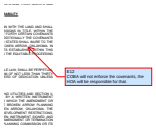
Subject: David Comments
Page Label: [3] 2040172 Cond Final Plat-Phase I-Sheet 3
Author: David Reed
Date: 1/15/2025 1:13:47 PM
Status:
Color:
Layer:
Space:

E09
fix lot numbers



Subject: David Comments
Page Label: [3] 2040172 Cond Final Plat-Phase I-Sheet 3
Author: David Reed
Date: 1/15/2025 1:13:53 PM
Status:
Color:
Layer:
Space:

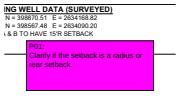
E10
Add dimension for this build line.



Subject: David Comments
Page Label: [1] Sheet 6
Author: David Reed
Date: 1/15/2025 1:14:15 PM
Status:
Color:
Layer:
Space:

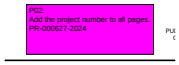
E12
COBA will not enforce the covenants, the HOA will be responsible for that.

Text Box (5)



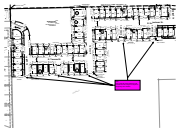
Subject: Text Box
Page Label: [2] 2040172 Cond Final Plat-Phase I-Sheet 2
Author: Amanda
Date: 1/14/2025 9:14:17 AM
Status:
Color:
Layer:
Space:

P01:
Clarify if the setback is a radius or rear setback.



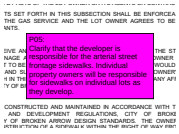
Subject: Text Box
Page Label: [2] 2040172 Cond Final Plat-Phase I-Sheet 2
Author: Amanda
Date: 1/14/2025 9:16:59 AM
Status:
Color:
Layer:
Space:

P02:
Add the project number to all pages.
PR-000627-2024



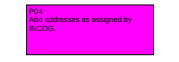
Subject: Text Box
Page Label: [3] 2040172 Cond Final Plat-Phase I-Sheet 3
Author: Amanda
Date: 1/14/2025 9:21:56 AM
Status:
Color:
Layer:
Space:

P03:
Verify that the stub streets do not exceed the 150' length to require a temporary turn around.



Subject: Text Box
Page Label: [1] Sheet 6
Author: Amanda
Date: 1/14/2025 1:24:02 PM
Status:
Color:
Layer:
Space:

P05:
Clarify that the developer is responsible for the arterial street frontage sidewalks. Individual property owners will be responsible for sidewalks on individual lots as they develop.



Subject: Text Box
Page Label: [3] 2040172 Cond Final Plat-Phase I-Sheet 3
Author: Amanda
Date: 1/14/2025 1:23:46 PM
Status:
Color:
Layer:
Space:

P04:
Add addresses as assigned by INCOG.

PLACE HOLDER CO RECORDING STAMP

CONDITIONAL FINAL PLAT-OVERALL

TIMBER RIDGE PHASE I

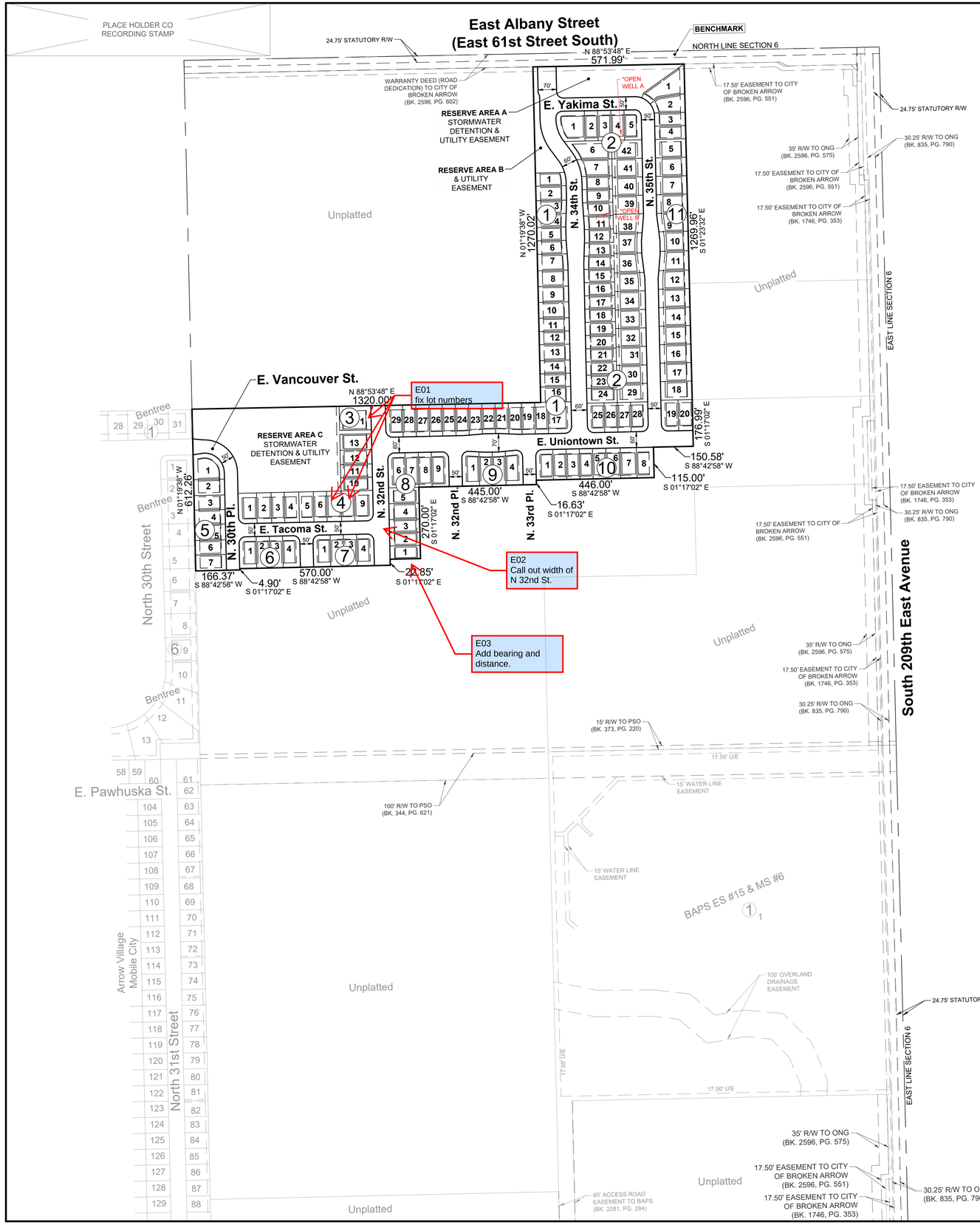
PUD-334 / CASE NO. BAZ-2102

PART OF THE EAST HALF (E/2) OF SECTION SIX (6), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

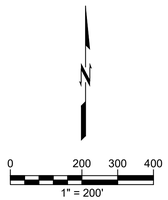
OWNER:
Glen Wood Homes, LP
5705 East 71st Street, Suite #220
Tulsa, Oklahoma, 74136
CONTACT: HAMID VALAD KHANI

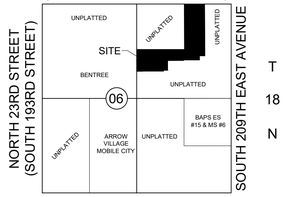
ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
A. NICOLE WATTS P.E.
nicole.watts@wallace.design

SURVEYOR:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO.1460, EXPIRES 6/30/2025
R. WESLEY BENNETT, PLS 1562
wes.bennett@wallace.design



E04
Please add sheet showing the preliminary utilities





Location Map
SCALE: 1"=2000'

LEGEND

B/L	=	BUILDING SETBACK
ACC	=	ACCESS
LNA	=	LIMITS OF NO ACCESS
R/W	=	RIGHT-OF-WAY
U/E	=	UTILITY EASEMENT
BK./PG.	=	BOOK/PAGE
ONG	=	OKLAHOMA NATURAL GAS
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
PSO	=	PUBLIC SERVICE COMPANY OF OKLAHOMA
XXXX		ADDRESS
(1)		BLOCK NUMBER
2		LOT NUMBER
○		IRON PIN FOUND

SUBDIVISION STATISTICS
SUBDIVISION CONTAINS ONE HUNDRED FORTY-ONE (141) LOTS IN ELEVEN (11) BLOCKS AND THREE (3) RESERVE AREAS.
SUBDIVISION CONTAINS 1,537,477 SF (35.30 ACRES)
RESERVE AREA A CONTAINS 47,673 SF (1.09 ACRES)
RESERVE AREA B CONTAINS 15,544 SF (0.36 ACRES)
RESERVE AREA C CONTAINS 149,875 SF (3.44 ACRES)

MONUMENTATION
MONUMENTATION FOUND AS NOTED. (SEE SHEETS 2-5)
1/2" IRON PINS TO BE SET AT MAIN BOUNDARY CORNERS.

BENCHMARK
3/8" IRON PIN IN EAST ALBANY STREET
NORTHING=399188.198
EASTING=2634372.061
ELEV=717.13

BASIS OF BEARINGS
HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501.
VERTICAL DATUM NAVD 1988

ADDRESS NOTE
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.

FLOODPLAIN NOTE
FEMA FIRM MAP 40145C0105J FOR WAGONER COUNTY, OKLAHOMA AND INCORPORATED AREAS WITH A REVISION DATE OF SEPTEMBER 30TH, 2016, SHOWS NO FLOODPLAIN ON SUBJECT PROPERTY.

NOTES:
1. SEE SHEETS 2 & 3 FOR INTERIOR DIMENSIONS AND LABELS.
2. SEE SHEET 4 FOR CURVE, LINE AND LOT DATA.
3. 5' BUILDING SETBACK FOR SIDE LOTS UNLESS OTHERWISE NOTED.

SURVEYOR'S LAST SITE VISIT:
2/25/21

PLACE HOLDER CO CLERK STAMP

APPROVED_____by the City Council of the City of Broken Arrow, Oklahoma,

_____
Mayor

_____
Attest: City Clerk

STORMWATER DETENTION ACCOMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH DETENTION DETERMINATION NO.: DD-011224-04

BACKFLOW PREVENTER NOTE

"ALL NEW BUILDINGS THAT ARE SERVED BY SANITARY SEWER SERVICE SHALL INSTALL A BACKWATER DEVICE (BACKFLOW PREVENTER). INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER." BROKEN ARROW ORDINACE NO. 3527, SECTION 24303, ADOPTED MAY 15, 2018. ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.

PLACE HOLDER CO TAX STAMP

E05
Add City of Broken Arrow project number.
PR-PR-000627-2024

\\civil-server\projects\2040172 Timber Ridge Subdivision\Dwg\PRODUCTION\Plat\20401?2 Cond Final Plat-Phase I.dwg PLOT:12/20/24 ORIG SIZE:24"X36"

PLACE HOLDER
LEAVE OPEN

CONDITIONAL FINAL PLAT

TIMBER RIDGE PHASE I

PUD-334 / CASE NO. BAZ-2102

PART OF THE EAST HALF (E/2) OF SECTION SIX (6), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

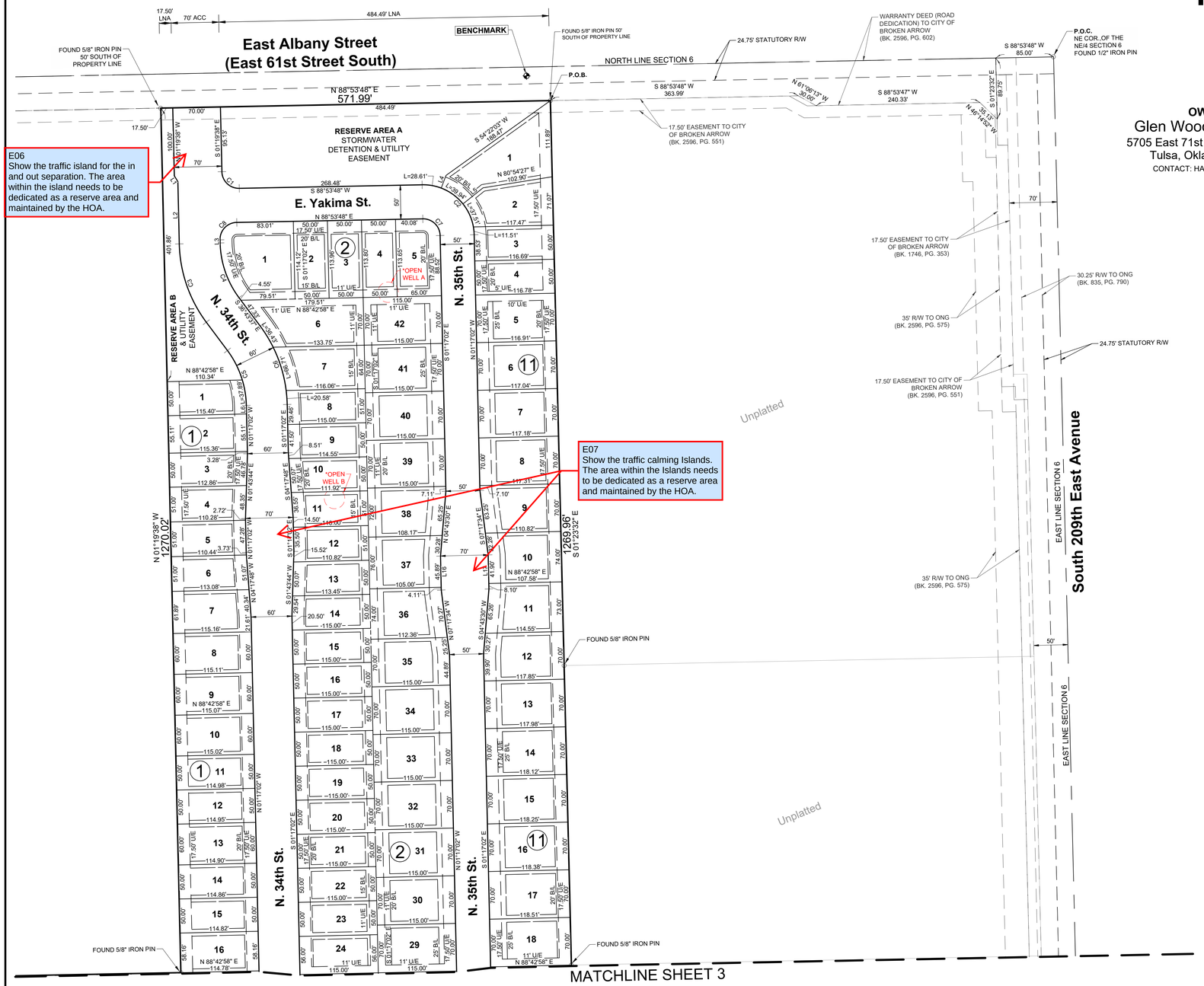
OWNER:
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5705 East 71st Street, Suite #220
Tulsa, Oklahoma, 74136
CONTACT: HAMID VALAD KHANI

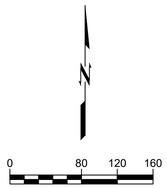
ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
A. NICOLE WATTS P.E.
nicole.watts@wallace.design

SURVEYOR:
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Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO.1460, EXPIRES 6/30/2025
R. WESLEY BENNETT, PLS 1562
wes.bennett@wallace.design

E06
Show the traffic island for the in and out separation. The area within the island needs to be dedicated as a reserve area and maintained by the HOA.

E07
Show the traffic calming Islands. The area within the Islands needs to be dedicated as a reserve area and maintained by the HOA.



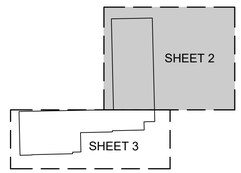




Location Map
SCALE: 1"=2000'

***EXISTING WELL DATA (SURVEYED)**
WELL A- N = 398870.51 E = 2634168.82
WELL B- N = 398567.48 E = 2634090.20
WELLS A & B TO HAVE 15'R SETBACK

P01:
Clarify if the setback is a radius or rear setback.



Sheet Index
SCALE: NONE

P02:
Add the project number to all pages.
PR-000627-2024

\\civil-server\projects\2040172 Timber Ridge Subdivision\Dwg\PRODUCTION\Plat\2040172 Cond Final Plat-Phase I.dwg PLOT:12/20/24 ORIG SIZE:24"X36"

PLACE HOLDER
LEAVE OPEN

CONDITIONAL FINAL PLAT

TIMBER RIDGE PHASE I

PUD-334 / CASE NO. BAZ-2102

PART OF THE EAST HALF (E/2) OF SECTION SIX (6), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

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123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO.1460, EXPIRES 6/30/2025
R. WESLEY BENNETT, PLS 1562
wes.bennett@wallace.design

0 80 120 160
1" = 80'

R 15 E
EAST ALBANY STREET
(EAST 61ST STREET SOUTH)
NORTH 23RD STREET
(SOUTH 193RD STREET)
SOUTH 209TH EAST AVENUE
T 18 N
UNPLATTED
SITE
BENTREE
06
ARROW VILLAGE MOBILE CITY
BAPS ES #15 & MS #6
EAST KENOSHA STREET
(EAST 71ST STREET SOUTH)

Location Map
SCALE: 1"=2000'

SHEET 2
SHEET 3

Sheet Index
SCALE: NONE

E09
fix lot numbers

E08
Add dimensions for this easement and build line.

E10
Add dimension for this build line.

E11
Show the traffic calming Island. The area within the Island needs to be dedicated as a reserve area and maintained by the HOA.

P03:
Verify that the stub streets do not exceed the 150' length to require a temporary turn around.

P04:
Add addresses as assigned by INCOG.

RESERVE AREA C
STORMWATER DETENTION & UTILITY EASEMENT

MATCHLINE SHEET 2

E. Vancouver St.
E. Uniontown St.
E. Tacoma St.
N. 30th Pl.
N. 32nd Pl.
N. 33rd Pl.
N. 34th St.
N. 35th St.
North 30th Street

Unplatted

\\civil-server\projects\2040172 Timber Ridge Subdivision\Dwg\PRODUCTION\Plat\2040172 Cond Final Plat-Phase I.dwg
PLOT:12/20/24
ORIG SIZE:24"X36"

CONDITIONAL FINAL PLAT

TIMBER RIDGE PHASE I

PUD-334 / CASE NO. BAZ-2102

LINE TABLE		
LINE #	LENGTH	BEARING
L1	10.00'	N 31°19'38" W
L2	91.34'	N 01°19'38" W
L3	4.58'	N 01°19'38" W
L4	20.00'	N 20°45'08" E
L5	37.75'	N 51°16'02" E
L6	12.57'	N 01°17'02" W
L7	23.16'	N 88°53'48" E
L8	26.84'	N 88°42'58" E
L9	50.97'	N 88°42'58" E
L10	42.00'	N 81°55'25" E
L11	42.06'	S 84°24'42" E
L12	24.59'	S 84°17'05" W
L13	25.48'	S 88°42'58" W
L14	25.48'	S 88°42'58" W
L15	24.59'	N 86°51'09" W
L16	50.00'	S 01°17'02" E
L17	50.00'	S 01°17'02" E

CURVE TABLE					
CURVE #	LENGTH (L)	RADIUS (R)	DELTA (Δ)	CHORD BEARING (CB)	CHORD DISTANCE (CD)
C1	39.17'	25.00'	89°46'34"	S 46°12'55" E	35.29'
C2	117.57'	75.00'	89°49'10"	N 46°11'37" W	105.90'
C3	123.57'	200.00'	35°23'59"	S 19°01'37" E	121.61'
C4	86.50'	140.00'	35°23'59"	S 19°01'37" E	85.13'
C5	86.60'	140.00'	35°26'35"	N 19°00'19" W	85.23'
C6	123.72'	200.00'	35°26'35"	N 19°00'19" W	121.76'
C7	39.19'	25.00'	89°49'10"	N 46°11'37" W	35.30'
C8	39.37'	25.00'	90°13'26"	S 43°47'05" W	35.42'
C9	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'
C10	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'
C11	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C12	41.20'	25.00'	94°25'53"	N 48°29'59" W	36.70'
C13	41.20'	25.00'	94°25'53"	S 45°55'55" W	36.70'
C14	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'
C15	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C16	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'
C17	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'
C18	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'
C19	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C20	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'
C21	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C22	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'
C23	196.35'	125.00'	90°00'00"	N 46°17'02" W	176.78'
C24	117.81'	75.00'	90°00'00"	S 46°17'02" E	106.07'
C25	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'
C26	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'

Lot Area Table (Block 1)		
Lot #	Area	(Acre)
1	5,708	0.13
2	6,358	0.15
3	5,709	0.13
4	5,687	0.13
5	5,624	0.13
6	5,700	0.13
7	7,086	0.16
8	6,908	0.16
9	6,905	0.16
10	6,903	0.16
11	5,750	0.13
12	5,748	0.13
13	6,895	0.16
14	5,744	0.13
15	5,742	0.13
16	6,677	0.15
17	10,306	0.24
18	5,937	0.14
19	5,944	0.14
20	5,906	0.14
21	5,760	0.13
22	5,720	0.13
23	5,837	0.13
24	5,973	0.14
25	5,991	0.14
26	5,999	0.14
27	6,007	0.14
28	6,015	0.14
29	7,697	0.18

Lot Area Table (Block 2)		
Lot #	Area	(ACRE)
1	11,444	0.26
2	5,702	0.13
3	5,694	0.13
4	5,686	0.13
5	7,247	0.17
6	10,866	0.25
7	7,871	0.18
8	5,757	0.13
9	5,748	0.13
10	5,662	0.13
11	5,645	0.13
12	5,616	0.13
13	5,607	0.13
14	5,727	0.13
15	5,750	0.13
16	5,750	0.13
17	5,750	0.13
18	5,750	0.13
19	5,750	0.13
20	5,750	0.13
21	5,750	0.13
22	5,750	0.13

Lot Area Table (Block 2) CONTD		
Lot #	Area	(ACRE)
23	5,750	0.13
24	6,440	0.15
25	7,146	0.16
26	5,600	0.13
27	5,600	0.13
28	7,146	0.16
29	8,050	0.18
30	8,050	0.18
31	8,050	0.18
32	8,050	0.18
33	8,050	0.18
34	8,050	0.18
35	8,017	0.18
36	8,027	0.18
37	8,028	0.18
38	8,058	0.18
39	8,050	0.18
40	8,050	0.18
41	8,050	0.18
42	8,050	0.18

Lot Area Table (Block 3)		
Lot #	Area	(ACRE)
1	10,943	0.25

Lot Area Table (Block 4)		
Lot #	Area	(ACRE)
1	7,916	0.18
2	6,325	0.15
3	5,750	0.13
4	6,325	0.15
5	6,325	0.15
6	5,750	0.13
7	6,325	0.15
8	5,750	0.13
9	7,916	0.18
10	6,000	0.14
11	6,000	0.14
12	6,508	0.15
13	7,200	0.17

Lot Area Table (Block 5)		
Lot #	Area	(ACRE)
1	10,332	0.24
2	6,997	0.16
3	6,411	0.15
4	6,409	0.15
5	6,989	0.16
6	6,404	0.15
7	6,984	0.16

Lot Area Table (Block 6)		
Lot #	Area	(ACRE)
1	7,666	0.18
2	6,000	0.14
3	6,000	0.14
4	7,666	0.18

Lot Area Table (Block 7)		
Lot #	Area	(ACRE)
1	7,666	0.18
2	6,000	0.14
3	6,000	0.14
4	7,666	0.18

Lot Area Table (Block 8)		
Lot #	Area	(ACRE)
1	5,750	0.13
2	5,750	0.13
3	5,750	0.13
4	6,900	0.16
5	6,900	0.16
6	8,422	0.19
7	6,582	0.15
8	6,582	0.15
9	8,422	0.19

Lot Area Table (Block 9)		
Lot #	Area	(ACRE)
1	8,358	0.19
2	6,355	0.15
3	6,355	0.15
4	8,358	0.19

Lot Area Table (Block 10)		
Lot #	Area	(ACRE)
1	7,341	0.17
2	5,750	0.13
3	5,750	0.13
4	5,750	0.13
5	5,750	0.13
6	6,325	0.15
7	7,015	0.16
8	7,475	0.17

Lot Area Table (Block 11)		
Lot #	Area	(ACRE)
1	11,306	0.26
2	7,598	0.17
3	5,835	0.13
4	5,837	0.13
5	8,179	0.19
6	8,188	0.19
7	8,198	0.19
8	8,207	0.19
9	8,008	0.18
10	8,010	0.18
11	8,080	0.19
12	8,197	0.19
13	8,254	0.19
14	8,264	0.19
15	8,273	0.19
16	8,282	0.19
17	8,291	0.19
18	8,301	0.19
19	7,470	0.17
20	6,276	0.14

\\civil-server\projects\2040172 Timber Ridge Subdivision\Dwg\PRODUCTION\Plat\2040172 Cond Final Plat-Phase I.dwg PLOT:12/20/24 ORIG SIZE:24"X36"

CONDITIONAL FINAL PLAT

TIMBER RIDGE PHASE I

PUD-334 / CASE NO. BAZ-2102

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

TIMBER RIDGE

KNOW ALL MEN BY THESE PRESENTS:

GLEN WOOD HOMES, LP, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND LYING IN THE EAST HALF (E/2) OF SECTION SIX (6), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION SIX (6); THENCE S88°53'48"W AND ALONG THE NORTH LINE OF SAID SECTION SIX (6) FOR A DISTANCE OF 85.00 FEET; THENCE S01°23'32"E FOR A DISTANCE OF 89.75 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST ALBANY STREET (EAST 61ST/ STREET SOUTH); THENCE N46°14'52"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 35.13 FEET; THENCE S88°53'47"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 240.33 FEET; THENCE N61°06'13"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 30.00 FEET; THENCE S88°53'48"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 363.99 FEET TO THE POINT OF BEGINNING; THENCE S01°23'32"E FOR A 1269.96 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 176.99 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 150.58 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 115.00 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 446.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 16.63 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 445.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 270.00 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 115.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 22.85 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 570.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 4.90 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 166.37 FEET; THENCE N01°19'38"W FOR A DISTANCE OF 612.26 FEET; THENCE N88°53'48"E FOR A DISTANCE OF 1320.00 FEET; THENCE N01°19'38"W FOR A DISTANCE OF 1270.02 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST ALBANY STREET (EAST 61ST STREET SOUTH); THENCE N88°53'48"E AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 571.99 FEET TO THE POINT OF BEGINNING.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 141 LOTS, 11 BLOCKS, AND 3 RESERVES, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "TIMBER RIDGE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "TIMBER RIDGE").

SECTION I. EASEMENTS AND UTILITIES

A. PUBLIC UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED ON THE ACCOMPANYING PLAT AS "U/E", "UTILITY EASEMENT" OR "RESERVE A, B OR C" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, 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 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, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE 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, LANDSCAPING, AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN RESERVE D AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE, DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON 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 AND NON-EXCLUSIVE 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.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE 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, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR 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 THE LOT OWNER'S AGENTS OR CONTRACTORS.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

1. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THE LOT.
2. WITHIN THE UTILITY EASEMENTS, STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4) INTERFERE WITH PUBLIC WATER MAINS, OR IN THE JUDEMENT OF THE CITY OF BROKEN ARROW INTERFERE WITH PUBLIC SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
3. WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4), OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS.
4. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS AND 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 THE LOT OWNER'S AGENTS AND /OR CONTRACTORS.
5. THE CITY OF BROKEN ARROW, OKLAHOMA , OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS DEPICTED UPON 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 SANITARY SEWER, OR STORM SEWER FACILITIES.
6. WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4) OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED UPON 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 WATER FACILITIES.
7. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

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 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 FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICES SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR ITS AGENTS OR CONTRACTORS.
3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AN[illegible] THE STORMWATER FROM LOTS AND DRAINAGE A[illegible] OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE[illegible] WOULD IMPAIR THE DRAINAGE OF STORM AND SU[illegible] OWNER'S LOT. THE COVENANTS SET FORTH IN THI[illegible] ANY AFFECTED LOT OWNER AND BY THE CITY OF BR[illegible]

P05:
Clarify that the developer is responsible for the arterial street frontage sidewalks. Individual property owners will be responsible for sidewalks on individual lots as they develop.

F. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE BROKEN ARROW SUBDIVISION AND DEVELOPMENT REGULATIONS, CITY OF BROKEN ARROW ORDINANCES AND CITY OF BROKEN ARROW DESIGN STANDARDS. THE OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF A SIDEWALK WITHIN THE RIGHT OF WAY FRONTAGE AND BETWEEN RESERVE BOUNDARIES OF ALL RESERVES PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN THE SUBDIVISION. CONTINUOUS SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED WITHIN THE RIGHT OF WAY DEPICTED ON THE ACCOMPANYING PLAT. PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT FOR THE DWELLING WITHIN A LOT, THE OWNER OF THE PARTICULAR LOT SHALL CONSTRUCT THE SIDEWALK WITHIN THE FRONTAGE OF; AND ADJOINING, THE SUBJECT LOT BETWEEN LOT BOUNDARIES, AND SHALL THEREAFTER MAINTAIN THE SIDEWALK WITHIN THE LOT FRONTAGE. THE SIDEWALK SHALL BE CONTINUOUS WITH ANY EXISTING SIDEWALKS FRONTING ADJOINING LOTS AT THE LOT BOUNDARY.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, 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.

H. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BROKEN ARROW, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND DETENTION IN RESERVES A AND C SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

I. LIMITS OF NO ACCESS (LNA)

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST ALBANY STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. RESERVES

A. RESERVES A AND C - STORMWATER DETENTION AND UTILITY EASEMENTS

1. THE USE OF RESERVES A AND C SHALL BE LIMITED TO OPEN SPACE, LANDSCAPING, STORMWATER DETENTION AND LOCATION OF UTILITIES. RESERVES A AND C ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION REFERRED TO IN SECTION III BELOW.
2. THE OWNER HEREBY DEDICATES TO THE PUBLIC, PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE A AND C AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
3. THE OWNER HEREBY DEDICATES TO PUBLIC, UTILITY EASEMENTS ON, OVER AND ACROSS RESERVES A AND C AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PLACEMENT OF PUBLIC UTILITIES SERVING THE SUBDIVISION.
4. STORM WATER DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW .
5. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVES A OR C, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE OR CONTOURS IN RESERVES A OR C UNLESS APPROVED BY THE CITY OF BROKEN ARROW.
6. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES IN RESERVES A AND C SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE IN THE INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS, INCLUDING THE REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
   a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
   b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
   c. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
   d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
7. LANDSCAPING APPROVED BY THE CITY OF BROKEN ARROW SHALL BE ALLOWED IN RESERVES A AND C.
8. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, OR THE ALTERATION OF GRADE WITHIN A DETENTION EASEMENT, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF MAINTENANCE 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 IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/141ST OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW.

B. RESERVE B - OPEN SPACE AND UTILITY EASEMENTS

1. THE USE OF RESERVE B SHALL BE LIMITED TO AN OPEN SPACE COMMON AREA AND THE PLACEMENT OF PUBLIC UTILITIES. RESERVE B IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION REFERRED TO IN SECTION III BELOW.
2. THE OWNER HEREBY DEDICATES TO PUBLIC, UTILITY EASEMENTS ON, OVER AND ACROSS RESERVE B AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PLACEMENT OF PUBLIC UTILITIES SERVING THE SUBDIVISION.
3. RESERVE B SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION, AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED COMMON AREA AND OPEN SPACE FUNCTIONS. RESERVE B SHALL BE MAINTAINED IN AN ORDERLY CONDITION IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE NUISANCE ORDINANCES OF THE CITY OF BROKEN ARROW.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE TIMBER RIDGE HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT ENTITY (SOMETIMES REFERRED TO HEREIN AS THE HOMEOWNERS' ASSOCIATION OR ASSOCIATION"). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN TIMBER RIDGE, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNERS' ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE HOMEOWNERS' ASSOCIATION. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. SPECIAL ASSESSMENTS

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNERS' ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO, AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNERS' ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT IMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE HOMEOWNERS' ASSOCIATION MAY HAVE, THE HOMEOWNERS' ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION, AND SHALL HAVE THE RIGHT TO ENFORCE ALL THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

F. RESERVE AREAS

ALL RESERVE AREAS SHALL BE MAINTAINED BY THE OWNER UNTIL SUCH TIME AS THE HOMEOWNERS' ASSOCIATION IS FORMED AND OWNERSHIP OF SUCH RESERVE AREA IS CONVEYED TO THE ASSOCIATION. FROM AND AFTER SAID DATE, THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF SUCH RESERVE AREAS AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES.

G. INDEMNIFICATION OF OWNER AND CITY

THE HOMEOWNERS' ASSOCIATION AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVES.

SECTION IV. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY WITHIN THE SUBDIVISION WAS MADE SUBJECT TO PUD-334 IN ACCORDANCE WITH THE TERMS OF THE BROKEN ARROW ZONING CODE, WHICH WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION (THE "BAPC") ON JANUARY 13, 2022 IN CASE NO. BAZ-2102 AND PUD 334, AND WAS APPROVED BY THE BROKEN ARROW CITY COUNCIL ON FEBRUARY 1, 2022, THE IMPLEMENTING ORDINANCE TO BE ADOPTED UPON APPROVAL OF FINAL PLAT; AND

WHEREAS, THE PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD 334; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT OF THE SUBDIVISION IN ACCORDANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

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.

USE AND DEVELOPMENT OF THE PROPERTY WITHIN THE SUBDIVISION SHALL BE SUBJECT TO THE FOLLOWING DEVELOPMENT STANDARDS:

A. DEVELOPMENT AREA "A" - SINGLE FAMILY STANDARDS

DEVELOPMENT AREA "A" SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE RS-4 DISTRICT AND THE BROKEN ARROW ZONING ORDINANCE, EXCEPT AS NOTED HEREIN:

NET LAND AREA: PHASE I-35.30 ACRES/1,537,477 SF (OVERALL-83.792 ACRES/3,649,983 SF)

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE RS-4 ZONING DISTRICT IN THE CITY OF BROKEN ARROW ZONING CODE, INCLUDING LANDSCAPED FEATURES, RECREATIONAL FACILITIES SUCH AS TRAILS, PICNIC TABLES, AND BENCHES, AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

MINIMUM LOT AREA:	5,600 SF
MAXIMUM NUMBER OF LOTS:	440 LOTS
MINIMUM LOT FRONTAGE:	50 FT
MAXIMUM LOT COVERAGE (%):	INTERIOR: 55% CORNER: 65%
MINIMUM BUILDING SETBACKS:	FRONT: 20 FT* SIDE: 5 FT REAR: 15 FT
CORNER OR ADJACENT TO PUBLIC STREET:	20 FT
MAXIMUM HEIGHT:	35 FT OR 2.5 STORIES

* FOR LOTS WITH MORE THAN TWO SIDES ABUTTING A PUBLIC WAY (NOT INCLUDING ARTERIALS), THE FRONT YARD MAY BE REDUCED TO 15 FEET ALONG THOSE RIGHTS OF WAY THAT HAVE NO VEHICULAR ACCESS. IN SUCH INSTANCES, THERE SHALL BE NO OBSTRUCTION IN A 15-FOOT FRONT YARD (SUCH AS BUILDINGS, FENC

PLACE HOLDER CO
RECORDING STAMP

CONDITIONAL FINAL PLAT-OVERALL

TIMBER RIDGE PHASE I

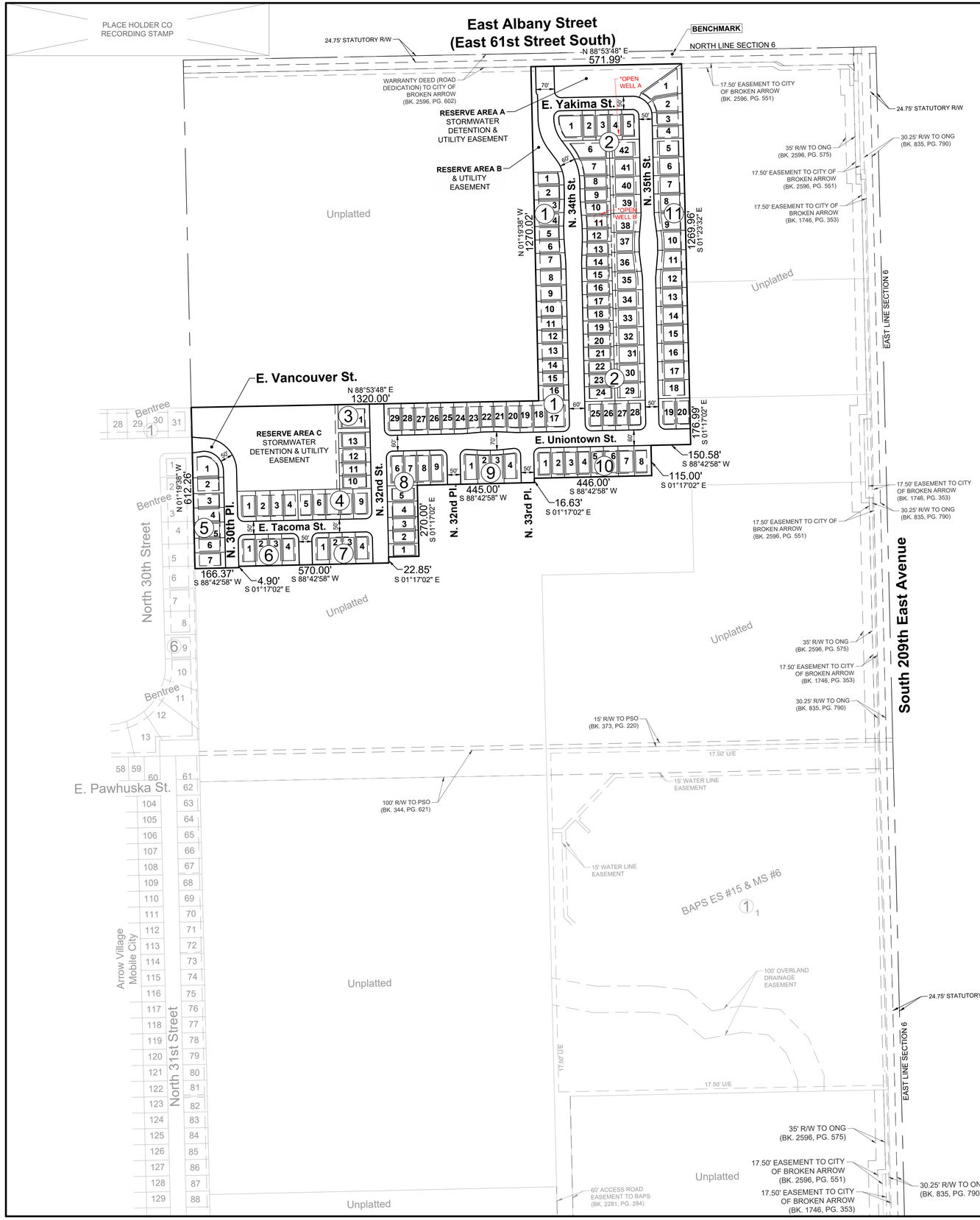
PUD-334 / CASE NO. BAZ-2102

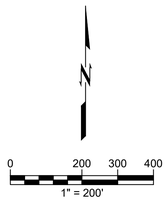
PART OF THE EAST HALF (E/2) OF SECTION SIX (6), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

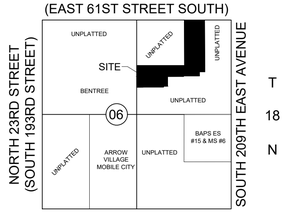
OWNER:
Glen Wood Homes, LP
5705 East 71st Street, Suite #220
Tulsa, Oklahoma, 74136
CONTACT: HAMID VALAD KHANI

ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
A. NICOLE WATTS P.E.
nicole.watts@wallace.design

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R. WESLEY BENNETT, PLS 1562
wes.bennett@wallace.design







Location Map
SCALE: 1"=2000'

LEGEND

B/L	=	BUILDING SETBACK
ACC	=	ACCESS
LNA	=	LIMITS OF NO ACCESS
R/W	=	RIGHT-OF-WAY
U/E	=	UTILITY EASEMENT
BK./PG.	=	BOOK/PAGE
ONG	=	OKLAHOMA NATURAL GAS
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
PSO	=	PUBLIC SERVICE COMPANY OF OKLAHOMA
XXXX		ADDRESS
(1)		BLOCK NUMBER
2		LOT NUMBER
○		IRON PIN FOUND

SUBDIVISION STATISTICS
SUBDIVISION CONTAINS ONE HUNDRED FORTY-ONE (141) LOTS IN ELEVEN (11) BLOCKS AND THREE (3) RESERVE AREAS.
SUBDIVISION CONTAINS 1,537,477 SF (35.30 ACRES)
RESERVE AREA A CONTAINS 47,673 SF (1.09 ACRES)
RESERVE AREA B CONTAINS 15,544 SF (0.36 ACRES)
RESERVE AREA C CONTAINS 149,875 SF (3.44 ACRES)

MONUMENTATION
MONUMENTATION FOUND AS NOTED. (SEE SHEETS 2-5)
1/2" IRON PINS TO BE SET AT MAIN BOUNDARY CORNERS.

BENCHMARK
3/8" IRON PIN IN EAST ALBANY STREET
NORTHING=399188.198
EASTING=2634372.061
ELEV=717.13

BASIS OF BEARINGS
HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501.
VERTICAL DATUM NAVD 1988

ADDRESS NOTE
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.

FLOODPLAIN NOTE
FEMA FIRM MAP 40145C0105J FOR WAGONER COUNTY, OKLAHOMA AND INCORPORATED AREAS WITH A REVISION DATE OF SEPTEMBER 30TH, 2016, SHOWS NO FLOODPLAIN ON SUBJECT PROPERTY.

NOTES:
1. SEE SHEETS 2 & 3 FOR INTERIOR DIMENSIONS AND LABELS.
2. SEE SHEET 4 FOR CURVE, LINE AND LOT DATA.
3. 5' BUILDING SETBACK FOR SIDE LOTS UNLESS OTHERWISE NOTED.

SURVEYOR'S LAST SITE VISIT:
2/25/21

PLACE HOLDER CO
CLERK STAMP

APPROVED_____by the City Council of the City of Broken Arrow, Oklahoma,

_____
Mayor

_____
Attest: City Clerk

STORMWATER DETENTION ACCOMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH DETENTION DETERMINATION NO.: DD-011224-04

BACKFLOW PREVENTER NOTE

"ALL NEW BUILDINGS THAT ARE SERVED BY SANITARY SEWER SERVICE SHALL INSTALL A BACKWATER DEVICE (BACKFLOW PREVENTER). INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER." BROKEN ARROW ORDINACE NO. 3527, SECTION 24303, ADOPTED MAY 15, 2018. ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.

PLACE HOLDER CO
TAX STAMP

\\cvil-server\projects\2040172 Timber Ridge Subdivision\Dwg\PRODUCTION\Plat\20401?2 Cond Final Plat-Phase I.dwg PLOT:12/20/24 ORIG SIZE:24"X36"

PLACE HOLDER
LEAVE OPEN

CONDITIONAL FINAL PLAT

TIMBER RIDGE PHASE I

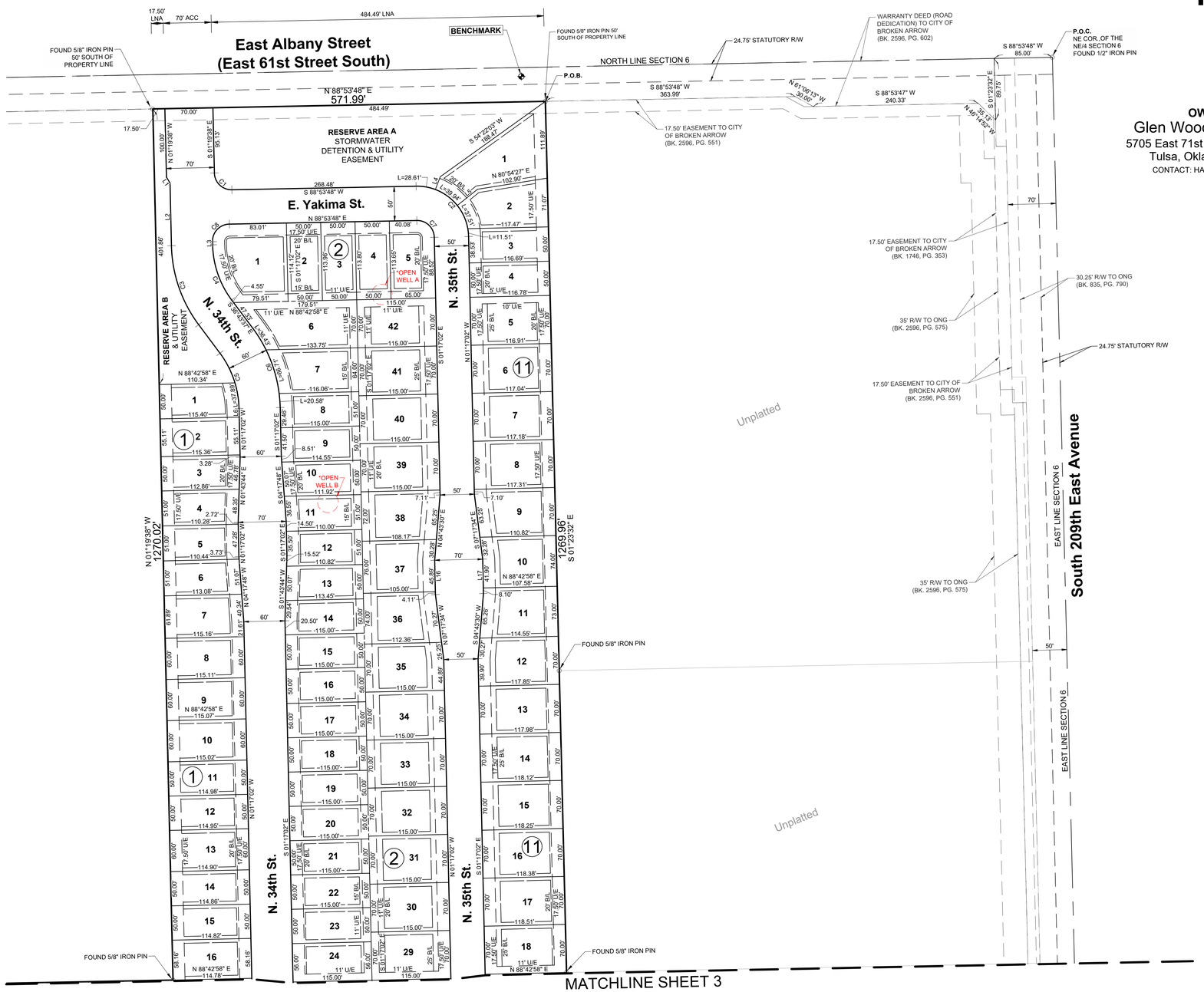
PUD-334 / CASE NO. BAZ-2102

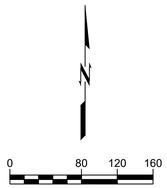
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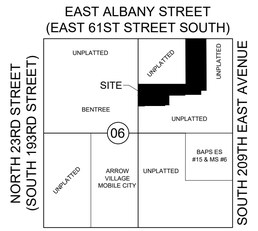
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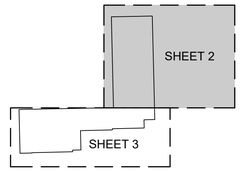






Location Map
SCALE: 1"=2000'

***EXISTING WELL DATA (SURVEYED)**
WELL A- N = 398870.51 E = 2634168.82
WELL B- N = 398567.48 E = 2634090.20
WELLS A & B TO HAVE 15'R SETBACK



Sheet Index
SCALE: NONE

\\civil-server\projects\2040172 Timber Ridge Subdivision\Dwg\PRODUCTION\Plat\2040172 Cond Final Plat-Phase I.dwg PLOT:12/20/24 ORIG SIZE:24"X36"

PLACE HOLDER
LEAVE OPEN

CONDITIONAL FINAL PLAT

TIMBER RIDGE PHASE I

PUD-334 / CASE NO. BAZ-2102

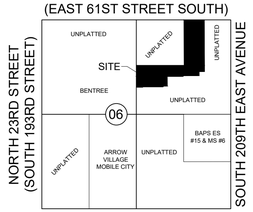
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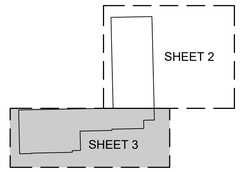
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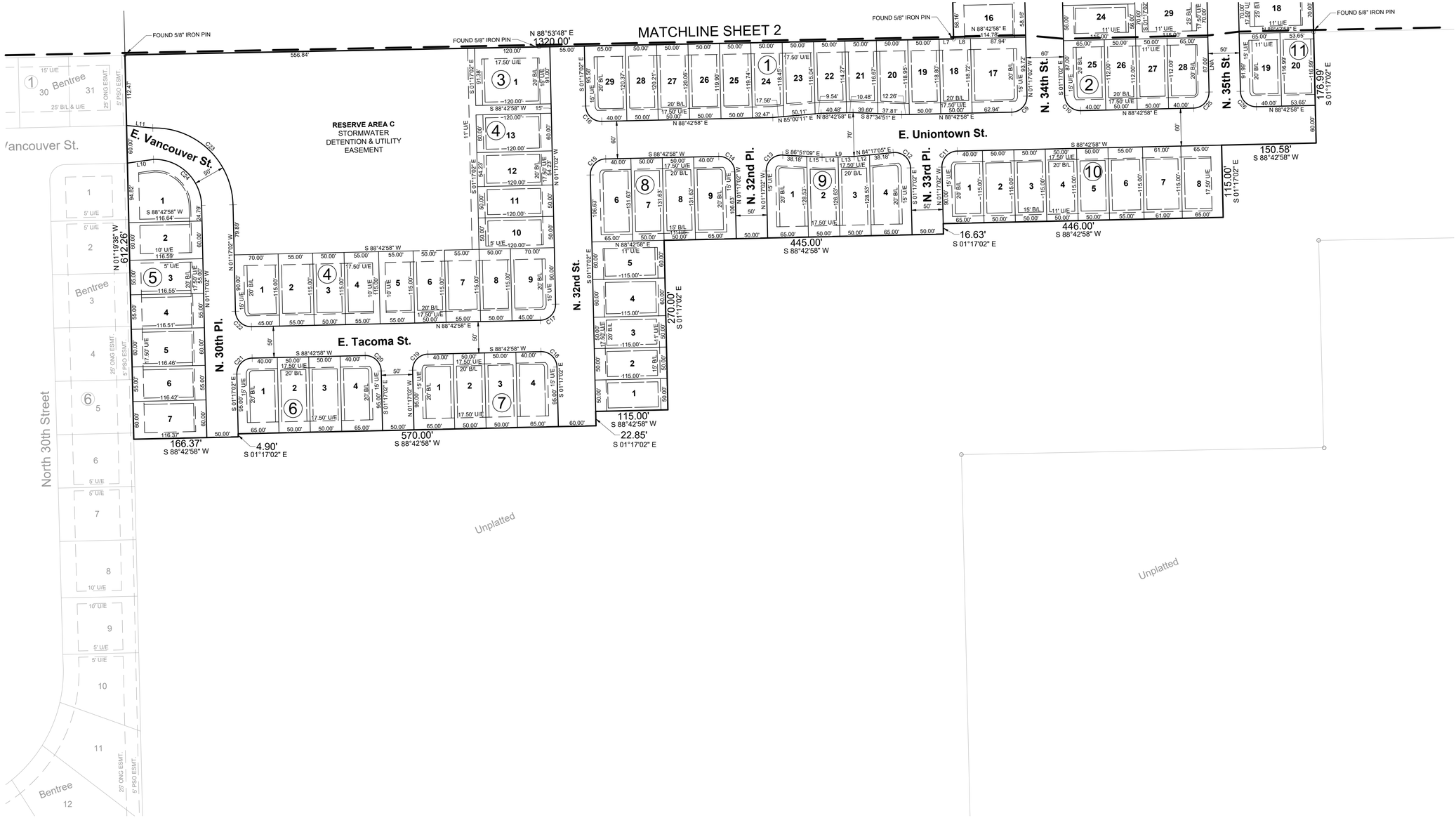
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1" = 80'



Location Map
SCALE: 1"=2000'



Sheet Index
SCALE: NONE



\\civil-server\projects\2040172 Timber Ridge Subdivision\Dwg\PRODUCTION\Plat\20240172 Cond Final Plat-Phase I.dwg PLOT:12/20/24 ORIG SIZE:24"X36"

CONDITIONAL FINAL PLAT

TIMBER RIDGE PHASE I

PUD-334 / CASE NO. BAZ-2102

LINE TABLE		
LINE #	LENGTH	BEARING
L1	10.00'	N 31°19'38" W
L2	91.34'	N 01°19'38" W
L3	4.58'	N 01°19'38" W
L4	20.00'	N 20°45'08" E
L5	37.75'	N 51°16'02" E
L6	12.57'	N 01°17'02" W
L7	23.16'	N 88°53'48" E
L8	26.84'	N 88°42'58" E
L9	50.97'	N 88°42'58" E
L10	42.00'	N 81°55'25" E
L11	42.06'	S 84°24'42" E
L12	24.59'	S 84°17'05" W
L13	25.48'	S 88°42'58" W
L14	25.48'	S 88°42'58" W
L15	24.59'	N 86°51'09" W
L16	50.00'	S 01°17'02" E
L17	50.00'	S 01°17'02" E

CURVE TABLE					
CURVE #	LENGTH (L)	RADIUS (R)	DELTA (Δ)	CHORD BEARING (CB)	CHORD DISTANCE (CD)
C1	39.17'	25.00'	89°46'34"	S 46°12'55" E	35.29'
C2	117.57'	75.00'	89°49'10"	N 46°11'37" W	105.90'
C3	123.57'	200.00'	35°23'59"	S 19°01'37" E	121.61'
C4	86.50'	140.00'	35°23'59"	S 19°01'37" E	85.13'
C5	86.60'	140.00'	35°26'35"	N 19°00'19" W	85.23'
C6	123.72'	200.00'	35°26'35"	N 19°00'19" W	121.76'
C7	39.19'	25.00'	89°49'10"	N 46°11'37" W	35.30'
C8	39.37'	25.00'	90°13'26"	S 43°47'05" W	35.42'
C9	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'
C10	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'
C11	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C12	41.20'	25.00'	94°25'53"	N 48°29'59" W	36.70'
C13	41.20'	25.00'	94°25'53"	S 45°55'55" W	36.70'
C14	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'
C15	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C16	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'
C17	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'
C18	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'
C19	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C20	39.27'	25.00'	90°00'00"	N 46°17'02" W	35.36'
C21	39.27'	25.00'	90°00'00"	S 43°42'58" W	35.36'
C22	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'
C23	196.35'	125.00'	90°00'00"	N 46°17'02" W	176.78'
C24	117.81'	75.00'	90°00'00"	S 46°17'02" E	106.07'
C25	39.27'	25.00'	90°00'00"	N 43°42'58" E	35.36'
C26	39.27'	25.00'	90°00'00"	S 46°17'02" E	35.36'

Lot Area Table (Block 1)		
Lot #	Area	(Acre)
1	5,708	0.13
2	6,358	0.15
3	5,709	0.13
4	5,687	0.13
5	5,624	0.13
6	5,700	0.13
7	7,086	0.16
8	6,908	0.16
9	6,905	0.16
10	6,903	0.16
11	5,750	0.13
12	5,748	0.13
13	6,895	0.16
14	5,744	0.13
15	5,742	0.13
16	6,677	0.15
17	10,306	0.24
18	5,937	0.14
19	5,944	0.14
20	5,906	0.14
21	5,760	0.13
22	5,720	0.13
23	5,837	0.13
24	5,973	0.14
25	5,991	0.14
26	5,999	0.14
27	6,007	0.14
28	6,015	0.14
29	7,697	0.18

Lot Area Table (Block 2)		
Lot #	Area	(ACRE)
1	11,444	0.26
2	5,702	0.13
3	5,694	0.13
4	5,686	0.13
5	7,247	0.17
6	10,866	0.25
7	7,871	0.18
8	5,757	0.13
9	5,748	0.13
10	5,662	0.13
11	5,645	0.13
12	5,616	0.13
13	5,607	0.13
14	5,727	0.13
15	5,750	0.13
16	5,750	0.13
17	5,750	0.13
18	5,750	0.13
19	5,750	0.13
20	5,750	0.13
21	5,750	0.13
22	5,750	0.13

Lot Area Table (Block 2) CONTD		
Lot #	Area	(ACRE)
23	5,750	0.13
24	6,440	0.15
25	7,146	0.16
26	5,600	0.13
27	5,600	0.13
28	7,146	0.16
29	8,050	0.18
30	8,050	0.18
31	8,050	0.18
32	8,050	0.18
33	8,050	0.18
34	8,050	0.18
35	8,017	0.18
36	8,027	0.18
37	8,028	0.18
38	8,058	0.18
39	8,050	0.18
40	8,050	0.18
41	8,050	0.18
42	8,050	0.18

Lot Area Table (Block 3)		
Lot #	Area	(ACRE)
1	10,943	0.25

Lot Area Table (Block 4)		
Lot #	Area	(ACRE)
1	7,916	0.18
2	6,325	0.15
3	5,750	0.13
4	6,325	0.15
5	6,325	0.15
6	5,750	0.13
7	6,325	0.15
8	5,750	0.13
9	7,916	0.18
10	6,000	0.14
11	6,000	0.14
12	6,508	0.15
13	7,200	0.17

Lot Area Table (Block 5)		
Lot #	Area	(ACRE)
1	10,332	0.24
2	6,997	0.16
3	6,411	0.15
4	6,409	0.15
5	6,989	0.16
6	6,404	0.15
7	6,984	0.16

Lot Area Table (Block 6)		
Lot #	Area	(ACRE)
1	7,666	0.18
2	6,000	0.14
3	6,000	0.14
4	7,666	0.18

Lot Area Table (Block 7)		
Lot #	Area	(ACRE)
1	7,666	0.18
2	6,000	0.14
3	6,000	0.14
4	7,666	0.18

Lot Area Table (Block 8)		
Lot #	Area	(ACRE)
1	5,750	0.13
2	5,750	0.13
3	5,750	0.13
4	6,900	0.16
5	6,900	0.16
6	8,422	0.19
7	6,582	0.15
8	6,582	0.15
9	8,422	0.19

Lot Area Table (Block 9)		
Lot #	Area	(ACRE)
1	8,358	0.19
2	6,355	0.15
3	6,355	0.15
4	8,358	0.19

Lot Area Table (Block 10)		
Lot #	Area	(ACRE)
1	7,341	0.17
2	5,750	0.13
3	5,750	0.13
4	5,750	0.13
5	5,750	0.13
6	6,325	0.15
7	7,015	0.16
8	7,475	0.17

Lot Area Table (Block 11)		
Lot #	Area	(ACRE)
1	11,306	0.26
2	7,598	0.17
3	5,835	0.13
4	5,837	0.13
5	8,179	0.19
6	8,188	0.19
7	8,198	0.19
8	8,207	0.19
9	8,008	0.18
10	8,010	0.18
11	8,080	0.19
12	8,197	0.19
13	8,254	0.19
14	8,264	0.19
15	8,273	0.19
16	8,282	0.19
17	8,291	0.19
18	8,301	0.19
19	7,470	0.17
20	6,276	0.14

\\civil-server\projects\2040172 Timber Ridge Subdivision\Dwg\PRODUCTION\Plat\2040172 Cond Final Plat-Phase I.dwg PLOT:12/20/24 ORIG SIZE:24"X36"

CONDITIONAL FINAL PLAT
TIMBER RIDGE PHASE I
PUD-334 / CASE NO. BAZ-2102
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

TIMBER RIDGE

KNOW ALL MEN BY THESE PRESENTS:

GLEN WOOD HOMES, LP, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND LYING IN THE EAST HALF (E/2) OF SECTION SIX (6), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION SIX (6); THENCE S88°53'48"W AND ALONG THE NORTH LINE OF SAID SECTION SIX (6) FOR A DISTANCE OF 85.00 FEET; THENCE S01°23'32"E FOR A DISTANCE OF 89.75 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST ALBANY STREET (EAST 61ST/ STREET SOUTH); THENCE N46°14'52"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 35.13 FEET; THENCE S88°53'47"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 240.33 FEET; THENCE N61°06'13"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 30.00 FEET; THENCE S88°53'48"W AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 363.99 FEET TO THE POINT OF BEGINNING; THENCE S01°23'32"E FOR A 1269.96 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 176.99 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 150.58 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 115.00 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 446.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 16.63 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 445.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 270.00 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 115.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 22.85 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 570.00 FEET; THENCE S01°17'02"E FOR A DISTANCE OF 4.90 FEET; THENCE S88°42'58"W FOR A DISTANCE OF 166.37 FEET; THENCE N01°19'38"W FOR A DISTANCE OF 612.26 FEET; THENCE N88°53'48"E FOR A DISTANCE OF 1320.00 FEET; THENCE N01°19'38"W FOR A DISTANCE OF 1270.02 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST ALBANY STREET (EAST 61ST STREET SOUTH); THENCE N88°53'48"E AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 571.99 FEET TO THE POINT OF BEGINNING.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 141 LOTS, 11 BLOCKS, AND 3 RESERVES, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "TIMBER RIDGE", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "TIMBER RIDGE").

SECTION I. EASEMENTS AND UTILITIES

A. PUBLIC UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED ON THE ACCOMPANYING PLAT AS "U/E", "UTILITY EASEMENT" OR "RESERVE A, B OR C" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, 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 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, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE 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, LANDSCAPING, AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN RESERVE D AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE, DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON 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 AND NON-EXCLUSIVE 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.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE 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, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR 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 THE LOT OWNER'S AGENTS OR CONTRACTORS.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

1. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THE LOT.
2. WITHIN THE UTILITY EASEMENTS, STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4) INTERFERE WITH PUBLIC WATER MAINS, OR IN THE JUDEMENT OF THE CITY OF BROKEN ARROW INTERFERE WITH PUBLIC SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
3. WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4), OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS.
4. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS AND 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 THE LOT OWNER'S AGENTS AND /OR CONTRACTORS.
5. THE CITY OF BROKEN ARROW, OKLAHOMA , OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS DEPICTED UPON 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 SANITARY SEWER, OR STORM SEWER FACILITIES.
6. WAGONER COUNTY RURAL WATER DISTRICT NUMBER FOUR (4) OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED UPON 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 WATER FACILITIES.
7. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

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 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 FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICES SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR ITS AGENTS OR CONTRACTORS.
3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE BROKEN ARROW SUBDIVISION AND DEVELOPMENT REGULATIONS, CITY OF BROKEN ARROW ORDINANCES AND CITY OF BROKEN ARROW DESIGN STANDARDS. THE OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF A SIDEWALK WITHIN THE RIGHT OF WAY FRONTAGE AND BETWEEN RESERVE BOUNDARIES OF ALL RESERVES PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN THE SUBDIVISION. CONTINUOUS SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED WITHIN THE RIGHT OF WAY DEPICTED ON THE ACCOMPANYING PLAT. PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT FOR THE DWELLING WITHIN A LOT, THE OWNER OF THE PARTICULAR LOT SHALL CONSTRUCT THE SIDEWALK WITHIN THE FRONTAGE OF; AND ADJOINING, THE SUBJECT LOT BETWEEN LOT BOUNDARIES, AND SHALL THEREAFTER MAINTAIN THE SIDEWALK WITHIN THE LOT FRONTAGE. THE SIDEWALK SHALL BE CONTINUOUS WITH ANY EXISTING SIDEWALKS FRONTING ADJOINING LOTS AT THE LOT BOUNDARY.

G. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, 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.

H. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF BROKEN ARROW, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND DETENTION IN RESERVES A AND C SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

I. LIMITS OF NO ACCESS (LNA)

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST ALBANY STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. RESERVES

A. RESERVES A AND C - STORMWATER DETENTION AND UTILITY EASEMENTS

1. THE USE OF RESERVES A AND C SHALL BE LIMITED TO OPEN SPACE, LANDSCAPING, STORMWATER DETENTION AND LOCATION OF UTILITIES. RESERVES A AND C ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION REFERRED TO IN SECTION III BELOW.
2. THE OWNER HEREBY DEDICATES TO THE PUBLIC, PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE A AND C AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
3. THE OWNER HEREBY DEDICATES TO PUBLIC, UTILITY EASEMENTS ON, OVER AND ACROSS RESERVES A AND C AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PLACEMENT OF PUBLIC UTILITIES SERVING THE SUBDIVISION.
4. STORM WATER DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW .
5. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVES A OR C, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE OR CONTOURS IN RESERVES A OR C UNLESS APPROVED BY THE CITY OF BROKEN ARROW.
6. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES IN RESERVES A AND C SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE IN THE INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS, INCLUDING THE REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
   a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
   b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
   c. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
   d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
7. LANDSCAPING APPROVED BY THE CITY OF BROKEN ARROW SHALL BE ALLOWED IN RESERVES A AND C.
8. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, OR THE ALTERATION OF GRADE WITHIN A DETENTION EASEMENT, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF MAINTENANCE 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 IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/141ST OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW.

B. RESERVE B - OPEN SPACE AND UTILITY EASEMENTS

1. THE USE OF RESERVE B SHALL BE LIMITED TO AN OPEN SPACE COMMON AREA AND THE PLACEMENT OF PUBLIC UTILITIES. RESERVE B IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION REFERRED TO IN SECTION III BELOW.
2. THE OWNER HEREBY DEDICATES TO PUBLIC, UTILITY EASEMENTS ON, OVER AND ACROSS RESERVE B AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PLACEMENT OF PUBLIC UTILITIES SERVING THE SUBDIVISION.
3. RESERVE B SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION, AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED COMMON AREA AND OPEN SPACE FUNCTIONS. RESERVE B SHALL BE MAINTAINED IN AN ORDERLY CONDITION IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE NUISANCE ORDINANCES OF THE CITY OF BROKEN ARROW.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA THE TIMBER RIDGE HOMEOWNERS' ASSOCIATION, INC., A NONPROFIT ENTITY (SOMETIMES REFERRED TO HEREIN AS THE HOMEOWNERS' ASSOCIATION OR ASSOCIATION"). THE HOMEOWNERS' ASSOCIATION SHALL BE FORMED FOR THE GENERAL PURPOSE OF MAINTAINING ALL RESERVE AREAS AND OTHER COMMON AREAS WITHIN TIMBER RIDGE, AND OTHERWISE ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE HOMEOWNERS' ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

C. COVENANT FOR ASSESSMENTS

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THERETO, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE HOMEOWNERS' ASSOCIATION. AN UNPAID ASSESSMENT, PROPERLY FILED, SHALL BECOME A LIEN UPON THE LOT AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. SPECIAL ASSESSMENTS

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNERS' ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO, AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNERS' ASSOCIATION'S BYLAWS.

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

WITHOUT IMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE HOMEOWNERS' ASSOCIATION MAY HAVE, THE HOMEOWNERS' ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION, AND SHALL HAVE THE RIGHT TO ENFORCE ALL THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

F. RESERVE AREAS

ALL RESERVE AREAS SHALL BE MAINTAINED BY THE OWNER UNTIL SUCH TIME AS THE HOMEOWNERS' ASSOCIATION IS FORMED AND OWNERSHIP OF SUCH RESERVE AREA IS CONVEYED TO THE ASSOCIATION. FROM AND AFTER SAID DATE, THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF SUCH RESERVE AREAS AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES.

G. INDEMNIFICATION OF OWNER AND CITY

THE HOMEOWNERS' ASSOCIATION AND ITS MEMBERS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ANY CLAIMS, LIABILITIES OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVES.

SECTION IV. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY WITHIN THE SUBDIVISION WAS MADE SUBJECT TO PUD-334 IN ACCORDANCE WITH THE TERMS OF THE BROKEN ARROW ZONING CODE, WHICH WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION (THE "BAPC") ON JANUARY 13, 2022 IN CASE NO. BAZ-2102 AND PUD 334, AND WAS APPROVED BY THE BROKEN ARROW CITY COUNCIL ON FEBRUARY 1, 2022, THE IMPLEMENTING ORDINANCE TO BE ADOPTED UPON APPROVAL OF FINAL PLAT; AND

WHEREAS, THE PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD 334; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT OF THE SUBDIVISION IN ACCORDANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW, OKLAHOMA.

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.

USE AND DEVELOPMENT OF THE PROPERTY WITHIN THE SUBDIVISION SHALL BE SUBJECT TO THE FOLLOWING DEVELOPMENT STANDARDS:

A. DEVELOPMENT AREA "A" - SINGLE FAMILY STANDARDS

DEVELOPMENT AREA "A" SHALL BE DEVELOPED IN ACCORDANCE WITH THE USE AND DEVELOPMENT REGULATIONS OF THE RS-4 DISTRICT AND THE BROKEN ARROW ZONING ORDINANCE, EXCEPT AS NOTED HEREIN:

NET LAND AREA: PHASE I-35.30 ACRES/1,537,477 SF (OVERALL-83.792 ACRES/3,649,983 SF)

PERMITTED USES: USES PERMITTED AS A MATTER OF RIGHT IN THE RS-4 ZONING DISTRICT IN THE CITY OF BROKEN ARROW ZONING CODE, INCLUDING LANDSCAPED FEATURES, RECREATIONAL FACILITIES SUCH AS TRAILS, PICNIC TABLES, AND BENCHES, AND USES CUSTOMARILY ACCESSORY TO PERMITTED USES.

MINIMUM LOT AREA:	5,600 SF
MAXIMUM NUMBER OF LOTS:	440 LOTS
MINIMUM LOT FRONTAGE:	50 FT
MAXIMUM LOT COVERAGE (%):	INTERIOR: 55% CORNER: 65%
MINIMUM BUILDING SETBACKS:	FRONT: 20 FT* SIDE: 5 FT REAR: 15 FT
CORNER OR ADJACENT TO PUBLIC STREET:	20 FT
MAXIMUM HEIGHT:	35 FT OR 2.5 STORIES

* FOR LOTS WITH MORE THAN TWO SIDES ABUTTING A PUBLIC WAY (NOT INCLUDING ARTERIALS), THE FRONT YARD MAY BE REDUCED TO 15 FEET ALONG THOSE RIGHTS OF WAY THAT HAVE NO VEHICULAR ACCESS. IN SUCH INSTANCES, THERE SHALL

City of Broken Arrow

Request for Action

File #: 25-179, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:

Acceptance of a Drainage Easement from Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006, on property generally located at the northeast corner of the intersection of 9th Street and Washington Street in Broken Arrow, Oklahoma, located in the Southwest Quarter of Section 13, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Parcel 3.A for the 9th Street widening from Houston Street to Washington Street (Project No. ST2027)

Background:
The attached Drainage Easement is being conveyed to the City of Broken Arrow, from Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006, the owner. Parcel 3.A consists of 0.06 Acres of Drainage Easement in the Southwest Quarter of Section 13, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. This offer is for the 9th Street widening from Houston Street to Washington Street, Parcel 3.A. (Project No. ST2027)

Perpetual Drainage Easement: 0.06 ACRES @ $105,000/ACRE = $4,725
Total Just Compensation Amount (Rounded) = $4,725.00

A copy of the signed Drainage Easement is attached.

Cost: $4,725.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Drainage Easement
Affidavit for Title or Ownership of Land

Recommendation:

Accept the Drainage Easement.

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: EXEMPT BUSINESS OR TRUST

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Michael L. Spurgeon (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.

2. I am a/an City Manager (role, such as titled officer or trustee) of City of Broken Arrow, a municipal corporation (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which took title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.

3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

> No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

4. For purposes of this Affidavit, I acknowledge and understand that to be "engaged in regulated interstate commerce in accordance with federal law," means all the Entity's business activities in Oklahoma must be either: (a) expressly permitted by federal regulation or federal law, or (b) not prohibited by federal regulation or federal law. I further acknowledge and understand that an entity engaged in or supporting the cultivation of marijuana in Oklahoma is not "engaged in regulated interstate commerce in accordance with federal law." I have read the provisions of 60 O.S. § 121 and this Affidavit and certify that the Entity is engaged in regulated interstate commerce in accordance with federal law."

5. No funding source is being used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

_____ _____

AFFIANT, individually, and as authorized agent of the Entity Date

The foregoing instrument was acknowledged before me this____day of_____, 2025, by Michael L Spurgeon.

_____

NOTARY PUBLIC

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **MARGARET COUCH SCRAPER, TRUSTEE OF THE MARGARET COUCH SCRAPER FAMILY TRUST, DATED MARCH 23, 2006**, the owners of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Tulsa County, Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the **CITY OF BROKEN ARROW, OKLAHOMA**, a municipal corporation, and other good and valuable considerations, receipt of which are hereby acknowledged, does hereby dedicate to the public, forever, the following described property, to wit:

SEE EXHIBIT "A"
EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11)

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing drainage facilities and appurtenances.

The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor(s), for him/her and their heirs, administrators, successors and assigns, covenant(s) and agree(s) that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated by the grantor(s) or any person in privy with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City or City shall have right to remove or otherwise eliminate such violation, and grantor(s), his/her heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

DATED this 14 day of January, ~~2022.~~ 2025

Margaret Couch Scraper Family Trust, dated March 23, 2006

By: Margaret Couch Scraper
Margaret Couch Scraper, Trustee

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

STATE OF TEXAS
COUNTY OF BRAZOS

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of January 2025, ~~2024,~~ personally appeared Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that she executed the same as her free and voluntary act and deed on behalf of the beneficiaries of the trust, 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.

LEAH MULLETT
Notary Public, State of Texas
Notary ID #124608068
My Commission Expires 08-26-2028

Leah Mullett
NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

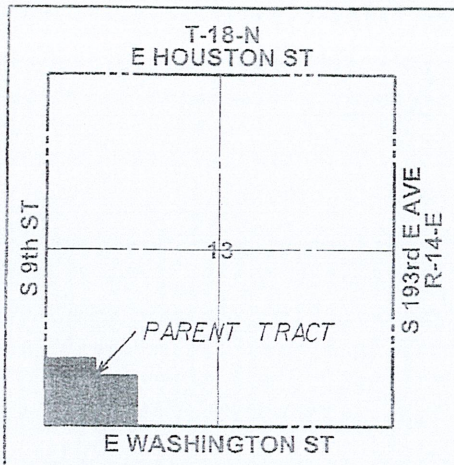
Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: GLR Checked: 11/26/24
Project: Proj number, description, Parcel number

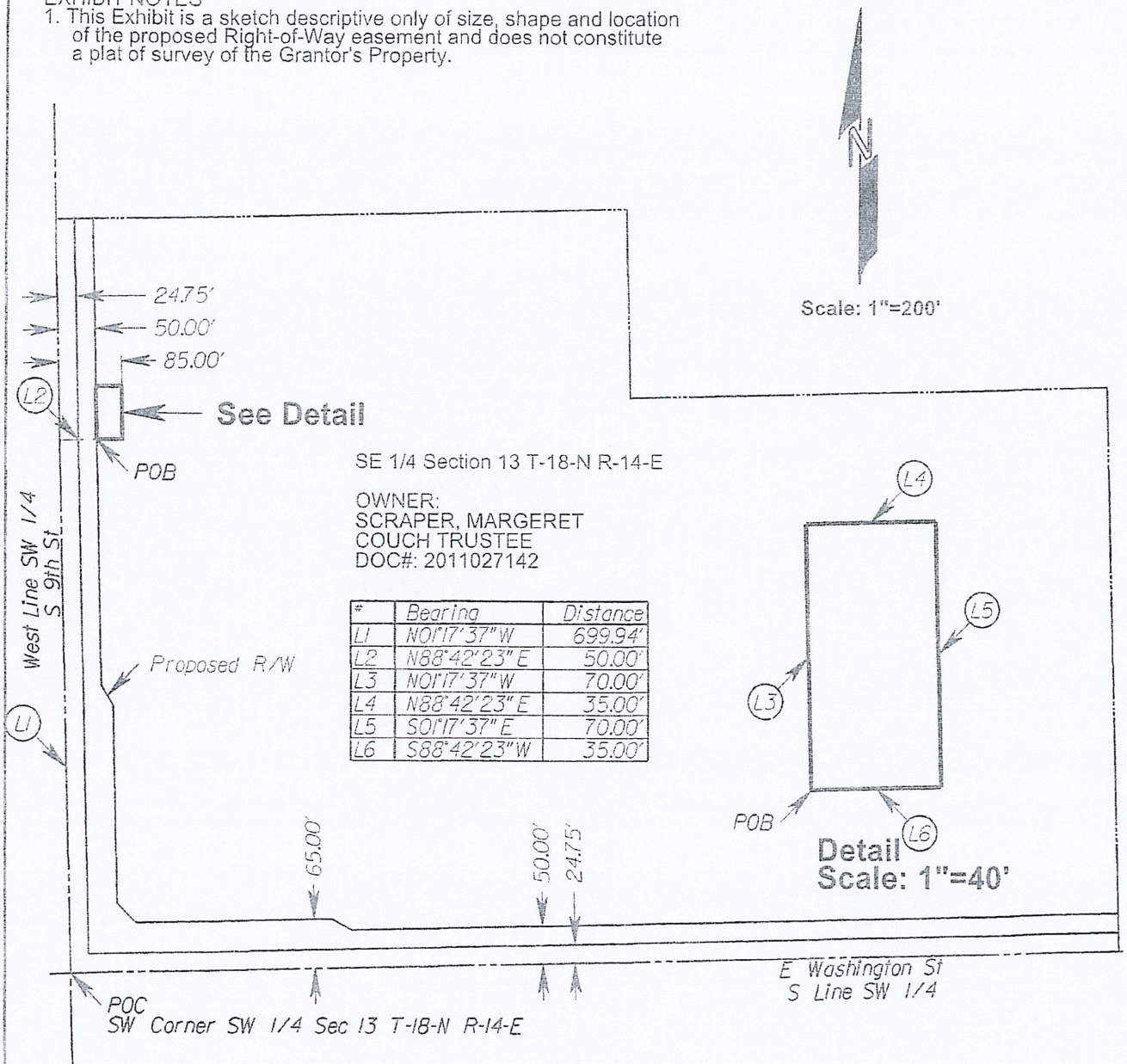


Parcel No.: 3.A
County: Tulsa
Legal Description: See Exhibit "A"
Project Number: ST2027

LEGEND
POB - Point of Beginning
POC - Point of Commencement
SPC - State Plane Coordinates
R/W - Right- of- Way

Tract Area	1,235,011	S.F.	28.35 Acres
Existing R/W	58,747	S.F.	1.35 Acres
Proposed R/W	68,150	S.F.	1.56 Acres
Rem in Tract	1,108,114	S.F.	25.44 Acres
Perpetual Easement	-	S.F.	- Acres
Temp Construction Easement	-	S.F.	- Acres
Drainage Easement	2,450	S.F.	0.06 Acres

EXHIBIT NOTES
1. This Exhibit is a sketch descriptive only of size, shape and location of the proposed Right-of-Way easement and does not constitute a plat of survey of the Grantor's Property.



#	Bearing	Distance
L1	N01°17'37"W	699.94'
L2	N88°42'23"E	50.00'
L3	N01°17'37"W	70.00'
L4	N88°42'23"E	35.00'
L5	S01°17'37"E	70.00'
L6	S88°42'23"W	35.00'

Keystone Engineering and Land Surveying, Inc. CA #5877 Exp. 6/30/21 P.O. Box 436 Stillwater, OK. Ph. 743- 3355

EXHIBIT "A"

PROPOSED PERMANENT DRAINAGE EASEMENT

PARCEL 3.A

CITY PROJECT NO. ST2027

PROPOSED DRAINAGE EASEMENT LEGAL

A parcel of land lying in the SW 1/4 of Section 13, Township 18 North, Range 14 East, City of Broken Arrow, Tulsa County, State of Oklahoma, said parcel being more particularly described as follows:

Commencing at the SW Corner of said Section 13; thence a distance of 699.94 feet, on a bearing of N01°17'37"W (being the basis of bearings for this description) along the West line of said SW 1/4; thence a distance of 50.00 feet, on a bearing of N88°42'23"E to a point on the proposed Easterly Right-of-Way line for South 9th Street same being a line 50.00 feet East of and parallel with the West line of said SW 1/4 as well as the Point of Beginning; thence N01°17'37"W along said proposed Easterly Right-of-Way line and parallel line, a distance of 70.00 feet; thence N88°42'23"E, a distance of 35.00 feet to a point on a line being 85.00 feet East of and parallel with the West line of said SW 1/4; thence S01°17'37"E along said parallel line, a distance of 70.00 feet; thence S88°42'23"W, a distance of 35.00 feet the Point of Beginning.

Said parcel containing 2,450 square feet, or 0.06 acre more or less and being subject to all easements and Rights-of-Way of record.

SURVEYOR'S CERTIFICATE

I, Carey E. Harris, PLS, Keystone Engineering and Land Surveying, Inc., certify that the attached legal description closes in accord with existing records, is a true representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 2nd day of February 2021.



Carey E. Harris, P.L.S. #1719
C.A. No.: 5877
Expires: 6/30/21

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: EXEMPT BUSINESS OR TRUST

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Michael L. Spurgeon (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.

2. I am a/an City Manager (role, such as titled officer or trustee) of City of Broken Arrow, a municipal corporation (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which took title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.

3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

> No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

4. For purposes of this Affidavit, I acknowledge and understand that to be "engaged in regulated interstate commerce in accordance with federal law," means all the Entity's business activities in Oklahoma must be either: (a) expressly permitted by federal regulation or federal law, or (b) not prohibited by federal regulation or federal law. I further acknowledge and understand that an entity engaged in or supporting the cultivation of marijuana in Oklahoma is not "engaged in regulated interstate commerce in accordance with federal law." I have read the provisions of 60 O.S. § 121 and this Affidavit and certify that the Entity is engaged in regulated interstate commerce in accordance with federal law."

5. No funding source is being used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

_____ _____

AFFIANT, individually, and as authorized agent of the Entity Date

The foregoing instrument was acknowledged before me this____day of_____, 2025, by Michael L Spurgeon.

_____

NOTARY PUBLIC

City of Broken Arrow

Request for Action

File #: 25-178, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:

Approval of and authorization to execute Resolution No. 1629, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 3.0, which consists of 1.56 Acres of permanent Right-of-Way, generally located at the northeast corner of 9th Street and Washington Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 13, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006, and authorization of payment in the amount of $163,800.00 for the 9th Street widening from Houston Street to Washington Street, Parcel 3.0 (Project No. ST2027)

Background:
The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006, the owner. Parcel 3.0 consists of 1.56 Acres of permanent Right-of-Way generally located in the Northeast Corner of 9th Street and Washington Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 13, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006, has accepted the following offer, made subject to City Council approval:

Permanent Right of Way: 1.56 ACRES @ $105,000/ACRE = $163,800
Total Just Compensation Amount (Rounded) = $163,800

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed. Payment of the compensation amount is on the February 18, 2024 City Council Claims List.

Cost: $163,800

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1629
General Warranty Deed
Acceptance Letter
Conditions for Payment

Affidavit
Affidavit for Title or Ownership of Land

Recommendation:
Approve and authorize execution of Resolution No. 1629

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

November 25, 2024

Margaret Couch Scraper Family Trust
Margaret Couch Scraper, Trustee
5217 Ruddy Duck Drive
College Station, TX 77845

RE: 9TH STREET WIDENING FROM HOUSTON STREET TO WASHINGTON STREET
PROJECT NO. ST2027 PARCEL NO. 3.0 AND 3.A

Property Address: N/A Assessor's Parcel No. R98413841353310

Ms. Scraper,

The City of Broken Arrow has completed the design phase and is beginning the right-of-way acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City subject to City Council approval:

Permanent Right of Way: 1.56 acres @ $105,000/acre = $163,800
Perpetual Drainage Easement: 0.06 Acres @ $105,000/SF x 75% = $4,725
Total Just Compensation Amount = $168,525.00

By your signature on this letter, you have accepted the City's offer of $168,525.00. Please return **this document and a copy of the Trust Agreement for the Margaret Couch Scraper Family Trust, dated March 23, 2006,** in the self-addressed-stamped-envelope for further processing. Please contact Amy O'Laughlin if you have any questions about this offer. Her direct number is 918-259-7000 ext. 5278. Please respond within ten (10) days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

City Manager

Margaret Couch Scraper Family Trust

By: Margaret Couch Scraper, Trustee

MLS/ajo
enc

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: EXEMPT BUSINESS OR TRUST

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Michael L. Spurgeon (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.

2. I am a/an City Manager (role, such as titled officer or trustee) of City of Broken Arrow, a municipal corporation (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which took title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.

3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

> No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

4. For purposes of this Affidavit, I acknowledge and understand that to be "engaged in regulated interstate commerce in accordance with federal law," means all the Entity's business activities in Oklahoma must be either: (a) expressly permitted by federal regulation or federal law, or (b) not prohibited by federal regulation or federal law. I further acknowledge and understand that an entity engaged in or supporting the cultivation of marijuana in Oklahoma is not "engaged in regulated interstate commerce in accordance with federal law." I have read the provisions of 60 O.S. § 121 and this Affidavit and certify that the Entity is engaged in regulated interstate commerce in accordance with federal law."

5. No funding source is being used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

_____ _____

AFFIANT, individually, and as authorized agent of the Entity Date

The foregoing instrument was acknowledged before me this____day of_____, 2025, by Michael L Spurgeon.

_____

NOTARY PUBLIC

AFFIDAVIT

STATE OF TEXAS)

) §

COUNTY OF BRAZOS)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

By: Margaret Couch Scraper

Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006

14th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of January, 2025, ~~2024~~, personally appeared Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006, 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.

Leah Mullett

NOTARY PUBLIC

LEAH MULLETT
Notary Public, State of Texas
Notary ID #124608068
My Commission Expires 08-26-2028

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

_____

_____

_____

Terms for Payment:

Owner's request for payment in the amount of: $168,525.00

Owner's Mailing Address: 4757 Stonebriar Circle, College Station, TX 77845

Owner Requests Check:

- [x] Mailed to above address by FEDEX
- [ ] Mailed to above address
- [ ] Call me and I will pick it up
- [ ] Delivered by Agent

Check Payable to: The Margaret Couch Scraper Family Trust

Signature/Date:

Owner/s: Margaret Couch Scraper Date: 1/31/2025

Agent: Amy O'Laughlin Date: 1/31/2025

Project: ST2027 9th Street and Washington Street Intersection Improvements P.3

RESOLUTION NO. 1629

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 3.0, WHICH CONSISTS OF 1.56 ACRES OF PERMANENT RIGHT-OF-WAY FOR THE 9TH STREET WIDENING: HOUSTON TO WASHINGTON, LOCATED AT THE NORTHEAST CORNER OF 9TH STREET AND WASHINGTON STREET, BROKEN ARROW, OKLAHOMA IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA, FROM MARGARET COUCH SCRAPER, TRUSTEE OF THE MARGARET COUCH SCRAPER FAMILY TRUST, DATED MARCH 23, 2006, AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $163,800.00 FOR THE 9TH STREET WIDENING: HOUSTON TO WASHINGTON, PARCEL 3.0. (PROJECT NO. ST2027)

WHEREAS, the right-of-way acquisition for the 9th Street Widening: Houston to Washington has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $163,800.00 to Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006, the property owner of Parcel 3.0, which consists of 1.56 acres of Permanent Right of Way located at the Northeast corner of 9th Street and Washington, Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 3.0 from Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006, and authorizes payment in the amount of $163,800.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 18th day of February, 2025.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

GENERAL WARRANTY DEED

THIS INDENTURE is made this 14 day of Jan, 2024, 2025 between **MARGARET COUCH SCRAPER, TRUSTEE OF THE MARGARET COUCH SCRAPER FAMILY TRUST, DATED MARCH 23, 2006**, party of the first part, and **CITY OF BROKEN ARROW**, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

Return to:

City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

Margaret Couch Scraper Family Trust,
dated March 23, 2006

Margaret Couch Scraper

By: Margaret Couch Scraper, Trustee

STATE OF TEXAS)
COUNTY OF BRAZOS)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of January 2025, ~~2024~~, personally appeared Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that she executed the same as her free and voluntary act and deed on behalf of the beneficiaries of
the trust, 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.

LEAH MULLETT
Notary Public, State of Texas
Notary ID #124608068
My Commission Expires 08-26-2028

Leah Mullett
NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

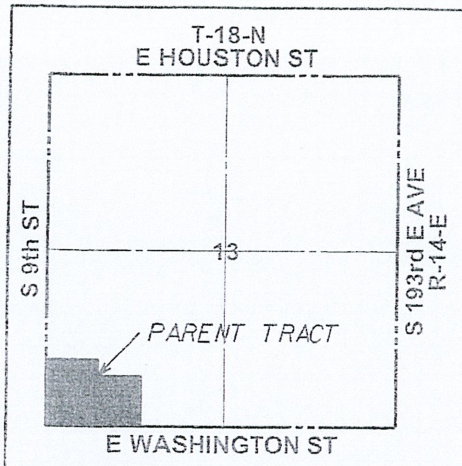
Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Checked: 11/26/24
Project: 9th Street and Washington Street Intersection Improvements ST2027 P.3



Parcel No.: 3.0
County: Tulsa
Legal Description: See Exhibit "A"
Project Number: ST2027

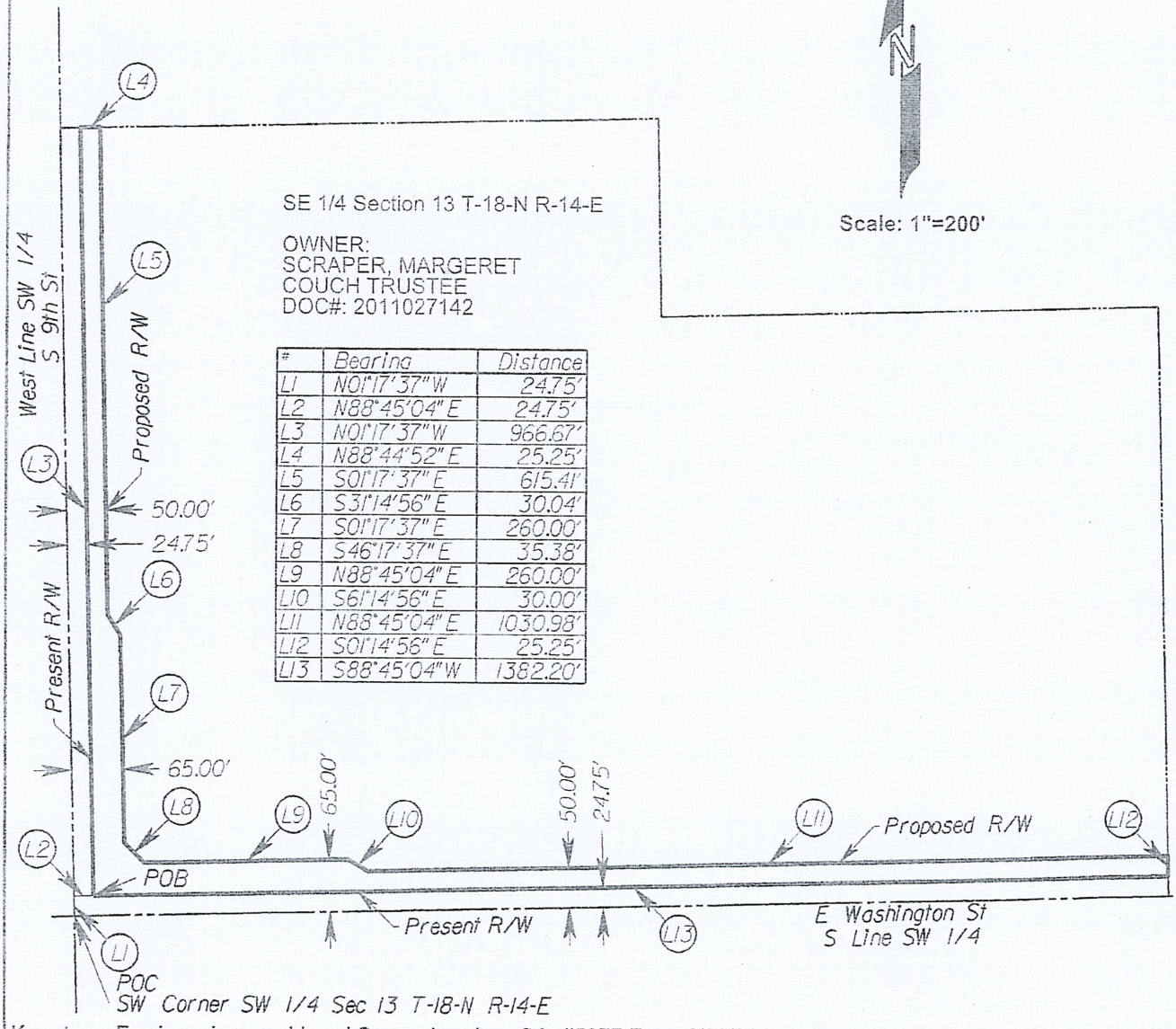
LEGEND
POB - Point of Beginning
POC - Point of Commencement
SPC - State Plane Coordinates
R/W - Right- of- Way

Tract Area	1,235,011	S.F.	28.35 Acres
Existing R/W	58,747	S.F.	1.35 Acres
Proposed R/W	68,150	S.F.	1.56 Acres
Rem in Tract	1,108,114	S.F.	25.44 Acres
Perpetual Easement	-	S.F.	- Acres
Temp Construction Easement	-	S.F.	- Acres
Drainage Easement	-	S.F.	- Acres

EXHIBIT NOTES
1. This Exhibit is a sketch descriptive only of size, shape and location of the proposed Right-of-Way easement and does not constitute a plat of survey of the Grantor's Property.



Scale: 1"=200'



#	Bearing	Distance
L1	N01°17'37"W	24.75'
L2	N88°45'04"E	24.75'
L3	N01°17'37"W	966.67'
L4	N88°44'52"E	25.25'
L5	S01°17'37"E	615.41'
L6	S31°14'56"E	30.04'
L7	S01°17'37"E	260.00'
L8	S46°17'37"E	35.38'
L9	N88°45'04"E	260.00'
L10	S61°14'56"E	30.00'
L11	N88°45'04"E	1030.98'
L12	S01°14'56"E	25.25'
L13	S88°45'04"W	1382.20'

Keystone Engineering and Land Surveying, Inc. CA #5877 Exp. 6/30/21 P.O. Box 436 Stillwater, OK. Ph. 743- 3355

EXHIBIT "A"

PROPOSED PERMANENT RIGHT-OF-WAY

PARCEL 3.0

CITY PROJECT NO. ST2027

PROPOSED RIGHT-OF-WAY LEGAL

A parcel of land lying in the SW 1/4 of Section 13, Township 18 North, Range 14 East, City of Broken Arrow, Tulsa County, State of Oklahoma, said parcel being more particularly described as follows:

Commencing at the SW Corner of said Section 13; thence a distance of 24.75 feet, on a bearing of N01°17'37"W (being the basis of bearings for this description) along the West line of said SW 1/4; thence a distance of 24.75 feet, on a bearing of N88°45'04"E to a point on the present Easterly Right-of-Way line for South 9th Street same being a line 24.75 feet East of and parallel with the West line of said SW 1/4 as well as the Point of Beginning; thence N01°17'37" W along said present Easterly Right-of-Way line and parallel line, a distance of 966.67 feet; thence N 88°44'52"E, a distance of 25.25 feet to a point on a line being 50.00 feet East of and parallel with the West line of said SW 1/4; thence S01°17'37"E along said parallel line, a distance of 615.41 feet; thence S31°14'56 E, a distance of 30.04 feet to a point on a line being 65.00 feet East of and parallel with the West line of said SW 1/4; thence S01°17'37"E along said parallel line, a distance of 260.00 feet; thence S46°17'37"E, a distance of 35.38 feet to a point on a line being 65.00 feet North of and parallel with the South line of said SW 1/4; thence N88°45'04"E along said parallel line, a distance of 260.00 feet; thence S61°14'56"E, a distance of 30.00 feet to a point on a line being 50.00 feet North of and parallel with the South line of said SW 1/4; thence N88°45'04"E along said parallel line, a distance of 1030.98 feet; thence S01°14'56"E, a distance of 25.25 feet to a point on the present Northerly Right-of-Way line for East Washington Street same being a line 24.75 feet North of and parallel with the South line of said SW 1/4; thence S88°45'04"W along said parallel line, a distance of 1382.20 feet to the Point of Beginning.

Said parcel containing 68,150 square feet, or 1.56 acres more or less and being subject to all easements and Rights-of-Way of record.

SURVEYOR'S CERTIFICATE

I, Carey E. Harris, PLS, Keystone Engineering and Land Surveying, Inc., certify that the attached legal description closes in accord with existing records, is a true representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 2nd day of February 2021.



Carey E. Harris, P.L.S. #1719
C.A. No.: 5877
Expires: 6/30/21

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: EXEMPT BUSINESS OR TRUST

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Michael L. Spurgeon (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.

2. I am a/an City Manager (role, such as titled officer or trustee) of City of Broken Arrow, a municipal corporation (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which took title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.

3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

> No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

4. For purposes of this Affidavit, I acknowledge and understand that to be "engaged in regulated interstate commerce in accordance with federal law," means all the Entity's business activities in Oklahoma must be either: (a) expressly permitted by federal regulation or federal law, or (b) not prohibited by federal regulation or federal law. I further acknowledge and understand that an entity engaged in or supporting the cultivation of marijuana in Oklahoma is not "engaged in regulated interstate commerce in accordance with federal law." I have read the provisions of 60 O.S. § 121 and this Affidavit and certify that the Entity is engaged in regulated interstate commerce in accordance with federal law."

5. No funding source is being used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

_____ _____

AFFIANT, individually, and as authorized agent of the Entity Date

The foregoing instrument was acknowledged before me this____day of_____, 2025, by Michael L Spurgeon.

_____

NOTARY PUBLIC

City of Broken Arrow

Request for Action

File #: 25-189, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:
Approval of and authorization of Final Acceptance for the public improvements at Action Power Sports located at 2150 West Concord Circle

Background:
Bravo Builders LLC has completed the construction for Action Power Sports project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the water and paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $25,000.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - ACTION POWER SPORTS

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at Action Power Sports located at 2150 West Concord Circle

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

ACTION POWER SPORTS

2150 WEST CONCORD CIRCLE BROKEN ARROW, OK 74012

Prepared By: BAE
Date: 2/4/2025

Description	Units	Quantity	Unit Price	Extension
WATER				
SERVICE CROSSING UNDER ROADWAY	EA	1	$2,500.00	$2,500.00
	Total Cost of Water Improvements =			$2,500.00
PAVING				
DRIVEWAY APPROACH	EA	1	$10,000.00	$10,000.00
SIDEWALK	EA	1	$2,500.00	$2,500.00
STREET PAVING	EA	1	$10,000.00	$10,000.00
	Total Cost of Paving Improvements =			$22,500.00
	Total Cost of Constructed Improvements =			**$25,000.00**

City of Broken Arrow

Request for Action

File #: 25-190, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:
Approval of and authorization of Final Acceptance for the public improvements at Battle Creek Church Parking Lot located at 3025 North Aspen Avenue

Background:
APAC Central Inc. has completed the construction for Battle Creek Church Parking Lot project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $16,300.00.

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - Battle Creek Church Parking Lot

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at Battle Creek Church Parking Lot located at 3025 North Aspen Avenue

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

Battle Creek Church Parking Lot
3025 North Aspen Avenue

Prepared By: BAE
Date: 2/5/2025

Description	Units	Quantity	Unit Price	Extension
PAVING				
Driveways & Curb	LS	1	$16,300.00	$16,300.00
Total Cost of Paving Improvements =				$16,300.00
Total Cost of Constructed Improvements =				**$16,300.00**

City of Broken Arrow

Request for Action

File #: 25-191, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:
Approval of and authorization of Final Acceptance for the public improvements at Express Oil Change located at 2250 West Norfolk Drive

Background:
Westmoreland Builders, LLC has completed the construction for Express Oil Change project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the water and paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $32,669.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - EXPRESS OIL CHANGE

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at Express Oil Change located at 2250 West Norfolk Drive

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

EXPRESS OIL CHANGE
2250 WEST NORFOLK DRIVE

Prepared By: BAE
Date: 2/4/2025

Description	Units	Quantity	Unit Price	Extension
WATER				
Street Crossing and Boring	EA	1	$22,000.00	$22,000.00
				$0.00
			Total Cost of Water Improvements =	$22,000.00
PAVING				
Driveways & Curb	EA	1	$8,850.00	$8,850.00
Sidewalks	EA	1	$1,819.00	$1,819.00
			Total Cost of Paving Improvements =	$10,669.00
			Total Cost of Constructed Improvements =	**$32,669.00**

City of Broken Arrow

Request for Action

File #: 25-192, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:
Approval of and authorization of Final Acceptance for the public improvements at Outback Steakhouse located at 1421 East Hillside Drive

Background:
Diversified Civil Contractors, LLC has completed the construction for Outback Steakhouse project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the sanitary sewer and paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $37,967.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - Outback Steakhouse

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at Outback Steakhouse located at 1421 East Hillside Drive

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

OUTBACK STEAKHOUSE
1421 East Hillside Drive

Prepared By: BAE
Date: 2/4/2025

Description	Units	Quantity	Unit Price	Extension
SANITARY SEWER				
Manhole and Sewer Line Extension	LS	1	$25,000.00	$25,000.00
	Total Cost of Sanitary Sewer Improvements =			$25,000.00
PAVING				
Driveways & Curb	EA	1	$5,340.00	$5,340.00
Sidewalk	EA	1	$7,627.00	$7,627.00
	Total Cost of Paving Improvements =			$12,967.00
	Total Cost of Constructed Improvements =			**$37,967.00**

City of Broken Arrow

Request for Action

File #: 25-193, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:
Approval of and authorization of Final Acceptance for the public improvements at Scuba Savvy located at 2000 East Albany Avenue

Background:
Scuba Savvy, LLC has completed the construction for Scuba Savvy project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the sanitary sewer and installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $67,247.00.

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - SCUBA SAVVY

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at Scuba Savvy located at 2000 East Albany Avenue.

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

SCUBA SAVVY
2000 EAST ALBANY AVE

Prepared By: ZSS
Date: 4/27/2023

Description	Units	Quantity	Unit Price	Extension
SANITARY SEWER				
Sanitary Sewer Line	LS	1	$40,000.00	$40,000.00
Manhole	EA	3	$3,500.00	$10,500.00
	Total Cost of Sanitary Sewer Improvements =			$50,500.00
WATER				
Fire Hydrant	EA	1	$2,500.00	$2,500.00
	Total Cost of Water Improvements =			$2,500.00
PAVING				
Curb	LF	61	$15.00	$915.00
Sidewalk	SF	1,709	$5.50	$9,399.50
Drive	SF	605	$6.50	$3,932.50
	Total Cost of Paving Improvements =			$14,247.00
	Total Cost of Constructed Improvements =			**$67,247.00**

City of Broken Arrow

Request for Action

File #: 25-194, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:
Approval of and authorization of Final Acceptance for the public improvements at The Estates at Ridgewood South located on East 81st Street near 257th East Avenue

Background:
Morton Construction & Consulting has completed the construction for The Estates at Ridgewood South project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the sanitary sewer, storm sewer, and paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $1,991,493.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - The Estates at Ridgewood South Phase I

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at The Estates at Ridgewood South located on East 81st Street near 257th East Avenue.

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

Estates at Ridgewood South Phase I
East 81st Street East of 257th East Ave

Prepared By: BAE
Date: 2/4/2025

Description	Units	Quantity	Unit Price	Extension
SANITARY SEWER				
8" Sewer Main SDR-35	LF	5887	$55.00	$323,785.00
4' ID Manhole	EA	25	$3,900.00	$97,500.00
Service Tee	EA	104	$250.00	$26,000.00
Tie-in	EA	1	$5,000.00	$5,000.00
	Total Cost of Sanitary Sewer Improvements =			$452,285.00
STORM SEWER				
15" HDPE/HP	LF	1226	$40.00	$49,040.00
18" RCP	LF	184	$70.00	$12,880.00
18" HDPE/HP	LF	438	$50.00	$21,900.00
24" HDPE/HP	LF	1786	$58.00	$103,588.00
30" HDPE/HP	LF	430	$65.00	$27,950.00
BA REC. 4X4 INLET	EA	27	$5,000.00	$135,000.00
48" ID MH	EA	4	$3,000.00	$12,000.00
60" ID MH	EA	4	$3,500.00	$14,000.00
18" PCES	EA	6	$900.00	$5,400.00
24" PCES	EA	4	$1,050.00	$4,200.00
30" PCES	EA	2	$1,250.00	$2,500.00
TRICKLE CHANNEL	LF	664	$48.00	$31,872.00
OUTLET STRUCTURE	EA	1	$15,000.00	$15,000.00
RIP RAP	SY	150	$100.00	$15,000.00
	Total Cost of Storm Sewer Improvements =			$450,330.00
PAVING				
6" Aggregate Base	CY	3,467	$32.00	$110,944.00
6" Curb & Gutter	LF	10,790	$21.00	$226,590.00
7 1/2" Asphalt Paving	SY	15,653	$48.00	$751,344.00
	Total Cost of Paving Improvements =			$1,088,878.00
	Total Cost of Constructed Improvements =			**$1,991,493.00**

City of Broken Arrow

Request for Action

File #: 25-196, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:
Approval of and authorization of Final Acceptance for the public improvements at Trails at Aspen Creek located at 2602 West Tucson Street

Background:
Triangle Construction and Utility, LLC has completed the construction for Trails at Aspen Creek project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the sanitary sewer, storm, and water, and paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $662,665.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - Trails at Aspen Creek

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at Trails at Aspen Creek located at 2602 South Tucson Street

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

TRAILS AT ASPEN CREEK
2602 SOUTH TUCSON STREET

Prepared By: ZSS
Date: 2/22/2023

Description	Units	Quantity	Unit Price	Extension
SANITARY SEWER				
8" SDR-26	LF	3100	$58.00	$179,800.00
Sandard 4" Diameter Manhole	EA	20	$3,500.00	$70,000.00
Standard Drop Manhole	EA	1	$5,500.00	$5,500.00
Build Manhole over Existing Sewer Line	EA	1	$3,500.00	$3,500.00
	Total Cost of Sanitary Sewer Improvements =			$258,800.00
STORM SEWER				
15" RCP	LF	130	$88.00	$11,440.00
15" End Treatment	EA	4	$4,800.00	$19,200.00
	Total Cost of Storm Sewer Improvements =			$30,640.00
WATER				
6" C900 DR-14	LF	100	$42.00	$4,200.00
8" C900 DR-14	LF	3800	$56.00	$212,800.00
16" C900 DR-14	LF	80	$120.00	$9,600.00
8" MJ Gate Valve	EA	13	$1,750.00	$22,750.00
16"x8" Tapping Sleeve and Valve	EA	1	$5,600.00	$5,600.00
8" Tap Fee	EA	1	$700.00	$700.00
8"x6" MJ Tee w/ Mega Lugs	EA	17	$975.00	$16,575.00
8"x8" MJ Tee w/ Mega Lugs	EA	4	$1,200.00	$4,800.00
16"x8" MJ Tee w/ Mega Lugs	EA	1	$2,750.00	$2,750.00
Fire Hydrant Assembly w/ 6" Valve	EA	17	$4,000.00	$68,000.00
8" 45 degree Bend w/ Mega Lugs	EA	13	$650.00	$8,450.00
8" 90 degree Bend w/ Mega Lugs	EA	5	$675.00	$3,375.00
8" 11.25 degree Bend w/ Mega Lugs	EA	1	$625.00	$625.00
8" 22.5 degree Bend w/ Mega Lugs	EA	2	$640.00	$1,280.00
16" 22.5 degree Bend w/ Mega Lugs	EA	3	$2,200.00	$6,600.00
16" Solid Sleeve	EA	1	$2,400.00	$2,400.00
16" 1100C Bell Joint Restraint	EA	4	$680.00	$2,720.00
	Total Cost of Water Improvements =			$373,225.00
	Total Cost of Constructed Improvements =			**$662,665.00**

City of Broken Arrow

Request for Action

File #: 25-197, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:
Approval of and authorization of Final Acceptance for the public improvements at Whataburger Aspen Ridge located at 1902 West Norfolk Drive

Background:
Mitchell Bro's Construction Inc. has completed the construction for Whataburger Aspen Ridge project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $11,451.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - Whataburger Aspen Ridge

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at Whataburger Aspen Ridge located at 1902 West Norfolk Drive

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

Whataburger Aspen Ridge
1902 West Norfolk Drive

Prepared By: BAE
Date: 2/4/2025

Description	Units	Quantity	Unit Price	Extension
PAVING				
Driveway and Misc ROW Improvements	LS	1	$11,451.20	$11,451.20
Total Cost of Paving Improvements =				$11,451.20
Total Cost of Constructed Improvements =				**$11,451.20**

City of Broken Arrow

Request for Action

File #: 25-221, **Version:** 1

Broken Arrow City Council
Meeting of: 02/18/2025

Title:
Ratification of the Claims List Check Register Dated February 10, 2025

Background:
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from January 27, 2025 through February 10, 2025 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of $3,101,093.41 for the various funds.

Governmental Funds	$1,771,499.01
BAMA	$1,294,177.74
BAEDA	$ 35,416.66
Total	$3,101,093.41

A summary by funds and detail are attached.

Cost: $1,771,499.01

Funding Source: General Fund and Miscellaneous Funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated February 10, 2025

Recommendation:..recommend
Ratify Claims List Check Register dated 02/10/2025

City of Broken Arrow
Check Register by Fund

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	208,502.99	496
220	BA MUNICIPAL AUTHORITY	1,294,177.74	904
227	CVB-HOTEL MOTEL	1,464.13	11
330	SALES TAX CAPITAL IMPROVEMENT	309,290.03	10
332	PARK & REC CAP IMPROV	320.00	2
342	STREET LIGHT FUND	46,716.31	12
343	STREET SALES TAX FUND	35,247.76	2
344	PS SALES TAX POLICE	73,452.17	269
345	PS SALES TAX FIRE	110,376.32	197
348	ARPA FUND	431,585.00	1
593	2018 BOND ISSUE	422,964.84	14
660	WORKERS COMPENSATIONS	63,245.29	8
661	GROUP HEALTH AND LIFE	58,780.25	4
882	AGENCY FUND DEPOSITS	9,553.92	9
887	ECONOMIC DEVELOP AUTHORTY	35,416.66	1
Total		3,101,093.41	1,940

City of Broken Arrow
Check Register by Fund



Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
01/30/2025	325865	38	CITY OF BROKEN ARROW	PC-11/2024A	NOV PETTY CASH (LOCKBOX 21040-UB)	110 |110300|		2025/7	1,840.00
				PC-12/2024	DEC PETTY CASH (CK#20343-20350)	110 |110300|		2025/7	354.41
				PC-11/2024	NOV PETTY CASH (CK#20332-20342)	110 |110300|		2025/7	1,222.33
				PC-10/2024	OCT PETTY CASH (CK#20327-20331)	110 |110300|		2025/7	640.23
						Total For Check # 325865			**4,056.97**
01/30/2025	325866	5050	DAVID REED	PDR 02022025	PER DIEM FOR FEMA COURSE IN OKC	1101410 |550030|		2025/7	320.00
						Total For Check # 325866			**320.00**
01/30/2025	325879	1857	MICHAEL SPURGEON	MLG 01222025	MILEAGE REIMBURSEMENT - JAN 22, 2025	1101300 |550030|		2025/7	168.84
						Total For Check # 325879			**168.84**
01/30/2025	325890	3318	STEVE YODER	EMP 01142025	EMPLOYEE REIMBURSEMENT - JAN 14, 2025	1101315 |550030|		2025/7	9.80
				EMP 01152025	EMPLOYEE REIMBURSEMENT - JAN 15, 2025	1101315 |550030|		2025/7	31.20
						Total For Check # 325890			**41.00**
01/30/2025	325891	1370	TREVOR DENNIS	EMP 01122025	EMPLOYEE REIMBURSEMENT - JAN 12, 2025	1101010 |560230|		2025/7	70.03
						Total For Check # 325891			**70.03**
01/30/2025	325892	501	TULSA COUNTY LAW LIBRARY	0124-339	FILING FEE & DELIVERY JUDGE FOR HEATHER FIX CASE	1101010 |540280|		2025/7	5.50
						Total For Check # 325892			**5.50**
01/30/2025	325895	149	AMERICAN ELECTRIC POWER/PSO	041-990-0-6 12162024	950-041-990-0-6 DEC 16, 2024 1811 S MAIN ST	1106001 |550250|		2025/7	779.88
				041-990-0-6 01/17/25	FY25 ANNUAL AGREEMENT	1106001 |550250|		2025/7	715.11
				683-103-0-8 01172025	FY25 ANNUAL AGREEMENT	1106005 |550250|		2025/7	170.68
				183-027-0-0 01162025	953-183-027-0-0 JAN 16, 2025 1599 E ALBANY ST	1105310 |550250|		2025/7	83.83

City of Broken Arrow
Check Register by Fund

Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				853-893-0-0 01162025	952-853-893-0-0 JAN 16, 2025 2810 E OAKLAND ST	1101700 |550250|		2025/7	23.15
				162-909-0-6 01162025	954-162-909-0-6 JAN 16, 2025 3003 E PAWHUSKA ST	1101700 |550250|		2025/7	23.24
				539-598-0-7 01162025	958-539-598-0-7 JAN 16, 2025 2803 E NORMAN AVE	1101700 |550250|		2025/7	23.24
				539-598-0-7 12132024	958-539-598-0-7 DEC 13, 2024 2803 E NORMAN AVE	1101700 |550250|		2025/7	23.22
						Total For Check # 325895			**1,842.35**
01/30/2025	325896	4918	AIRGAS, INC	5513384051	CARBON DIOXIDE CYLINDER RENTAL	1106002 |540330|		2025/7	25.09
						Total For Check # 325896			**25.09**
01/30/2025	325898	4935	AMAZON.COM SALES INC	1RNK-4CM6-QJ4N	OFFICE SUPPLIES & MONITOR ARMS	1101501 |560030|		2025/7	-55.23
				1F7J-FQRH-JQQJ	ITEM: Better Office Products Two Pocket Portfolio	1101102 |560030|		2025/7	18.80
						Total For Check # 325898			**-36.43**
01/30/2025	325902	4846	APAC-CENTRAL, INC.	7002187131	BLANKET PO FOR ASHPALT	1105300 |560800|		2025/7	343.10
						Total For Check # 325902			**343.10**
01/30/2025	325904	3844	KATHERINE C VINCENT	000611	000611 JAN 21, 2025	1101315 |540280|		2025/7	3,000.00
						Total For Check # 325904			**3,000.00**
01/30/2025	325905	4421	BEENE SERVICES LLC	15619	15619 JAN 27, 2025	1106000 |540070|		2025/7	460.00
						Total For Check # 325905			**460.00**
01/30/2025	325907	2011	BMI	11665523	2025 BMI MUSIC LICENSE 57065296 & 1894275	1106000 |530850|		2025/7	1,424.00
						Total For Check # 325907			**1,424.00**
01/30/2025	325910	19	BROKEN ARROW ELECTRIC SUPPLY INC	S3298270.001	BLANKET PO FOR MISC ELECTRICAL	1106000 |560180|		2025/7	62.85
						Total For Check # 325910			**62.85**

City of Broken Arrow
Check Register by Fund

Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
01/30/2025	325913	4277	CANDOR BUILDING SOLUTIONS LLC	2412CHBA-01	REPAIR OF SEAT WALL I PARKING LOT	1101700 |540280|		2025/7	12,000.00
						Total For Check # 325913			**12,000.00**
01/30/2025	325917	37	CINTAS CORPORATION	5250395702	BLANKET PO FOR MEDICAL SUPPLIES	1106002 |560230|		2025/7	94.74
				5250395701	BLANKET PO FOR MEDICAL SUPPLIES	1101200 |540330|		2025/7	11.99
				5250395706	BLANKET PO FOR MEDICAL SUPPLIES	1101400 |560230|		2025/7	151.85
				5250395706	BLANKET PO FOR MEDICAL SUPPLIES	1101501 |560230|		2025/7	64.69
				5249319312	BLANKET PO FOR MEDICAL SUPPLIES	1106002 |560230|		2025/7	7.16
				5248634808	BLANKET PO FOR MEDICAL SUPPLIES	1106005 |560230|		2025/7	7.16
				5250395705	BLANKET PO FOR MEDICAL SUPPLIES	1101102 |560230|		2025/7	79.28
						Total For Check # 325917			**416.87**
01/30/2025	325918	1391	CLEAN THE UNIFORM CO OKLAHOMA	52116733	BI MONTHLY MAT AND DUST MOP RENTAL	1106005 |540330|		2025/7	1.32
				521161102	RENTAL CHARGES FOR DIVISION EMPLOYEES	1106000 |540310|		2025/7	107.00
				521161102	RENTAL CHARGES FOR DIVISION EMPLOYEES	1106000 |540330|		2025/7	0.34
				52115629	RENTAL CHARGES FOR DIVISION EMPLOYEES	1106000 |540310|		2025/7	25.83
				52115629	RENTAL CHARGES FOR DIVISION EMPLOYEES	1106003 |540310|		2025/7	36.66
				52116097	NEIGHBORHOOD ENGAGEMENT UNIFROMS	1101415 |540310|		2025/7	53.20
				52117208	52117208 JAN 24, 2025	1101415 |540310|		2025/7	53.20
				52117214	RAY HARRAL - MAT	1106002 |540330|		2025/7	3.14
				52117212	52117212 JAN 24, 2025	1106000 |540310|		2025/7	107.00
				52117212	52117212 JAN 24, 2025	1106000 |540330|		2025/7	0.34

City of Broken Arrow
Check Register by Fund

Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				52116734	52116734 JAN 22, 2025	1106000 |540310|		2025/7	25.83
				52116734	52116734 JAN 22, 2025	1106003 |540310|		2025/7	36.66
				52113866	UNIFORMS STREETS AND STORMWATER	1105310 |540310|		2025/7	141.73
				52113864	UNIFORMS STREETS AND STORMWATER	1105300 |540310|		2025/7	129.16
				52113864	UNIFORMS STREETS AND STORMWATER	1105310 |540310|		2025/7	15.93
				52113864	UNIFORMS STREETS AND STORMWATER	1105300 |540330|		2025/7	2.55
				52116098	UNIFORMS STREETS AND STORMWATER	1105310 |540310|		2025/7	141.73
				52116096	UNIFORMS STREETS AND STORMWATER	1105300 |540310|		2025/7	129.16
				52116096	UNIFORMS STREETS AND STORMWATER	1105310 |540310|		2025/7	15.93
				52116096	UNIFORMS STREETS AND STORMWATER	1105300 |540330|		2025/7	2.55
				52114996	UNIFORMS STREETS AND STORMWATER	1105310 |540310|		2025/7	141.73
				52114994	UNIFORMS STREETS AND STORMWATER	1105300 |540310|		2025/7	129.16
				52114994	UNIFORMS STREETS AND STORMWATER	1105310 |540310|		2025/7	15.93
				52114994	UNIFORMS STREETS AND STORMWATER	1105300 |540330|		2025/7	2.55
				52117209	UNIFORMS STREETS AND STORMWATER	1105310 |540310|		2025/7	141.73
				52117207	UNIFORMS STREETS AND STORMWATER	1105300 |540310|		2025/7	129.16
				52117207	UNIFORMS STREETS AND STORMWATER	1105310 |540310|		2025/7	15.93
				52117207	UNIFORMS STREETS AND STORMWATER	1105300 |540330|		2025/7	2.55
				52110534	UNIFORMS STREETS AND STORMWATER	1105310 |540310|		2025/7	141.73
				52110532	UNIFORMS STREETS AND	1105300 |540310|		2025/7	129.16

City of Broken Arrow
Check Register by Fund

Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					STORMWATER				
				52110532	UNIFORMS STREETS AND STORMWATER	1105310 |540310|		2025/7	15.93
				52110532	UNIFORMS STREETS AND STORMWATER	1105300 |540330|		2025/7	2.55
				52112764	UNIFORMS STREETS AND STORMWATER	1105310 |540310|		2025/7	141.73
				52112762	UNIFORMS STREETS AND STORMWATER	1105300 |540310|		2025/7	129.16
				52112762	UNIFORMS STREETS AND STORMWATER	1105310 |540310|		2025/7	15.93
				52112762	UNIFORMS STREETS AND STORMWATER	1105300 |540330|		2025/7	2.55
				52109406	UNIFORMS STREETS AND STORMWATER	1105310 |540310|		2025/7	141.73
				52109404	UNIFORMS STREETS AND STORMWATER	1105300 |540310|		2025/7	129.16
				52109404	UNIFORMS STREETS AND STORMWATER	1105310 |540310|		2025/7	15.93
				52109404	UNIFORMS STREETS AND STORMWATER	1105300 |540330|		2025/7	2.55
						Total For Check # 325918			**2,476.11**
01/30/2025	325923	182	CRAWFORD & ASSOCIATES, P.C.	33837	JAN 15, 2025 INV 33837	1101501 |530870|		2025/7	1,463.55
						Total For Check # 325923			**1,463.55**
01/30/2025	325924	4532	CRYSTAL LAKE FISHERIES, INC	20621	Trout Stocking	1106002 |560330|		2025/7	1,698.75
						Total For Check # 325924			**1,698.75**
01/30/2025	325926	2449	DAVIS SUPPLY CO	0019115580-001	2.5 gal. Ranger Pro non-selective glyphosate	1106000 |560340|		2025/7	601.80
						Total For Check # 325926			**601.80**
01/30/2025	325928	634	DELL MARKETING L.P.	10794266577	Laptop for Leann Leiker	1101315 |560240|		2025/7	1,689.28
						Total For Check # 325928			**1,689.28**

City of Broken Arrow
Check Register by Fund

Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
01/30/2025	325933	1231	AT&T MOBILITY LLC	287332244712X012025	287332244712X01172025 539-240-7952	1101200 |550540|		2025/7	43.23
						Total For Check # 325933			**43.23**
01/30/2025	325937	153	GELLCO UNIFORMS & SHOES INC	00294635	BLANKET PO FOR SAFETY SHOES	1105300 |560100|		2025/7	152.99
						Total For Check # 325937			**152.99**
01/30/2025	325938	1256	GEODECA LLC	1909068BV	MEDICAL MARIJUANNA SURVEY	1101400 |530870|		2025/7	275.00
						Total For Check # 325938			**275.00**
01/30/2025	325942	4963	GLASS WORKS INC.	36211	BLANKET PO FOR GLASS REPAIR	1105300 |540200|		2025/7	534.00
						Total For Check # 325942			**534.00**
01/30/2025	325943	5026	DALE GRAHAM	000051	000051 JAN 23, 2025	1106000 |540070|		2025/7	468.00
						Total For Check # 325943			**468.00**
01/30/2025	325945	1244	GRANICUS, INC.	194541	LEGISTAR SEND AGENDA GOVDEL FOR INTERATIONS	1101800 |540550|		2025/7	1,365.46
						Total For Check # 325945			**1,365.46**
01/30/2025	325953	1582	IMPERIAL LLC	2870:7563715	2870:7563715 DEC 3, 2024	1105310 |560230|		2025/7	17.29
				2870:7563715	2870:7563715 DEC 3, 2024	1105300 |560230|		2025/7	34.58
				2870:7451961	COFFEE SERVIES	1105310 |560230|		2025/7	18.65
				2870:7451961	COFFEE SERVIES	1105300 |560230|		2025/7	37.30
				2870:7384558	COFFEE SERVIES	1105310 |560230|		2025/7	23.19
				2870:7384558	COFFEE SERVIES	1105300 |560230|		2025/7	46.38
						Total For Check # 325953			**177.39**
01/30/2025	325955	3829	J & A TRAFFIC PRODUCTS	39209	3"x72" U-Channel Reflectors/ Sign Shop Cody Morris	1105300 |560360|		2025/7	626.80
						Total For Check # 325955			**626.80**

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01/30/2025	325958	5131	KEVIN BEHE	12686	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/7	0.30
				12686	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/7	0.83
				12686	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/7	1.45
				12686	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/7	1.66
				12686	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/7	0.42
				12675	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/7	0.32
				12675	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/7	0.83
				12675	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/7	1.45
				12675	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/7	1.66
				12675	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/7	0.41
				12672	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/7	0.38
				12672	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/7	1.04
				12672	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/7	1.81
				12672	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/7	2.07
				12672	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/7	0.52
				12664	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/7	0.39
				12664	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/7	1.04
				12664	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/7	1.81
				12664	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/7	2.07

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				12664	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/7	0.52
				12692	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/7	0.32
				12692	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/7	0.83
				12692	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/7	1.45
				12692	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/7	1.66
				12692	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/7	0.41
				12687	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/7	0.63
				12687	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/7	1.66
				12687	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/7	2.90
				12687	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/7	3.32
				12687	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/7	0.83
						Total For Check # 325958			**34.99**
01/30/2025	325962	4351	LEE ENTERPRISES INC	500050072	LEGAL PUBLICATIONS IN TULSA WORLD	1101410 |550050|		2025/7	718.12
						Total For Check # 325962			**718.12**
01/30/2025	325965	614	LIGHTING INC/BROKEN ARROW ELECTRIC	S3298606.001	BLANKET PO FOR MISC. LIGHTING	1106004 |560180|		2025/7	63.78
				S3297662.001	BLANKET PO FOR MISC. LIGHTING	1106004 |560180|		2025/7	2.27
						Total For Check # 325965			**66.05**
01/30/2025	325966	4380	LOCK-DOC INC	010325-H21	BLANKET PO FOR LOCKS,KEYS, & ETC	1106002 |560180|		2025/7	76.00
				010325-H21	BLANKET PO FOR LOCKS,KEYS, & ETC	1106000 |560180|		2025/7	24.00
						Total For Check # 325966			**100.00**

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01/30/2025	325967	131	LOCKE SUPPLY COMPANY	54498917-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106002 |560180|		2025/7	141.00
				54471916-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000 |560180|		2025/7	0.76
				54450000-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106002 |560180|		2025/7	70.50
						Total For Check # 325967			**212.26**
01/30/2025	325971	25	NAPA AUTO PARTS	012505	201000X8	1106000 |560190|		2025/7	120.00
				012518	RE243214	1106000 |560200|		2025/7	338.48
				012518	AR60372	1106000 |560200|		2025/7	6.34
				012518	R120540	1106000 |560200|		2025/7	13.88
				012518	R105230	1106000 |560200|		2025/7	18.60
				012519	2725	1101415 |560200|		2025/7	15.58
				012519	7060	1101415 |560200|		2025/7	4.15
				012519	5W20BULK	1101415 |560210|		2025/7	23.66
				012523	4579	1101415 |560200|		2025/7	6.97
				012524	9837	1105300 |560200|		2025/7	946.59
				012524	9837	1105300 |560200|		2025/7	81.00
				012525	1372	1106000 |560200|		2025/7	4.15
				012525	3243	1106000 |560200|		2025/7	8.31
				012525	9883	1106000 |560200|		2025/7	12.45
				012525	9865	1106000 |560200|		2025/7	18.00
				012525	5W20BULK	1106000 |560210|		2025/7	23.66
				012525	9865	1106000 |560210|		2025/7	195.26
				012536	60221B	1106000 |560200|		2025/7	19.96
				012538	4174311210	1105300 |560200|		2025/7	262.83
				012545	68334877AA	1105300 |560200|		2025/7	61.78
				012364	7060	1105300 |560200|		2025/7	4.15
				012364	2725	1105300 |560200|		2025/7	15.58

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				012364	5W20BULK	1105300 |560210|		2025/7	23.66
				012372	192N	1105300 |560210|		2025/7	0.98
				012375	7045	1105300 |560200|		2025/7	4.15
				012375	2488	1105300 |560200|		2025/7	13.50
				012378	7502	1101415 |560200|		2025/7	4.15
				012378	230266	1101415 |560200|		2025/7	10.44
				012378	9883	1101415 |560200|		2025/7	12.45
				012378	5W30BULK	1101415 |560210|		2025/7	30.48
				012383	4174311210	1105300 |560200|		2025/7	359.44
				012383	418347110	1105300 |560200|		2025/7	329.84
				012383		1105300 |560200|		2025/7	61.10
				012386	ATFBULK	1105300 |560210|		2025/7	4.32
				012396	CARPASS	1101700 |560200|		2025/7	30.59
				012398	CP271	1106000 |560200|		2025/7	53.82
				012400	4174311210	1105300 |560200|		2025/7	-359.44
						Total For Check # 325971			**2,780.86**
01/30/2025	325972	5098	NORTHEAST TECHNOLOGY CENTER	BIS-7035	DEFENSIVE DRIVING 12/4/24 & 12/16/24	1101102 |530870|		2025/7	500.00
						Total For Check # 325972			**500.00**
01/30/2025	325973	98	OKLAHOMA NATURAL GAS CO	179860600 01222025	210104103 1798606 00 JAN 22, 2025 110 N MAIN ST	1106004 |550240|		2025/7	410.20
				110382200 01212025	210109063 1103822 00 JAN 21, 2025 2900 S ELM PL	1101200 |550240|		2025/7	448.83
				109928482 01232025	210104103 1099284 82 JAN 23, 2025 201 S 1ST ST	1101700 |550240|		2025/7	219.81
				180052518 01232025	210104103 1800525 18 JAN 23, 2025 123 N MAIN ST	1101315 |550240|		2025/7	78.32
				249790245 01232025	210104103 2497902 45 JAN 23, 2025 400 S MAIN ST	1106004 |550240|		2025/7	721.99
				180496173 01222025	211120163 1804961 73 JAN 22, 2025 3301 W HOUSTON	1106002 |550240|		2025/7	618.57

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				179841136 01222025	210105844 1498411 36 JAN 22, 2025 302 S MAIN ST	1106004 |550240|		2025/7	888.07
				179037373 01222025	211104310 1790373 73 JAN 22, 2025 1500 S MAIN ST	1106002 |550240|		2025/7	1,533.29
				114693836 01222025	210155550 1146938 36 JAN 22, 2025 100 N FIR AVE	1106002 |550240|		2025/7	29.54
				179919164 01222025	210105033 1799191 64 JAN 22, 2025 1117 S MAIN ST	1106004 |550240|		2025/7	220.26
				263720927 01242025	210119696 2637209 27 JAN 24, 2025 1811 S MAIN ST	1106001 |550240|		2025/7	275.82
				178922373 01232025	211103080 1789223 73 JAN 23, 2025 220 S 1ST ST	1101700 |550240|		2025/7	563.55
				178921936 01232025	211103077 1789219 36 JAN 23, 2025 115 E COMMERCIAL	1101700 |550240|		2025/7	771.87
				183429400 01242025	211151591 1834294 00 JAN 24, 2025 1350 S MAIN ST	1106002 |550240|		2025/7	29.54
				179883073 01242025	211113643 1798830 73 JAN 24, 2025 1700 W HOUSTON S	1106005 |550240|		2025/7	180.59
						Total For Check # 325973			**6,990.25**
01/30/2025	325974	4387	OTIS ELEVATOR COMPANY	100401829680	MAINTENANCE SERVICE CONTRACT 2/25-1/26	1106004 |540070|		2025/7	4,812.84
						Total For Check # 325974			**4,812.84**
01/30/2025	325992	3932	SOONER LOCK & KEY INC	118192589	BLANKET PO FOR KEYS	1105300 |560230|		2025/7	28.00
						Total For Check # 325992			**28.00**
01/30/2025	325993	1081	SOUTHERN AGRICULTURE	801932	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2025/7	5.96
				800341	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2025/7	35.92
				801241	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2025/7	5.96
				808500	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2025/7	28.98
				804296	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2025/7	5.96

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						Total For Check # 325993			**82.78**
01/30/2025	325995	5147	SPX AIDS TO NAVIGATION, LLC	90316759	YEARLY TOWER LIGHTING MOITORING	1101200 |540550|		2025/7	1,512.00
						Total For Check # 325995			**1,512.00**
01/30/2025	325996	234	STOREY TOWING LLC	56611	56611 JAN 24, 2025	1101700 |540200|		2025/7	174.00
						Total For Check # 325996			**174.00**
01/30/2025	325997	3496	TEAM PROFESSIONAL SERVICES INC	124371	DRUG & ALCOHOL TESTING RANDOM & FOLLOW UP	1101102 |530020|		2025/7	2,189.00
						Total For Check # 325997			**2,189.00**
01/30/2025	325998	533	BROKEN ARROW INSURANCE AGENCY INC	2921008	B DAMPF RENEWAL 108004011 2/25-7-26	1101700 |550760|		2025/7	67.00
				2921008	B DAMPF RENEWAL 108004011 2/25-7-26	1101700 |550760|		2025/7	67.00
						Total For Check # 325998			**134.00**
01/30/2025	325999			2920999	SARA BOALS NEW BOND 108181937 12/24-07/25	1101700 |550760|		2025/7	50.00
						Total For Check # 325999			**50.00**
01/30/2025	326001	2390	TULSA TECHNOLOGY CENTER	D32A0A0F	CPR FIRST AID AED NOV 13, 2024	1101102 |530870|		2025/7	440.00
				D32A09DB	CPR FIRST AID AED DEC 13, 2024	1101102 |530870|		2025/7	440.00
						Total For Check # 326001			**880.00**
01/30/2025	326003	949	TULSA WINNELSON COMPANY	580163 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 |560180|		2025/7	56.46
						Total For Check # 326003			**56.46**
01/30/2025	326007	2487	TYLER TECHNOLOGIES INC	045-493931	EXECUTIME MAINTENANCE - MOBILE ACCESS	1101102 |540550|		2025/7	1,174.99
						Total For Check # 326007			**1,174.99**
01/30/2025	326013	48	WARREN POWER & MACHINERY, INC.	WO100286185	WO100286185 DEC 6, 2024	1105300 |540200|		2025/7	7,311.19

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					Total For Check #	**326013**			**7,311.19**
02/06/2025	326016	856	AMERICAN FIDELITY ASSURANCE CO.	149326	Payroll Run 1 - Warrant 250131	110 |218420|		2025/7	98.34
				149326	Payroll Run 1 - Warrant 250131	110 |218430|		2025/7	24.26
					Total For Check #	**326016**			**122.60**
02/06/2025	326017	5278	BRAYDEN WILLIAMS	CDL 01242025	CDL REIMBURSEMENT	1105300 |530110|		2025/8	71.50
					Total For Check #	**326017**			**71.50**
02/06/2025	326022	183	CLEET	JANUARY 2025	TOWN/MUNICIPAL COURT REPORT JAN 2025	110 |449010|		2025/8	-19.43
					Total For Check #	**326022**			**-19.43**
02/06/2025	326023	1319	COMMUNITY CARE EAP	149328	Payroll Run 1 - Warrant 250131	110 |218560|		2025/7	186.78
					Total For Check #	**326023**			**186.78**
02/06/2025	326025	4479	DAVID GRAHAM PARKER	T&A 01292025	REIMBURSEMENT UBER TRANSPORT	1101010 |550030|		2025/8	48.44
					Total For Check #	**326025**			**48.44**
02/06/2025	326026	5279	J LEE NORBERG	CDL 01092025	CDL REIMBURSEMENT	1105300 |530110|		2025/8	81.50
					Total For Check #	**326026**			**81.50**
02/06/2025	326031	159	PRE-PAID LEGAL SERVICES, INC.	149324	Payroll Run 1 - Warrant 250131	110 |218100|		2025/7	541.28
					Total For Check #	**326031**			**541.28**
02/06/2025	326032	5277	MYLES A MEGEE	LIT1599.2025	COPY OF T COOK DEPO -LIT CASE-ESTATE OF ENGLAND	1101010 |540280|		2025/8	363.25
					Total For Check #	**326032**			**363.25**
02/06/2025	326034	835	STATE OF OKLAHOMA	JANUARY 2025	MUNICIPAL COURT REPORT JAN 2025	110 |449010|		2025/8	-137.17
					Total For Check #	**326034**			**-137.17**
02/06/2025	326035	999900	OTP - AR REFUNDS	11743	MICROCHIP REFUND	110 |445010|		2025/8	15.00

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						Total For Check # 326035			**15.00**
02/06/2025	326037			REC-024498-2024	REFUND	110 |422010|		2025/8	15,000.00
						Total For Check # 326037			**15,000.00**
02/06/2025	326039	999905	OTP - TORT CLAIMS	TRT1584.2025	PROPERTY DAMAGE DUE TO BA FIRE DEPT	1101700 |550090|		2025/8	1,598.32
						Total For Check # 326039			**1,598.32**
02/06/2025	326044	1987	SURENCY LIFE & HEALTH INS. CO.	149330	Payroll Run 1 - Warrant 250131	110 |218460|		2025/7	208.08
						Total For Check # 326044			**208.08**
02/06/2025	326046	5281	TODD KNOWLES	CDL 01242025	CDL REIMBURSEMETN	1105310 |530110|		2025/8	71.50
						Total For Check # 326046			**71.50**
02/06/2025	326047	1739	WAGONER CO RRWD DISTRICT #4	3823901 02152025	12/17/24-01/16/25	1106000 |550230|		2025/8	16.50
				1126701 02152025	12/17/24-01/16/25	1106000 |550230|		2025/8	16.50
				1945001 02152025	12/17/24-01/16/25	1106000 |550230|		2025/8	45.21
				1970001 02152025	12/17/24-01/16/25	1106000 |550230|		2025/8	289.83
						Total For Check # 326047			**368.04**
02/06/2025	326054	149	AMERICAN ELECTRIC POWER/PSO	260-576-0-1 01172025	FY25 ANNUAL AGREEMENT	1101700 |550250|		2025/8	75.74
				386-301-0-0 01212025	959-386-301-0-0 JAN 21, 2025 1500 S MAIN ST	1106000 |550250|		2025/8	43.81
				709-847-0-1 01212025	952-709-847-0-1 JAN 21, 2025 1798 S MAIN ST	1105310 |550250|		2025/8	46.36
				393-103-0-6 01222025	959-393-103-0-6 JAN 22 2025 123 N MAIN	1101315 |550250|		2025/8	61.99
				393-103-0-6 01222025	959-393-103-0-6 JAN 22 2025 201 S 1ST ST	1101700 |550250|		2025/8	233.29
				393-103-0-6 01222025	959-393-103-0-6 JAN 22 2025 220 S 1ST ST	1101700 |550250|		2025/8	981.43

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				393-103-0-6 01222025	959-393-103-0-6 JAN 22 2025 200 S 1ST ST	1101700 |550250|		2025/8	1,448.98
				913-008-1-1 01212025	953-913-008-1-1 JAN 21 2025 4000 E NEW ORLEANS	1106000 |550250|		2025/8	1,749.89
				913-008-1-1 01212025	953-913-008-1-1 JAN 21 2025 414 S MAIN ST	1106000 |550250|		2025/8	1,277.47
				913-008-1-1 01212025	953-913-008-1-1 JAN 21 2025 117 E DALLAS	1106000 |550250|		2025/8	57.65
				913-008-1-1 01212025	953-913-008-1-1 JAN 21 2025 21101 E 101ST ST S	1106000 |550250|		2025/8	381.99
				913-008-1-1 01212025	953-913-008-1-1 01/21/25 4000 E NEW ORLEANS SPORT	1106000 |550470|		2025/8	3,358.26
				183-137-4-1 01232025	FY25 ANNUAL AGREEMENT 9 PYMTS	1106004 |550250|		2025/8	2,328.97
						Total For Check # 326054			**12,045.83**
02/06/2025	326057	4940	ALPHA AWARDS AND ENGRAVING INC.	20913	20913 JAN 23, 2025	1101700 |560230|		2025/8	15.00
						Total For Check # 326057			**15.00**
02/06/2025	326058	4935	AMAZON.COM SALES INC	1XMX-3Y4T-CD34	ITEM: Sotiff 100 Pieces Motivational Stress Balls	1101102 |550890|		2025/8	76.98
				1DJL-FG3L-7K9F	ITEM: Ytonet Rolling Laptop Bag Women, Rolling Br	1101102 |560030|		2025/8	66.49
				1F6P-P6NR-6JGR	Musical Instruments for Toddler Music Class	1106002 |560330|		2025/8	55.72
				1JD7-1W6J-3VCT	Recreation Supplies for Nienhuis and Ray Harral	1106002 |560330|		2025/8	916.52
				1L1K-4GT4-DFMM	ITEM: Bounty Paper Napkins, White, 1 Pack, 200 Sh	1101102 |560030|		2025/8	3.48
				1RNK-C91R-196L	OFFICE SUPPLIES	1101501 |560030|		2025/8	12.38
				1DCL-44R4-4TCF	OFFICE SUPPLIES	1101400 |560030|		2025/8	114.32
				1JD7-1W6J-D34H	ITEM: GAIATOP Space Heater, 500W Energy Efficient	1101102 |560030|		2025/8	13.99
				1XR4-CQVW-CCV9	Garage Door Opener	1105300 |560180|		2025/8	53.18
				1VPG-LP6P-P4PW	Supplies for Daddy Daughter Dance	1106002 |560330|		2025/8	86.66

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						Total For Check # 326058			**1,399.72**
02/06/2025	326059	1372	AMERICAN DOCUMENT SHREDDING,LLC	186892	186892	1101102 |530870|		2025/8	120.00
						Total For Check # 326059			**120.00**
02/06/2025	326062	4846	APAC-CENTRAL, INC.	7002181786	BLANKET PO FOR ASHPALT	1105300 |560800|		2025/8	598.90
				7002180462	BLANKET PO FOR ASHPALT	1105300 |560800|		2025/8	106.71
				7002181774	BLANKET PO FOR ASHPALT	1105300 |560800|		2025/8	272.86
						Total For Check # 326062			**978.47**
02/06/2025	326069	4674	BOOT BARN INC	INV00439271	BLANKET PO - BOOT BARN	1106003 |560100|		2025/8	200.00
				INV00439270	BLANKET PO - BOOT BARN	1106003 |560100|		2025/8	157.49
				INV00439244	BLANKET PO - BOOT BARN	1105300 |560100|		2025/8	170.99
				INV00439255	BLANKET PO - BOOT BARN	1106000 |560100|		2025/8	179.99
						Total For Check # 326069			**708.47**
02/06/2025	326073	19	BROKEN ARROW ELECTRIC SUPPLY INC	S3303626.001	BLANKET PO FOR MISC ELECTRICAL	1106000 |560180|		2025/8	216.30
				S3303912.001	BLANKET PO FOR MISC ELECTRICAL	1106000 |560180|		2025/8	-216.30
						Total For Check # 326073			**0.00**
02/06/2025	326074	20	BROKEN ARROW LAWN & GARDEN	113519	SMALL ENGINE PARTS	1106003 |560310|		2025/8	59.45
				113601	SMALL ENGINE PARTS	1106003 |560310|		2025/8	45.20
						Total For Check # 326074			**104.65**

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02/06/2025	326075	22	BROKEN ARROW SENIORS INC	41681	41681 JAN 15, 2025	1106002 |550100|		2025/8	2,401.14
				FEBRUARY 2025	BA SENIORS MONTHLY PAYMENT	1106002 |550100|		2025/8	7,674.50
						Total For Check # 326075			**10,075.64**
02/06/2025	326076	3492	CAROLYN JEAN KEY	JANUARY 2025	75% INSTRUCTOR ZUMBA JANUARY 2025 COURSES	1106002 |540280|		2025/8	187.47
						Total For Check # 326076			**187.47**
02/06/2025	326078	5165	CENGAGE LEARNING INC.	85783361	Azure Security Training	1101200 |530110|		2025/8	4,179.00
						Total For Check # 326078			**4,179.00**
02/06/2025	326081	37	CINTAS CORPORATION	9306840019	BLANKET PO FOR MEDICAL SUPPLIES	1101315 |540330|		2025/8	50.00
				9306840653	BLANKET PO FOR MEDICAL SUPPLIES	1101400 |540330|		2025/8	48.41
						Total For Check # 326081			**98.41**
02/06/2025	326082	996	CITY OF BROKEN ARROW	149327	Payroll Run 1 - Warrant 250131	110 |218180|		2025/7	846.64
				149327	Payroll Run 1 - Warrant 250131	110 |218360|		2025/7	8,274.24
						Total For Check # 326082			**9,120.88**
02/06/2025	326083	1391	CLEAN THE UNIFORM CO OKLAHOMA	52116730	52116730 JAN 22, 2025	1106005 |540310|		2025/8	10.15
				52116730	52116730 JAN 22, 2025	1101700 |540330|		2025/8	22.55
				52117215	52117215 JAN 24, 2025	1101800 |540330|		2025/8	7.84
				52117833	52117833	1106002 |540330|		2025/8	26.19
				52117829	52117829	1101700 |540330|		2025/8	5.10
				52118316	CPCC MAT, DUST MOP, TOWEL	1106002 |540330|		2025/8	33.17
				52118311	UNIFORMS - STREETS AND STORMWATER	1105310 |540310|		2025/8	141.73
				52118309	UNIFORMS - STREETS AND STORMWATER	1105300 |540310|		2025/8	133.46
				52118309	UNIFORMS - STREETS AND	1105310 |540310|		2025/8	15.93

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					STORMWATER				
				52118309	UNIFORMS - STREETS AND STORMWATER	1105300 |540330|		2025/8	2.55
						Total For Check # 326083			**398.67**
02/06/2025	326086	882	COX COMMUNICATIONS	076689001 01242025	001 6311 076689001 JAN 24, 2025 2302 S 1ST PL	1105300 |550220|		2025/8	81.45
				076689001 01242025	001 6311 076689001 JAN 24, 2025 7101 S 3RD ST	1106002 |550220|		2025/8	110.10
				076689001 01242025	001 6311 076689001 JAN 24, 2025 8900 S ASPEN AVE	1106000 |550220|		2025/8	86.27
				076689001 01242025	001 6311 076689001 JAN 24, 2025 220 S 1ST ST	1101700 |550220|		2025/8	144.01
				076689001 01242025	001 6311 076689001 JAN 24, 2025 1500 S MAIN ST	1106002 |550220|		2025/8	74.27
				076689001 01242025	001 6311 076689001 JAN 24, 2025 1800 S MAIN ST	1106001 |550220|		2025/8	54.49
				076689001 01242025	001 6311 076689001 JAN 24, 2025 118 N MAIN ST	1106004 |550220|		2025/8	73.44
				076689001 01242025	001 6311 076689001 JAN 24, 2025 4000 E NEW ORLEANS	1106000 |550220|		2025/8	140.54
				076689001 01242025	001 6311 076689001 JAN 24, 2025 2810 E MADISON PL	1106002 |550220|		2025/8	70.27
				076689001 01242025	001 6311 076689001 JAN 24, 2025 1800 S MAIN ST	1106001 |550220|		2025/8	76.17
				076689001 01242025	001 6311 076689001 JAN 24, 2025 100 N FIR AVE	1106002 |550220|		2025/8	39.39
				076689001 01242025	001 6311 076689001 JAN 24, 2025 1811 S MAIN ST	1106001 |550220|		2025/8	39.39
				076689001 01242025	001 6311 076689001 JAN 24, 2025 2520 W FULTON AVE	1106000 |550540|		2025/8	99.00
				076689001 01242025	001 6311 076689001 JAN 24, 2025 2302 S 1ST PL	1105300 |550540|		2025/8	258.67
				076689001 01242025	001 6311 076689001 JAN 24, 2025 7101 S 3RD ST	1106002 |550540|		2025/8	94.40
				076689001 01242025	001 6311 076689001 JAN 24, 2025 8900 S ASPEN AVE	1106000 |550540|		2025/8	98.99

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				076689001 01242025	001 6311 076689001 JAN 24, 2025 1000 W HOUSTON ST	1106005 |550540|		2025/8	98.99
				076689001 01242025	001 6311 076689001 JAN 24, 2025 2900 S ELM PL	1101200 |550540|		2025/8	153.99
				076689001 01242025	001 6311 076689001 JAN 24, 2025 220 S 1ST ST	1101700 |550540|		2025/8	1,315.00
				076689001 01242025	001 6311 076689001 JAN 24, 2025 220 S 1ST ST	1101700 |550540|		2025/8	631.43
				076689001 01242025	001 6311 076689001 JAN 24, 2025 1800 S MAIN ST	1106001 |550540|		2025/8	54.50
				076689001 01242025	001 6311 076689001 JAN 24, 2025 118 N MAIN ST	1106004 |550540|		2025/8	138.00
				076689001 01242025	001 6311 076689001 JAN 24, 2025 2201 S 1ST ST	1101200 |550540|		2025/8	98.99
				076689001 01242025	001 6311 076689001 JAN 24, 2025 4000 E NEW ORLEANS	1106000 |550540|		2025/8	174.00
				076689001 01242025	001 6311 076689001 JAN 24, 2025 302 S MAIN ST	1106004 |550540|		2025/8	217.98
				076689001 01242025	001 6311 076689001 JAN 24, 2025 302 S MAIN ST	1106004 |550540|		2025/8	39.39
				076689001 01242025	001 6311 076689001 JAN 24, 2025 2810 E MADISON ST	1106002 |550540|		2025/8	118.99
				076689001 01242025	001 6311 076689001 JAN 24, 2025 418 S MAIN ST	1106000 |550540|		2025/8	98.99
				076689001 01242025	001 6311 076689001 JAN 24, 2025 3351 E NEW ORLEANS	1106000 |550540|		2025/8	98.99
				076689001 01242025	001 6311 076689001 JAN 24, 2025 100 N FIR AVE	1106002 |550540|		2025/8	133.99
				076689001 01242025	001 6311 076689001 JAN 24, 2025 220 S 1ST ST	1101200 |550540|		2025/8	108.99
				076689001 01242025	001 6311 076689001 JAN 24, 2025 2100 W KENOSHA ST	1105310 |550540|		2025/8	138.99
				076689001 01242025	001 6311 076689001 JAN 24, 2025 1811 S MAIN ST	1106001 |550540|		2025/8	108.99
				076689001 01242025	001 6311 076689001 JAN 24, 2025 803 W CHARLESTON	1106002 |550540|		2025/8	103.99
				076689001 01242025	001 6311 076689001 JAN 24, 2025 4340 S DOGWOOD AVE	1106000 |550540|		2025/8	140.33

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				076689001 01242025	001 6311 076689001 JAN 24, 2025 123 N MAIN ST	1101315 |550540|		2025/8	54.50
						Total For Check # 326086			**5,569.87**
02/06/2025	326087	4532	CRYSTAL LAKE FISHERIES, INC	20653	Trout Stocking	1106002 |560330|		2025/8	1,698.75
						Total For Check # 326087			**1,698.75**
02/06/2025	326088	4916	KASEYA US, LLC	2464552702720	RFA 24-1963 Datto RMM	1101200 |540550|		2025/8	21,400.00
						Total For Check # 326088			**21,400.00**
02/06/2025	326089	5272	DAVID CARL WILLIAMS	131	131 DEC 3, 2024	1101800 |530870|		2025/8	160.00
						Total For Check # 326089			**160.00**
02/06/2025	326090	2449	DAVIS SUPPLY CO	0018980281-001	BLANKET PO FOR POOL SUPPLIES	1106005 |560340|		2025/8	250.60
				0018980960-001	BLANKET PO FOR POOL SUPPLIES	1106005 |560340|		2025/8	-200.60
				0018981186-001	BLANKET PO FOR POOL SUPPLIES	1106000 |560340|		2025/8	150.60
				0019145072-001	BLANKET PO FOR POOL SUPPLIES	1106000 |560340|		2025/8	75.03
						Total For Check # 326090			**275.63**
02/06/2025	326099	1231	AT&T MOBILITY LLC	287344015076X012025	387344015076X01172025 JAN 17M 2025 SIMS ONLY	1101700 |550540|		2025/8	200.44
						Total For Check # 326099			**200.44**
02/06/2025	326100			DVR122024	ACCT 500634737 12/5/24-1/4/25	1101010 |550540|		2025/8	66.50
				DVR122024	ACCT 500634737 12/5/24-1/4/25	1101200 |550540|		2025/8	221.50
				DVR122024	ACCT 500634737 12/5/24-1/4/25	1101800 |550540|		2025/8	0.50
						Total For Check # 326100			**288.50**
02/06/2025	326102	1948	FOREST ELLIOTT	JANUARY 2025	MARTIAL ARTS INSTRUCTOR JANUARY COURSES	1106002 |540280|		2025/8	855.00

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						Total For Check # 326102			**855.00**
02/06/2025	326106	153	GELLCO UNIFORMS & SHOES INC	00294797	BLANKET PO FOR SAFETY SHOES	1106005 |560100|		2025/8	116.99
				00294730	BLANKET PO FOR SAFETY SHOES	1106005 |560100|		2025/8	152.99
				00294729	BLANKET PO FOR SAFETY SHOES	1106005 |560100|		2025/8	125.99
				00293263	BLANKET PO FOR SAFETY SHOES	1106000 |560100|		2025/8	134.99
				00288638	BLANKET PO FOR SAFETY SHOES	1106003 |560100|		2025/8	197.99
				00295013	BLANKET PO FOR SAFETY SHOES	1105300 |560100|		2025/8	200.00
						Total For Check # 326106			**928.95**
02/06/2025	326112	4188	GRADY NICHOLS LTD	DEPOSIT FOR 2025	DEPOSIT FOR 2025 CHRISTMAS KICKOFF	1101315 |540280|		2025/8	1,175.00
						Total For Check # 326112			**1,175.00**
02/06/2025	326113	5026	DALE GRAHAM	22501869	RELOCATE HVAC THERMOSTATS TO LOBBY AREA	1106001 |540070|		2025/8	1,100.00
						Total For Check # 326113			**1,100.00**
02/06/2025	326115	1244	GRANICUS, INC.	196652	196652 FEB 1, 2025	1101800 |540550|		2025/8	3,219.46
						Total For Check # 326115			**3,219.46**
02/06/2025	326116	79	GREEN ACRE SOD FARMS	7950	BL;ANKET PO FOR BERMUDA SOD	1106003 |560700|		2025/8	52.00
				7970	BL;ANKET PO FOR BERMUDA SOD	1106000 |560700|		2025/8	285.00
						Total For Check # 326116			**337.00**
02/06/2025	326123	1582	IMPERIAL LLC	2870:7796757	2870:7796757 JAN 28, 2025	1105310 |560230|		2025/8	28.12
				2870:7796757	2870:7796757 JAN 28, 2025	1105300 |560230|		2025/8	56.24
						Total For Check # 326123			**84.36**

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02/06/2025	326124	5264	INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATION INC	01012025	57634 IMSA MEMBERSHIP A HAMILTON G HARRIS C MORRIS	1105300 |530850|		2025/8	270.00
						Total For Check # 326124			**270.00**
02/06/2025	326126	23	J D YOUNG COMPANY INC	1250834	LEASE & USAGE CHARGE FY25	1101010 |540330|		2025/8	217.58
				1250834	LEASE & USAGE CHARGE FY25	1101102 |540330|		2025/8	186.02
				1250834	LEASE & USAGE CHARGE FY25	1101200 |540330|		2025/8	181.66
				1250834	LEASE & USAGE CHARGE FY25	1101315 |540330|		2025/8	93.45
				1250834	LEASE & USAGE CHARGE FY25	1101400 |540330|		2025/8	321.95
				1250834	LEASE & USAGE CHARGE FY25	1101415 |540330|		2025/8	94.06
				1250834	LEASE & USAGE CHARGE FY25	1101700 |540330|		2025/8	217.58
				1250834	LEASE & USAGE CHARGE FY25	1101800 |540330|		2025/8	306.66
				1250834	LEASE & USAGE CHARGE FY25	1105300 |540330|		2025/8	176.68
				1250834	LEASE & USAGE CHARGE FY25	1106000 |540330|		2025/8	264.28
				1250834	LEASE & USAGE CHARGE FY25	1106002 |540330|		2025/8	269.26
				1250834	LEASE & USAGE CHARGE FY25	1101010 |540550|		2025/8	74.80
				1250834	LEASE & USAGE CHARGE FY25	1101102 |540550|		2025/8	203.05
				1250834	LEASE & USAGE CHARGE FY25	1101200 |540550|		2025/8	5.70
				1250834	LEASE & USAGE CHARGE FY25	1101315 |540550|		2025/8	65.43
				1250834	LEASE & USAGE CHARGE FY25	1101400 |540550|		2025/8	87.18
				1250834	LEASE & USAGE CHARGE FY25	1101415 |540550|		2025/8	59.61

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				1250834	LEASE & USAGE CHARGE FY25	1101700 |540550|		2025/8	87.71
				1250834	LEASE & USAGE CHARGE FY25	1101800 |540550|		2025/8	82.84
				1250834	LEASE & USAGE CHARGE FY25	1105300 |540550|		2025/8	25.33
				1250834	LEASE & USAGE CHARGE FY25	1106000 |540550|		2025/8	49.90
				1250834	LEASE & USAGE CHARGE FY25	1106002 |540550|		2025/8	63.23
				1250834	LEASE & USAGE CHARGE FY25	1101010 |560230|		2025/8	1.99
				1250834	LEASE & USAGE CHARGE FY25	1101102 |560230|		2025/8	4.17
				1250834	LEASE & USAGE CHARGE FY25	1101200 |560230|		2025/8	4.17
				1250834	LEASE & USAGE CHARGE FY25	1101315 |560230|		2025/8	2.00
				1250834	LEASE & USAGE CHARGE FY25	1101400 |560230|		2025/8	4.17
				1250834	LEASE & USAGE CHARGE FY25	1101415 |560230|		2025/8	2.00
				1250834	LEASE & USAGE CHARGE FY25	1101700 |560230|		2025/8	2.00
				1250834	LEASE & USAGE CHARGE FY25	1101800 |560230|		2025/8	4.17
				1250834	LEASE & USAGE CHARGE FY25	1105300 |560230|		2025/8	4.17
				1250834	LEASE & USAGE CHARGE FY25	1106000 |560230|		2025/8	6.09
				1250834	LEASE & USAGE CHARGE FY25	1106002 |560230|		2025/8	6.09
						Total For Check # 326126			**3,174.98**
02/06/2025	326128	2221	JOSEPHINE SHAW	JANUARY 2025	75% GYMNASTICS INSTRUCTOR JANUARY 2025 COURSES	1106002 |540280|		2025/8	960.00

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						Total For Check # 326128			**960.00**
02/06/2025	326130	124	KIMS INTERNATIONAL	0149267-IN	BLANKET PO FOR MISC. FITTINGS	1106000 |560200|		2025/8	168.03
				0149373-IN	BLANKET PO FOR MISC. FITTINGS	1105300 |540200|		2025/8	87.75
				0149412-IN	BLANKET PO FOR MISC. FITTINGS	1106000 |560200|		2025/8	76.27
						Total For Check # 326130			**332.05**
02/06/2025	326133	125	KIRBY-SMITH MACHINERY INC	W7498801	W7498801	1105300 |540200|		2025/8	233.40
						Total For Check # 326133			**233.40**
02/06/2025	326134	1052	L&W SUPPLY CORPORATION	1012841899-001	BLANKET PO FOR BUILDING SUPPLIES	1101700 |560180|		2025/8	266.50
						Total For Check # 326134			**266.50**
02/06/2025	326138	131	LOCKE SUPPLY COMPANY	54569414-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000 |560180|		2025/8	217.32
				54594690-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106004 |560180|		2025/8	39.05
				54600968-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1101700 |560180|		2025/8	17.02
				54619426-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1105300 |560230|		2025/8	83.35
				54611835-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1101700 |560180|		2025/8	23.60
				54567496-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106002 |560180|		2025/8	22.94
				54563109-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106002 |560180|		2025/8	9.62
				54562399-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106002 |560180|		2025/8	9.10
				54624629-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1105300 |560180|		2025/8	83.35
						Total For Check # 326138			**505.35**

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02/06/2025	326145	143	MURRAY WOMBLE INC	SINV016225	LABOR TO SERVICE BASKETBALL GOAL CENTERAL	1106002 |560180|		2025/8	1,210.00
						Total For Check # 326145			**1,210.00**
02/06/2025	326146	1377	MUSKOGEE MARBLED GRANITE LLC	193316	BLANKET ORDER FOR NICHE ENGRAVING	1106005 |540280|		2025/8	80.00
						Total For Check # 326146			**80.00**
02/06/2025	326148	25	NAPA AUTO PARTS	012649	9007	1106000 |560200|		2025/8	1,164.44
				012756	8478AAA	1106000 |560200|		2025/8	129.51
				012756	8478AAA	1106000 |560200|		2025/8	18.00
				12197	HV715	1105300 |560200|		2025/8	216.51
				12208	789DEF	1105310 |560210|		2025/8	960.00
				12210	HV715	1105300 |560200|		2025/8	-216.51
				12239	46AWBULK	1105300 |560210|		2025/8	198.40
				12402	AIMKITA	1105300 |560200|		2025/8	400.78
				12620	V063151880	1105300 |560200|		2025/8	111.34
				12620	1K947943172	1105300 |560200|		2025/8	64.33
				12620	7430	1105300 |560200|		2025/8	8.95
				12620	6562	1105300 |560200|		2025/8	28.12
				12620	6569	1105300 |560200|		2025/8	16.49
				12620	15W40BULK	1105300 |560210|		2025/8	46.67
				12832	F000184	1105300 |560190|		2025/8	171.58
				12850	1173850	1106000 |560200|		2025/8	153.44
				12850		1106000 |560200|		2025/8	28.41
				10833	PARTS	1105300 |560200|		2025/8	299.83
				10833	PARTS	1105300 |560210|		2025/8	114.88
				10799	PARTS	1106000 |560200|		2025/8	195.26
						Total For Check # 326148			**4,110.43**

City of Broken Arrow
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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/06/2025	326149			012637	1348	1105300 |560200|		2025/8	4.15
				012637	1455	1105300 |560200|		2025/8	32.94
				012637	3166	1105300 |560200|		2025/8	5.29
				012637	6489	1105300 |560200|		2025/8	23.90
				012637	6490	1105300 |560200|		2025/8	18.12
				012727	7060	1105300 |560200|		2025/8	4.15
				012727	2725	1105300 |560200|		2025/8	15.58
				012727	5W20BULK	1105300 |560210|		2025/8	23.66
				012747	9837	1105300 |560200|		2025/8	-81.00
				12185	600564	1105300 |560200|		2025/8	29.86
				12194	1348	1101800 |560200|		2025/8	4.15
				12194	230084	1101800 |560200|		2025/8	8.70
				12194	200048	1101800 |560200|		2025/8	11.41
				12194	5W20BULK	1101800 |560210|		2025/8	16.90
				12231	46AWBULK	1105300 |560210|		2025/8	59.52
				12424	QC6FQFF8FP	1106003 |560230|		2025/8	61.67
				12425	512371	1105300 |560200|		2025/8	75.18
				12441	HDRTU1GAL	1105300 |560210|		2025/8	51.48
				12442	T80420100010	1106000 |560190|		2025/8	68.50
				12445	62NR	1106000 |560230|		2025/8	14.40
				12445	6232CB	1106000 |560230|		2025/8	27.60
				12446	94900007915	1105300 |560200|		2025/8	64.03
				12810	7060	1101400 |560200|		2025/8	4.15
				12810	2725	1101400 |560200|		2025/8	15.58
				12810	5W20BULK	1101400 |560210|		2025/8	23.66
				12810	3079	1101415 |560230|		2025/8	11.59
				12839	7502	1106000 |560200|		2025/8	4.15
				12839	5W30BULK	1106000 |560210|		2025/8	30.48

City of Broken Arrow
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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				10791	PARTS	1106000 |560200|		2025/8	33.57
				10791	PARTS	1106000 |560210|		2025/8	26.67
						Total For Check # 326149			**690.04**
02/06/2025	326150			012651	7060	1101200 |560200|		2025/8	4.15
				012651	5W30BULK	1101200 |560210|		2025/8	22.86
				012664	82033107	1105300 |560200|		2025/8	27.22
				012719	22207	1106000 |560210|		2025/8	12.21
				012728	75200	1105300 |560210|		2025/8	9.04
				012748	9837	1105300 |560200|		2025/8	-27.00
				012759	1026	1105300 |560210|		2025/8	10.31
				12183	789DEF	1105300 |560210|		2025/8	10.00
				12186	1026	1105300 |560210|		2025/8	10.31
				12191	4199008	1105300 |560200|		2025/8	27.69
				12206	230084	1101800 |560200|		2025/8	-8.70
				12207	RTU1DEX	1106000 |560210|		2025/8	9.30
				12211	RTU1DEX	1106000 |560210|		2025/8	9.30
				12217	HVKB	1105300 |560200|		2025/8	19.03
				12227	NPB20	1105310 |560200|		2025/8	15.60
				12227	7000	1105310 |560230|		2025/8	4.54
				12235	NPB21	1106000 |560200|		2025/8	15.60
				12436	114	1106000 |560230|		2025/8	26.35
				12444	RTU1GAL	1105300 |560210|		2025/8	17.22
				12627	HDRTU1GAL	1105300 |560210|		2025/8	17.16
				10829	PARTS	1106000 |560230|		2025/8	7.19
						Total For Check # 326150			**239.38**
02/06/2025	326151			012721	906PAB2	1106000 |560200|		2025/8	2.97
				012724	7251675	1106000 |560200|		2025/8	0.01

City of Broken Arrow
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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				012724	906PAB2	1106000 |560200|		2025/8	-2.97
				12412	75140	1106000 |560210|		2025/8	0.02
				12833	787100	1106000 |560200|		2025/8	2.54
						Total For Check # 326151			**2.57**
02/06/2025	326157	98	OKLAHOMA NATURAL GAS CO	179746 82 01272025	210104103 1790746 82 JAN 27, 2025 2300 S 1ST PL	1105300 |550240|		2025/8	169.71
				183741191 01282025	211154799 1837411 91 JAN 28 2025 3201 N 9TH ST	1106002 |550240|		2025/8	1,847.05
						Total For Check # 326157			**2,016.76**
02/06/2025	326159	3735	OKLAHOMA MUNICIPAL CLERKS, TREASURERS &	2025 MEMBERSHIP	2025 MEMBERSHIP DUES CURTIS GREEN:BROKEN ARROW OK	1101800 |530850|		2025/8	75.00
						Total For Check # 326159			**75.00**
02/06/2025	326166	736	PENSKE COMMERCIAL VEHICLES US LLC	12581917	UNIT # 2335 - JEFF	1105300 |540200|		2025/8	553.49
						Total For Check # 326166			**553.49**
02/06/2025	326167	4137	PRESIDIO HOLDINGS INC	6051225001186	Renewal for IT MFA DUO	1101200 |540550|		2025/8	957.30
						Total For Check # 326167			**957.30**
02/06/2025	326170	4987	DAVE HARRISON	25105	Flash Drives for Parks	1106002 |560030|		2025/8	166.25
						Total For Check # 326170			**166.25**
02/06/2025	326172	783	QUALITY SIGNS & BANNER	122871	FARMERS MARKET 9X10 MESH BANNER	1101400 |550360|		2025/8	783.00
						Total For Check # 326172			**783.00**
02/06/2025	326174	1493	RED WING BRANDS OF AMERICA INC	754-1-15104	BLANKET - SAFETY SHOES	1105310 |560100|		2025/8	151.69
						Total For Check # 326174			**151.69**
02/06/2025	326177	2542	REPUBLIC SERVICES OF TULSA	0053-000412331	NPCC, CPCC TRASH REMOVAL	1106002 |540330|		2025/8	1,294.95

City of Broken Arrow
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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 326177			**1,294.95**
02/06/2025	326187	834	SOFTWARE HOUSE INTERNATIONAL	B19098630	SHI Azure Usage Sentinel	1101200 |540550|		2025/8	918.06
				B18993668	SHI Sentinel September	1101200 |540550|		2025/8	857.79
						Total For Check # 326187			**1,775.85**
02/06/2025	326188	2144	SITE ONE LANDSCAPE SUPPLY LLC	149488177-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560340|		2025/8	90.02
				149534668-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560340|		2025/8	55.64
				149517470-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560230|		2025/8	118.35
				149537330-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560230|		2025/8	33.92
				149548646-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106003 |560340|		2025/8	419.23
						Total For Check # 326188			**717.16**
02/06/2025	326190	268	SOUTHERN TIRE MART	3500252520	UNIT # 1534	1105300 |540200|		2025/8	480.00
				3500252773	UNIT # 1595 - BRIAN	1106000 |540200|		2025/8	285.47
						Total For Check # 326190			**765.47**
02/06/2025	326194	2712	STONEY CREEK CONFERENCE CENTER	12/7/2024	BEO#28586762 12/7/2024 2024 COBA AWARDS BANQUET	1101700 |550890|	2517160	2025/8	2,228.31
						Total For Check # 326194			**2,228.31**
02/06/2025	326196	478	TAHRA	333134023	333134023 JAN 28, 2025	1101102 |530110|		2025/8	25.00
						Total For Check # 326196			**25.00**
02/06/2025	326200	3010	TRIHEDRAL INC	US-8087	SERVER PREMIUM RENEWAL VTSCADA MAIN.	1101200 |540550|		2025/8	1,199.25
						Total For Check # 326200			**1,199.25**
02/06/2025	326201	1230	TULSA COUNTY ADMINISTRATIVE SVCS	10011816	10011816	1105300 |550360|		2025/8	256.54

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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 326201			**256.54**
02/06/2025	326203	949	TULSA WINNELSON COMPANY	587297 01	BLANKET PO MISC. PLUMBING SUPPLIES	1101700 |560180|		2025/8	184.90
				586794 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 |560180|		2025/8	169.38
				588235 01	BLANKET PO MISC. PLUMBING SUPPLIES	1105300 |560180|		2025/8	221.26
				576783 01	BLANKET PO MISC. PLUMBING SUPPLIES	1105300 |560230|		2025/8	108.30
						Total For Check # 326203			**683.84**
02/06/2025	326207	2487	TYLER TECHNOLOGIES INC	025-485137	CITY COUNCIL APPROVED 08/05/2024	1101400 |540550|		2025/8	14,233.20
				045-474530	045-474530	1101501 |540550|		2025/8	2,000.00
						Total For Check # 326207			**16,233.20**
02/06/2025	326212	819	VANCE BROTHERS LLC	IP00034629	BLANKET PO FOR ROAD OIL SSI	1105300 |560800|		2025/8	168.30
						Total For Check # 326212			**168.30**
02/06/2025	326214	1169	VERIZON	6104149578	521088636-0001 JAN 21, 2025	1101200 |550540|		2025/8	40.01
						Total For Check # 326214			**40.01**
02/06/2025	326220	1095	WINDSTREAM	101118081 01222025	FY25 ANNUAL AGREEMENT	1106000 |550220|		2025/8	90.39
				100755590 01222025	FY25 ANNUAL AGREEMENT	1106002 |550220|		2025/8	43.67
						Total For Check # 326220			**134.06**
02/07/2025	326223	4904	AMERITAS LIFE INSURANCE CORP.	149332	Payroll Run 1 - Warrant 250131	110 |218240|		2025/7	2,674.17
						Total For Check # 326223			**2,674.17**
02/07/2025	326224	4479	DAVID GRAHAM PARKER	T&A 01292025A	REIMBURSEMENT FOR TRAVEL EXPENSES	1101010 |530110|		2025/8	1,364.30
				T&A 01292025A	REIMBURSEMENT FOR TRAVEL	1101010 |550030|		2025/8	1,339.21

City of Broken Arrow
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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					EXPENSES				
						Total For Check # 326224			2,703.51
						Total For Fund 110			208,502.99
						Number of Invoices For Fund 110			496

City of Broken Arrow
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Fund 227

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
01/30/2025	325958	5131	KEVIN BEHE	12686	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/7	1.24
				12675	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/7	1.24
				12672	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/7	1.56
				12664	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/7	1.56
				12692	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/7	1.24
				12687	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/7	2.49
						Total For Check # 325958			**9.33**
01/30/2025	325973	98	OKLAHOMA NATURAL GAS CO	180052518 01232025	210104103 1800525 18 JAN 23, 2025 123 N MAIN ST	2271700 |550240|		2025/7	78.32
						Total For Check # 325973			**78.32**
01/30/2025	325978	5265	PRETTY GOOD AT DRINKING BEER	0000156	0000156 OCT 20, 2024	2271700 |550100|		2025/7	1,200.00
						Total For Check # 325978			**1,200.00**
02/06/2025	326054	149	AMERICAN ELECTRIC POWER/PSO	393-103-0-6 01222025	959-393-103-0-6 JAN 22 2025 123 N MAIN	2271700 |550250|		2025/8	61.99
						Total For Check # 326054			**61.99**
02/06/2025	326086	882	COX COMMUNICATIONS	076689001 01242025	001 6311 076689001 JAN 24, 2025 123 N MAIN ST	2271700 |550540|		2025/8	54.49
						Total For Check # 326086			**54.49**
02/06/2025	326142	3081	METRO TULSA HOTEL & LODGING ASSOC.	2739	2739 JAN 27, 2025	2271700 |550030|		2025/8	60.00
						Total For Check # 326142			**60.00**
						Total For Fund 227			**1,464.13**
						Number of Invoices For Fund 227			**11**

City of Broken Arrow
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Fund 330

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
01/30/2025	325916	4698	CHRISTMAS DESIGNERS.COM	015274	B-VB-18-RGT 18" red velvet with gold trim Christma	3306000 |570170|	2560220	2025/7	729.60
						Total For Check # 325916			**729.60**
01/30/2025	325961	4452	L3HARRIS TECHNOLOGIES INC	93445546	Batteries and Antennas for XL-400P - SW1053H	3303501 |570170|	2535090	2025/7	10,277.29
						Total For Check # 325961			**10,277.29**
01/30/2025	325988	2144	SITE ONE LANDSCAPE SUPPLY LLC	148528980-001	ESPLXME2 Rain Bird controller next gen, traditiona	3306000 |570040|	2560110	2025/7	1,628.80
						Total For Check # 325988			**1,628.80**
01/30/2025	326012	2072	WALLACE DESIGN COLLECTIVE PC	256240	Fire Station 5 Seperator lid	3303501 |570150|	2435030	2025/7	3,392.50
						Total For Check # 326012			**3,392.50**
02/06/2025	326091	634	DELL MARKETING L.P.	10791978469	Cellular Routers for Main Street Lighting Project	3301700 |570150|	2317090	2025/8	18,800.54
						Total For Check # 326091			**18,800.54**
02/06/2025	326131	976	KNOX COMPANY	INV-KA-348151	MOUNTING BRACKETS FOR 2 NEW AMBULANCES	3303502 |570020|	2535230	2025/8	2,609.00
						Total For Check # 326131			**2,609.00**
02/06/2025	326206	333	TURNER ROOFING & SHEET METAL INC	INV015583	CITY COUNCIL APPROVED 12/03/2024	3301700 |570150|	2517180	2025/8	95,569.00
						Total For Check # 326206			**95,569.00**
02/06/2025	326207	2487	TYLER TECHNOLOGIES INC	025-485137	CITY COUNCIL APPROVED 08/05/2024	3301400 |570170|	2514010	2025/8	100,000.00
						Total For Check # 326207			**100,000.00**
02/06/2025	326213	868	COUNTRY FORD-MERCURY INC	83350	CITY COUNCIL APPROVED 08/05/2024	3303501 |570020|	2535030	2025/8	74,989.30
				83350-U	Line-x for New F350 DRW Unit	3303501 |570020|	2535030	2025/8	1,294.00
						Total For Check # 326213			**76,283.30**

City of Broken Arrow
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Fund 330

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Fund 330			309,290.03
						Number of Invoices For Fund 330			10

City of Broken Arrow
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Fund 332

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/06/2025	326191	1131	SPRING CREEK NURSERY	215674	BLANKET PO FOR NURSERY STOCK	3326000 |570170|	PKDONA	2025/8	160.00
				215673	BLANKET PO FOR NURSERY STOCK	3326000 |570170|	PKDONA	2025/8	160.00
						Total For Check # 326191			**320.00**
						Total For Fund 332			**320.00**
						Number of Invoices For Fund 332			**2**

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Fund 342

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
01/30/2025	325895	149	AMERICAN ELECTRIC POWER/PSO	158-339-0-2 01162025	956-158-339-0-2 JAN 16, 2025 2398 E HOUSTON ST	3425300 |550250|		2025/7	86.83
				851-307-0-7 01102025	959-851-307-0-7 JAN 10, 2025 19951 1/2 E HWY 51	3425300 |550250|		2025/7	6.07
				883-018-0-0 01152025	959-883-018-0-0 JAN 15, 2025 22408 E HWY 51	3425300 |550250|		2025/7	54.54
				959-474-0-9 01162025	955-959-474-0-9 JAN 16, 2025 2400 N 23RD ST	3425300 |550250|		2025/7	64.59
						Total For Check # 325895			**212.03**
01/30/2025	325920	4543	COBALT COMPANIES	PA 7 TS21320	Signalization Pole Improvement	3425310 |570150|	2453180	2025/7	24,295.00
						Total For Check # 325920			**24,295.00**
02/06/2025	326054	149	AMERICAN ELECTRIC POWER/PSO	343-742-0-7 01202025	FY25 ANNUAL AGREEMENT	3425300 |550250|		2025/8	63.89
				662-793-0-3 01212025	955-662-793-0-3 JAN 21, 2025 3399 S ELM PL	3425300 |550250|		2025/8	165.82
				146-862-0-5 01212025	953-146-862-0-5 JAN 21, 2025 1897 S ELM AVE	3425300 |550250|		2025/8	68.37
				913-008-1-1 01212025	953-913-008-1-1 JAN 21 2025 324 N MAIN	3425300 |550250|		2025/8	159.13
				502-247-0-5 01222025	FY25 ANNUAL AGREEMENT	3425300 |550250|		2025/8	53.68
						Total For Check # 326054			**510.89**
02/06/2025	326198	4437	TLS GROUP INC	225905*01	225905*01	3425300 |540280|		2025/8	19,000.00
						Total For Check # 326198			**19,000.00**
02/06/2025	326208	1324	ULINE	188466765	RACK BEAM & WIRE DECKING-GARY HARRIS	3425300 |560230|		2025/8	2,698.39
						Total For Check # 326208			**2,698.39**
						Total For Fund 342			**46,716.31**
						Number of Invoices For Fund 342			**12**

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Fund 343

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
01/30/2025	325902	4846	APAC-CENTRAL, INC.	7002174264	BLANKET PO FOR ASHPALT	3435300 |570150|	ST25260	2025/7	26,947.76
						Total For Check # 325902			**26,947.76**
01/30/2025	325939	3683	GFAC TEXAS PLLC	5947	5947 DEC 23, 2024	3435300 |570150|	ST24270	2025/7	8,300.00
						Total For Check # 325939			**8,300.00**
						Total For Fund 343			**35,247.76**
						Number of Invoices For Fund 343			**2**

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Fund 344

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
01/30/2025	325876	5168	LANCE C. ARNOLD	EMP 12252024	EMPLOYEE REIMBURSEMENT - DEC 25, 2024	3443001 |530850|		2025/7	270.00
						Total For Check # 325876			**270.00**
01/30/2025	325889	4683	SHANNON WALSH	100A	SING THE NATIONAL ANTHEM AT POLICE GRAD	3443001 |550890|		2025/7	200.00
						Total For Check # 325889			**200.00**
01/30/2025	325893	1335	911 CUSTOM	58052	Lights and bracket needed for post grappler instal	3443001 |560200|		2025/7	797.06
						Total For Check # 325893			**797.06**
01/30/2025	325895	149	AMERICAN ELECTRIC POWER/PSO	086-363-1-7 01162025	951-086-363-1-7 JAN 16, 2025	3443001 |550250|		2025/7	28.76
						Total For Check # 325895			**28.76**
01/30/2025	325898	4935	AMAZON.COM SALES INC	1WGP-3F3F-JL4C	BLANKET PO	3443001 |560230|		2025/7	73.01
				1YV9-6J3V-1YGT	BLANKET PO	3443009 |560180|		2025/7	-21.98
				1GFR-GY3X-V3KG	BLANKET PO	3443001 |560200|		2025/7	19.99
				1F9G-TXFD-MNC3	BLANKET PO	3443001 |560030|		2025/7	63.37
				1MVF-1VM9-MKDV	BLANKET PO	3443001 |560230|		2025/7	55.44
				1VPR-TQ9Y-Y1QX	Office Supplies	3443001 |560030|		2025/7	80.19
						Total For Check # 325898			**270.02**
01/30/2025	325901	4934	CW PRODUCTS	SA5770282	Toy Car Keychains for PRU	3443001 |550280|		2025/7	439.50
						Total For Check # 325901			**439.50**
01/30/2025	325911	4584	BROKEN ARROW PET RESORT & SPA, LLC	29218	BOARDING FOR K9 THOR AND K9 GHOST DUG & DEC 2024	3443001 |530870|		2025/7	165.00
						Total For Check # 325911			**165.00**
01/30/2025	325918	1391	CLEAN THE UNIFORM CO OKLAHOMA	52114510	Rugs for PSC and Training Center for FY25	3443001 |540330|		2025/7	4.78
				52114511	Rugs for PSC and Training Center for FY25	3443001 |540330|		2025/7	4.71

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				52116737	Rugs for PSC and Training Center for FY25	3443001 |540330|		2025/7	4.71
				52116736	Rugs for PSC and Training Center for FY25	3443001 |540330|		2025/7	4.71
				52116735	Rugs for PSC and Training Center for FY25	3443009 |540330|		2025/7	3.92
						Total For Check # 325918			**22.83**
01/30/2025	325922	4896	WA BUTLR COMPANY	DA57662	Medical Supplies & Medicine for the Animal Shelter	3443009 |560230|		2025/7	479.80
						Total For Check # 325922			**479.80**
01/30/2025	325931	5203	FELT RIGHT LLC	D11315	More Sound Deadening Panels for Podcast Room	3443001 |560180|		2025/7	268.50
						Total For Check # 325931			**268.50**
01/30/2025	325942	4963	GLASS WORKS INC.	35022	BLANKET PO FOR GLASS REPAIR	3443001 |540200|		2025/7	334.00
						Total For Check # 325942			**334.00**
01/30/2025	325956	4613	JOSEPH Z EATON	100	GRAPPLER PIT BAR INSTALL	3443001 |540200|		2025/7	1,250.00
						Total For Check # 325956			**1,250.00**
01/30/2025	325958	5131	KEVIN BEHE	12686	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/7	3.21
				12686	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/7	0.21
				12675	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/7	3.21
				12675	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/7	0.21
				12672	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/7	4.02
				12672	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/7	0.26
				12664	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/7	4.01

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				12664	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/7	0.26
				12692	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/7	3.21
				12692	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/7	0.21
				12687	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/7	6.42
				12687	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/7	0.41
						Total For Check # 325958			**25.64**
01/30/2025	325971	25	NAPA AUTO PARTS	012506	7060	3443001 |560200|		2025/7	8.30
				012506	20811	3443001 |560210|		2025/7	47.22
				012506	115	3443001 |560210|		2025/7	28.88
				012506	5W20BULK	3443001 |560210|		2025/7	47.32
				012506	92506	3443001 |560210|		2025/7	2.43
				012512	25060820	3443001 |560200|		2025/7	24.62
				012512	38323	3443001 |560200|		2025/7	47.49
				012512	38082	3443001 |560200|		2025/7	28.10
				012512	38018	3443001 |560200|		2025/7	13.32
				012513	9L3Z1A189A	3443001 |560190|		2025/7	74.33
				012516	FR3Z1A189C	3443001 |560190|		2025/7	74.33
				012521	94806	3443001 |560200|		2025/7	18.82
				012521	IC633	3443001 |560200|		2025/7	312.48
				012521	239183	3443001 |560200|		2025/7	158.34
				012527	7502	3443001 |560200|		2025/7	4.15
				012527	RTU1EXT	3443001 |560210|		2025/7	8.61
				012527	20811	3443001 |560210|		2025/7	23.61
				012527	115	3443001 |560210|		2025/7	14.44
				012527	5W20BULK	3443001 |560210|		2025/7	20.28

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				012529	RTU1DEX	3443001 |560210|		2025/7	9.30
				012533	94806	3443001 |560200|		2025/7	37.64
				012542	2032BP2	3443001 |560200|		2025/7	6.33
				012362	F011688	3443001 |560190|		2025/7	142.13
				012367	7060	3443001 |560200|		2025/7	4.15
				012367	20811	3443001 |560210|		2025/7	23.61
				012367	115	3443001 |560210|		2025/7	14.44
				012367	5W20BULK	3443001 |560210|		2025/7	23.66
				012371	100255	3443001 |560210|		2025/7	4.15
				012371	20811	3443001 |560210|		2025/7	23.61
				012371	115	3443001 |560210|		2025/7	14.44
				012371	0W20BULK	3443001 |560210|		2025/7	28.64
				012376	EC506	3443001 |560200|		2025/7	6.42
				012376	EC935	3443001 |560200|		2025/7	41.38
				012385	7502	3443001 |560200|		2025/7	4.15
				012385	20811	3443001 |560210|		2025/7	23.61
				012385	115	3443001 |560210|		2025/7	14.44
				012385	5W20BULK	3443001 |560210|		2025/7	20.28
				012389	68334877AA	3443001 |560200|		2025/7	70.36
				012390	68499217AA	3443001 |560200|		2025/7	28.66
				012393	100255	3443001 |560200|		2025/7	4.15
				012393	MINUS20	3443001 |560210|		2025/7	2.72
				012393	20811	3443001 |560210|		2025/7	23.61
				012393	115	3443001 |560210|		2025/7	14.44
				012393	0W20BULK	3443001 |560210|		2025/7	28.64
						Total For Check # 325971			**1,572.03**
01/30/2025	325973	98	OKLAHOMA NATURAL GAS CO	111367300 01222025	210119810 1113673 00 JAN 22, 2025 695 E KENOSHA ST	3443001 |550240|		2025/7	30.74

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				114669973 01212025	210155304 1146699 73 JAN 21, 2025 2304 S 1ST PL	3443001 |550240|		2025/7	654.29
				111356536 01212025	210104103 1113565 36 JAN 21, 2025 2302 S 1ST PL	3443001 |550240|		2025/7	734.74
						Total For Check # 325973			**1,419.77**
01/30/2025	325983	3827	ROBINSON GLASS OF TULSA INC	2-297889	New Windshield for Unit 2228	3443001 |540200|		2025/7	678.48
						Total For Check # 325983			**678.48**
01/30/2025	325987	81	SHERWIN WILLIAMS CO	41965163731224	BLANKET PO FOR PAINT SUPPLIES	3443008 |560180|		2025/7	97.98
						Total For Check # 325987			**97.98**
01/30/2025	325992	3932	SOONER LOCK & KEY INC	118192562	BLANKET PO FOR KEYS	3443001 |540200|		2025/7	87.72
						Total For Check # 325992			**87.72**
01/30/2025	325994	4917	FIRST RESPONDER OUTFITTERS, INC	176094-1	Academy Class 2024-01 Uniform Gear	3443001 |560100|		2025/7	167.96
				175477-1	Badges for New PD Chief	3443001 |560100|		2025/7	303.98
				175856-1	Academy Class 2024-01 Class B Uniforms	3443001 |560100|		2025/7	306.00
						Total For Check # 325994			**777.94**
01/30/2025	326010	4810	VELOCITY SYSTEMS	76772	Plate Carrier for New SRT Members	3443001 |560110|		2025/7	2,078.00
						Total For Check # 326010			**2,078.00**
02/06/2025	326016	856	AMERICAN FIDELITY ASSURANCE CO.	149326	Payroll Run 1 - Warrant 250131	344 |218420|		2025/7	200.28
				149326	Payroll Run 1 - Warrant 250131	344 |218430|		2025/7	180.50
						Total For Check # 326016			**380.78**
02/06/2025	326018	3111	BRITTANY MCCOY	PDR 02122025	PER DIEM HONOR GUARD TRAINING MOORE OK FEB 12 2025	3443001 |550030|		2025/8	34.00
						Total For Check # 326018			**34.00**

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02/06/2025	326019	2283	CALEB SHERMAN	PDR 02122025	PER DIEM HONOR GUARD TRAINING MOORE OK FEB 12 2025	3443001 |550030|		2025/8	34.00
						Total For Check # 326019			**34.00**
02/06/2025	326020	2285	CHRISTOPHER PELLEGRINO	PDR 02122025	PER DIEM HONOR GUARD TRAINING MOORE OK FEB 12 2025	3443001 |550030|		2025/8	34.00
						Total For Check # 326020			**34.00**
02/06/2025	326023	1319	COMMUNITY CARE EAP	149328	Payroll Run 1 - Warrant 250131	344 |218560|		2025/7	211.60
						Total For Check # 326023			**211.60**
02/06/2025	326024	2101	CONNER ROBINSON	PDR 02122025	PER DIEM HONOR GUARD TRAINING MOORE OK FEB 12 2025	3443001 |550030|		2025/8	34.00
						Total For Check # 326024			**34.00**
02/06/2025	326027	1817	JAMES KOCH	PDR 02122025	PER DIEM HONOR GUARD TRAINING MOORE OK FEB 12 2025	3443001 |550030|		2025/8	34.00
						Total For Check # 326027			**34.00**
02/06/2025	326028	947	JOHN DANIELS	PDR 02122025	PER DIEM HONOR GUARD TRAINING MOORE OK FEB 12 2025	3443001 |550030|		2025/8	34.00
						Total For Check # 326028			**34.00**
02/06/2025	326029	4013	JOSE DIAZ	PDR 02122025	PER DIEM HONOR GUARD TRAINING MOORE OK FEB 12 2025	3443001 |550030|		2025/8	34.00
						Total For Check # 326029			**34.00**
02/06/2025	326031	159	PRE-PAID LEGAL SERVICES, INC.	149324	Payroll Run 1 - Warrant 250131	344 |218100|		2025/7	914.47
						Total For Check # 326031			**914.47**
02/06/2025	326033	2104	NICHOLAS JORDAN	PDR 02122025	PER DIEM HONOR GUARD TRAINING MOORE OK FEB 12 2025	3443001 |550030|		2025/8	34.00
						Total For Check # 326033			**34.00**
02/06/2025	326040	5276	PAUL EVERETT BOWMAN JR	100	DRUMMER FOR POLICE GRADUATION	3443001 |550890|		2025/8	200.00

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						Total For Check # 326040			**200.00**
02/06/2025	326041	2894	RODNEY GARNER	PDR 02122025	PER DIEM HONOR GUARD TRAINING MOORE OK FEB 12 2025	3443001 |550030|		2025/8	34.00
						Total For Check # 326041			**34.00**
02/06/2025	326043	3628	STAN LACKEY	100	DRUMMER FOR POLICE GRADUATION	3443001 |550890|		2025/8	200.00
						Total For Check # 326043			**200.00**
02/06/2025	326044	1987	SURENCY LIFE & HEALTH INS. CO.	149330	Payroll Run 1 - Warrant 250131	344 |218460|		2025/7	266.50
						Total For Check # 326044			**266.50**
02/06/2025	326048	1369	ZACHARY VICK	PDR 02122025	PER DIEM HONOR GUARD TRAINING MOORE OK FEB 12 2025	3443001 |550030|		2025/8	34.00
						Total For Check # 326048			**34.00**
02/06/2025	326049	1335	911 CUSTOM	58976	Vehicle Equipment for New PD Vehicles	3443001 |570020|	2530180	2025/8	9,072.00
						Total For Check # 326049			**9,072.00**
02/06/2025	326051	5228	A. FRICKER ROOFING LLC	2223-2545	ROOF REPAIR AT JAIL	3443008 |540070|		2025/8	3,399.20
						Total For Check # 326051			**3,399.20**
02/06/2025	326054	149	AMERICAN ELECTRIC POWER/PSO	757-559-09 01212025	FY25 ANNUAL AGREEMENT 8 PYMTS	3443001 |550250|		2025/8	182.35
						Total For Check # 326054			**182.35**
02/06/2025	326058	4935	AMAZON.COM SALES INC	1L7K-ML9Y-9TXH	Solid State Drive Devices for Training Center	3443001 |560030|		2025/8	445.00
				1MT4-YPLF-7D7P	Office Supplies	3443001 |560030|		2025/8	15.21
				1PKV-HWYN-1Y36	Wireless Keyboard and Mouse for Chief Arnold	3443001 |560030|		2025/8	29.93
				1V74-1QNP-3CR9	Adapters for PD Tesla's for Fast Charging	3443001 |560200|		2025/8	118.00
				17DV-7LX6-3YFV	ITEM: Digital Electronic Display Portable	3443009 |560230|		2025/8	39.99

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					Dog Cat				
				171D-DHY1-6Q7D	Wireless Microphone Set for CID	3443001 |560230|		2025/8	149.00
						Total For Check # 326058			**797.13**
02/06/2025	326073	19	BROKEN ARROW ELECTRIC SUPPLY INC	S3292259.001	BLANKET PO FOR MISC ELECTRICAL	3443001 |560180|		2025/8	15.80
						Total For Check # 326073			**15.80**
02/06/2025	326081	37	CINTAS CORPORATION	5250952203	BLANKET PO FOR MEDICAL SUPPLIES	3443001 |560230|		2025/8	119.33
						Total For Check # 326081			**119.33**
02/06/2025	326082	996	CITY OF BROKEN ARROW	149327	Payroll Run 1 - Warrant 250131	344 |218180|		2025/7	1,458.30
				149327	Payroll Run 1 - Warrant 250131	344 |218360|		2025/7	11,421.82
						Total For Check # 326082			**12,880.12**
02/06/2025	326086	882	COX COMMUNICATIONS	076689001 01242025	001 6311 076689001 JAN 24, 2025 1101 N 6TH ST	3443001 |550220|		2025/8	592.47
				076689001 01242025	001 6311 076689001 JAN 24, 2025 4121 E OMAHA ST	3443009 |550220|		2025/8	76.17
				076689001 01242025	001 6311 076689001 JAN 24, 2025 4205 E OMAHA ST	3443001 |550540|		2025/8	287.81
				076689001 01242025	001 6311 076689001 JAN 24, 2025 1101 N 6TH ST	3443001 |550540|		2025/8	1,535.00
				076689001 01242025	001 6311 076689001 JAN 24, 2025 1101 N 6TH ST	3443001 |550540|		2025/8	178.31
				076689001 01242025	001 6311 076689001 JAN 24, 2025 4121 E OMAHA ST	3443009 |550540|		2025/8	5.27
						Total For Check # 326086			**2,675.03**
02/06/2025	326100	1231	AT&T MOBILITY LLC	DVR122024	ACCT 500634737 12/5/24-1/4/25	3443001 |550540|		2025/8	879.25
						Total For Check # 326100			**879.25**
02/06/2025	326108	4963	GLASS WORKS INC.	36645	BLANKET PO FOR GLASS REPAIR	3443001 |540200|		2025/8	3,509.00

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						Total For Check # 326108			**3,509.00**
02/06/2025	326111	4344	GORFAM MARKETING INC	76670	SOT Uniforms	3443001 |560100|		2025/8	237.75
						Total For Check # 326111			**237.75**
02/06/2025	326119	4320	HILL'S PET NUTRITION SALES INC	251930087	Food for the animals	3443009 |560230|		2025/8	223.27
				252008099	Food for the animal shelter	3443009 |560230|		2025/8	72.10
						Total For Check # 326119			**295.37**
02/06/2025	326125	115	INCOG	E-002299	FEB 25 BILLING	3443006 |550220|		2025/8	13,199.83
						Total For Check # 326125			**13,199.83**
02/06/2025	326126	23	J D YOUNG COMPANY INC	1250834	LEASE & USAGE CHARGE FY25	3443001 |540330|		2025/8	384.45
				1250834	LEASE & USAGE CHARGE FY25	3443006 |540330|		2025/8	94.06
				1250834	LEASE & USAGE CHARGE FY25	3443008 |540330|		2025/8	87.60
				1250834	LEASE & USAGE CHARGE FY25	3443009 |540330|		2025/8	87.60
				1250834	LEASE & USAGE CHARGE FY25	3443010 |540330|		2025/8	208.24
				1250834	LEASE & USAGE CHARGE FY25	3443001 |540550|		2025/8	378.37
				1250834	LEASE & USAGE CHARGE FY25	3443006 |540550|		2025/8	8.25
				1250834	LEASE & USAGE CHARGE FY25	3443008 |540550|		2025/8	0.87
				1250834	LEASE & USAGE CHARGE FY25	3443009 |540550|		2025/8	2.11
				1250834	LEASE & USAGE CHARGE FY25	3443010 |540550|		2025/8	71.87
				1250834	LEASE & USAGE CHARGE FY25	3443001 |560230|		2025/8	8.18
				1250834	LEASE & USAGE CHARGE FY25	3443006 |560230|		2025/8	2.00

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				1250834	LEASE & USAGE CHARGE FY25	3443008 |560230|		2025/8	4.09
				1250834	LEASE & USAGE CHARGE FY25	3443009 |560230|		2025/8	2.00
				1250834	LEASE & USAGE CHARGE FY25	3443010 |560230|		2025/8	2.06
						Total For Check # 326126			**1,341.75**
02/06/2025	326132	3876	KRISTI WITTLICH	JAN 31, 2025	Professional Services Veterinary Consult	3443009 |530870|		2025/8	542.00
						Total For Check # 326132			**542.00**
02/06/2025	326138	131	LOCKE SUPPLY COMPANY	54622803-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	3443001 |560180|		2025/8	52.00
						Total For Check # 326138			**52.00**
02/06/2025	326139	2355	LOCKEDINRN	1/20/25	Inmate Care - Nurse Contract 1/20-24/2025	3443008 |530870|		2025/8	307.08
				01272025	Inmate Care - Nurse Contract	3443008 |530870|		2025/8	307.08
						Total For Check # 326139			**614.16**
02/06/2025	326147	4777	MWI VETERINARY SUPPLY CO	59055531	Medical Supplies & Medicine for the Animal Shelter	3443009 |560230|		2025/8	115.28
				59067224	Medical Supplies & Medicine for the Animal Shelter	3443009 |560230|		2025/8	346.00
						Total For Check # 326147			**461.28**
02/06/2025	326148	25	NAPA AUTO PARTS	012665	85140320	3443001 |560200|		2025/8	105.87
				012665	87866865	3443001 |560200|		2025/8	398.21
				012722	F000702	3443001 |560190|		2025/8	322.32
				012743	860	3443001 |560200|		2025/8	10.94
				012743	FT880983	3443001 |560200|		2025/8	125.88
				012743	FT8825	3443001 |560200|		2025/8	56.16
				012743	FT8855	3443001 |560200|		2025/8	57.24

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				012758	F008921	3443001 |560190|		2025/8	369.34
				12202	DG1Z1015ACP	3443001 |560190|		2025/8	253.27
				12204	F000702	3443001 |560190|		2025/8	148.60
				12205	F000702	3443001 |560190|		2025/8	148.60
				12414	F008921	3443001 |560190|		2025/8	738.68
				12440	9849	3443001 |560200|		2025/8	195.24
				12440	9849	3443001 |560200|		2025/8	18.00
				12440	9849	3443001 |560200|		2025/8	-18.00
				12452	9849	3443001 |560200|		2025/8	195.24
				12452	9849	3443001 |560200|		2025/8	18.00
				12455	87866865	3443001 |560200|		2025/8	398.21
				12622	F012114	3443001 |560190|		2025/8	544.40
				12622	2032BP2	3443001 |560200|		2025/8	6.33
				12623	276047	3443001 |560200|		2025/8	322.72
				12625	AT4Z9E926B	3443001 |560200|		2025/8	192.32
				12853	12629992	3443001 |560200|		2025/8	427.30
				10821	PARTS	3443001 |560200|		2025/8	395.94
				10796	PARTS	3443001 |560200|		2025/8	165.03
						Total For Check # 326148			**5,595.84**
02/06/2025	326149			012636	7502	3443001 |560200|		2025/8	4.15
				012636	20811	3443001 |560210|		2025/8	23.61
				012636	115	3443001 |560210|		2025/8	14.44
				012636	5W20BULK	3443001 |560210|		2025/8	20.28
				012725	8465AAA	3443001 |560200|		2025/8	129.51
				012725	8465AAA	3443001 |560200|		2025/8	18.00
				012725	8465AAA	3443001 |560200|		2025/8	-18.00
				012742	BB5Z7803137AA	3443001 |560200|		2025/8	76.67
				12188	EC935	3443001 |560200|		2025/8	41.38

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				12190	7502	3443001 |560200|		2025/8	4.15
				12190	20811	3443001 |560210|		2025/8	23.61
				12190	115	3443001 |560210|		2025/8	14.44
				12190	5W20BULK	3443001 |560210|		2025/8	20.28
				12192	7060	3443001 |560200|		2025/8	4.15
				12192	20811	3443001 |560210|		2025/8	23.61
				12192	115	3443001 |560210|		2025/8	14.44
				12192	5W30BULK	3443001 |560210|		2025/8	22.86
				12195	7502	3443001 |560200|		2025/8	4.15
				12195	4068	3443001 |560200|		2025/8	5.22
				12195	6935	3443001 |560200|		2025/8	9.34
				12195	20811	3443001 |560210|		2025/8	23.61
				12195	115	3443001 |560210|		2025/8	14.44
				12195	5W20BULK	3443001 |560210|		2025/8	20.28
				12203	7502	3443001 |560200|		2025/8	4.15
				12203	20811	3443001 |560210|		2025/8	23.61
				12203	115	3443001 |560210|		2025/8	14.44
				12203	5W20BULK	3443001 |560210|		2025/8	27.04
				12233	7502	3443001 |560200|		2025/8	4.15
				12233	115	3443001 |560210|		2025/8	14.44
				12233	20811	3443001 |560210|		2025/8	23.61
				12233	5W20BULK	3443001 |560210|		2025/8	20.28
				12234	7060	3443001 |560200|		2025/8	4.15
				12234	20811	3443001 |560210|		2025/8	23.61
				12234	115	3443001 |560210|		2025/8	14.44
				12234	5W20BULK	3443001 |560210|		2025/8	23.66
				12408	100255	3443001 |560200|		2025/8	4.15
				12408	20811	3443001 |560210|		2025/8	23.61

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				12408	115	3443001 |560210|		2025/8	14.44
				12408	0W20BULK	3443001 |560210|		2025/8	28.64
				12428	100255	3443001 |560200|		2025/8	4.15
				12428	20811	3443001 |560210|		2025/8	23.61
				12428	115	3443001 |560210|		2025/8	14.44
				12428	0W20BULK	3443001 |560210|		2025/8	28.64
				12450	860	3443001 |560200|		2025/8	10.94
				12450	85140320	3443001 |560200|		2025/8	105.87
				12604	7060	3443001 |560200|		2025/8	4.15
				12604	20811	3443001 |560210|		2025/8	23.61
				12604	115	3443001 |560210|		2025/8	14.44
				12604	5W20BULK	3443001 |560210|		2025/8	23.66
				12606	7060	3443001 |560200|		2025/8	4.15
				12606	20811	3443001 |560210|		2025/8	23.61
				12606	115	3443001 |560210|		2025/8	14.44
				12606	5W20BULK	3443001 |560210|		2025/8	23.66
				12607	100255	3443001 |560200|		2025/8	4.15
				12607	20811	3443001 |560210|		2025/8	23.61
				12607	115	3443001 |560210|		2025/8	14.44
				12607	0W20BULK	3443001 |560210|		2025/8	28.64
				12608	7060	3443001 |560200|		2025/8	4.15
				12608	4017	3443001 |560200|		2025/8	7.85
				12608	9756	3443001 |560200|		2025/8	14.53
				12608	20811	3443001 |560210|		2025/8	23.61
				12608	115	3443001 |560210|		2025/8	14.44
				12608	5W20BULK	3443001 |560210|		2025/8	23.66
				12852	BB5Z7820554AC	3443001 |560200|		2025/8	80.57
				10787	PARTS	3443001 |560200|		2025/8	26.53

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				10787	PARTS	3443001 |560210|		2025/8	61.71
				10806	PARTS	3443001 |560200|		2025/8	4.15
				10806	PARTS	3443001 |560210|		2025/8	58.33
				10798	PARTS	3443001 |560200|		2025/8	4.15
				10798	PARTS	3443001 |560210|		2025/8	59.53
				10803	PARTS	3443001 |560200|		2025/8	101.81
				10804	PARTS	3443001 |560200|		2025/8	4.15
				10804	PARTS	3443001 |560210|		2025/8	61.71
				10805	PARTS	3443001 |560200|		2025/8	4.15
				10805	PARTS	3443001 |560210|		2025/8	66.69
				10812	PARTS	3443001 |560200|		2025/8	18.71
				10812	PARTS	3443001 |560210|		2025/8	58.33
						Total For Check # 326149			**1,872.01**
02/06/2025	326150			12215	EC506	3443001 |560200|		2025/8	6.42
				12236	1255H11N	3443001 |560200|		2025/8	8.58
				12409	9005N	3443001 |560200|		2025/8	7.32
				12411	4017	3443001 |560200|		2025/8	7.85
				12411	MINUS20	3443001 |560210|		2025/8	2.72
				12609	9005N	3443001 |560200|		2025/8	7.32
				12609	60211B	3443001 |560200|		2025/8	9.98
				12609	60221B	3443001 |560200|		2025/8	9.98
				10808	PARTS	3443001 |560230|		2025/8	7.77
				10818	PARTS	3443001 |560200|		2025/8	28.76
						Total For Check # 326150			**96.70**
02/06/2025	326185	4780	JOSEPH WILLIAM JOHNSON	AFAB593D-0002	Restock on PD's Supply of Shatterballs	3443001 |560230|		2025/8	410.00
						Total For Check # 326185			**410.00**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/06/2025	326192	4045	STEPHANIE BRADLEY	215	Professional Services by Dr. Bradley DVM	3443009 |530870|		2025/8	750.00
						Total For Check # 326192			**750.00**
02/06/2025	326197	1266	TIGER WINDOW TINTING	INV-1354	WINDOW TINE FOR UNIT 1907	3443001 |540200|		2025/8	248.40
						Total For Check # 326197			**248.40**
02/06/2025	326214	1169	VERIZON	6104149578	521088636-0001 JAN 21, 2025	3443001 |550540|		2025/8	40.01
				6104149578	521088636-0001 JAN 21, 2025	3443001 |550540|		2025/8	40.01
				6104149578	521088636-0001 JAN 21, 2025	3443001 |550540|		2025/8	45.02
						Total For Check # 326214			**125.04**
02/06/2025	326220	1095	WINDSTREAM	100642705 01282025	FY25 ANNUAL AGREEMENT	3443001 |550220|		2025/8	304.45
						Total For Check # 326220			**304.45**
						Total For Fund 344			**73,452.17**
						Number of Invoices For Fund 344			**269**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
01/30/2025	325863	664	ANDREW FIELD	MLG 12312024	MILEAGE REIMBURSEMENT - DEC 31, 2024	3453501 |550030|		2025/7	5.49
						Total For Check # 325863			**5.49**
01/30/2025	325867	3050	JACE JACKSON	MLG 12312024	MILEAGE REIMBURSEMENT - DEC 31, 2024	3453501 |550030|		2025/7	101.81
						Total For Check # 325867			**101.81**
01/30/2025	325868	3389	JACOB TIDWELL	EMP 01222025	EMPLOYEE REIMBURSEMENT - JAN 22, 2025	3453501 |560100|		2025/7	209.99
				MLG 12312024	MILEAGE REIMBURSEMENT - DEC 31, 2024	3453501 |550030|		2025/7	37.52
						Total For Check # 325868			**247.51**
01/30/2025	325869	4432	JASON SADOFSKY	MLG 12312024	MILEAGE REIMBURSEMENT - DEC 31, 2024	3453501 |550030|		2025/7	141.94
						Total For Check # 325869			**141.94**
01/30/2025	325870	4954	JEREMY BREWER	MLG 12312024	MILEAGE REIMBURSEMENT - DEC 31, 2024	3453501 |550030|		2025/7	9.38
						Total For Check # 325870			**9.38**
01/30/2025	325871	5269	JEREMY FULLER	MLG 12312024	MILEAGE REIMBURSEMENT - DEC 31, 2024	3453501 |550030|		2025/7	61.24
						Total For Check # 325871			**61.24**
01/30/2025	325872	1325	JESSE BAIN	MLG 12312024	MILEAGE REIMBURSEMENT - DEC 31, 2024	3453501 |550030|		2025/7	51.93
						Total For Check # 325872			**51.93**
01/30/2025	325873	5090	JOHN BADEN	MLG 12312024	MILEAGE REIMBURSEMENT - DEC 31 2024	3453501 |550030|		2025/7	8.04
						Total For Check # 325873			**8.04**
01/30/2025	325874	4416	JORDAN E SLATCHER	MLG 12312024	MILEAGE REIMBURSEMENT - DEC 31, 2024	3453501 |550030|		2025/7	32.70
						Total For Check # 325874			**32.70**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
01/30/2025	325875	1891	KYLE ROBERTS	MLG 12312024	MILEAGE REIMBURSEMENT - DEC 31, 2024	3453501 |550030|		2025/7	27.06
						Total For Check # 325875			**27.06**
01/30/2025	325878	2507	MATTHEW ESTES	MLG 12312024	MILEAGE REIMBURSEMENT - DEC 31, 2024	3453501 |550030|		2025/7	18.52
						Total For Check # 325878			**18.52**
01/30/2025	325880	651	NATHAN KINSEY	MLG 12312024	MILEAGE REIMBURSEMENT - DEC 31, 2024	3453501 |550030|		2025/7	74.28
						Total For Check # 325880			**74.28**
01/30/2025	325881	2619	NOLAN JAMESON	MLG 12312024	MILEAGE REIMBURSEMENT - DEC 31, 2024	3453501 |550030|		2025/7	2.81
						Total For Check # 325881			**2.81**
01/30/2025	325899	5180	AMERICAN MEDICAL GAS RESOURCES	2762	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502 |560230|		2025/7	213.00
				2771	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502 |560230|		2025/7	172.00
						Total For Check # 325899			**385.00**
01/30/2025	325914	29	CASCO INDUSTRIES INC	268737	BUNKER GEAR BOOTS/HELMET PARK	3453501 |560110|		2025/7	512.00
				268736	BUNKER GEAR BOOTS/HELMET PARK	3453501 |560110|		2025/7	512.00
				269268	BUNKER GEAR BOOTS/HELMET PARK	3453501 |560110|		2025/7	387.00
				268738	THERMAL CAMERA REPAIR	3453501 |540290|		2025/7	2,301.00
						Total For Check # 325914			**3,712.00**
01/30/2025	325918	1391	CLEAN THE UNIFORM CO OKLAHOMA	52115627	CLEAING SUPPLLIES FOR STATIONS	3453501 |560300|		2025/7	79.78
				52116105	CLEAING SUPPLLIES FOR STATIONS	3453501 |560300|		2025/7	151.22
				52116100	CLEAING SUPPLLIES FOR STATIONS	3453501 |560300|		2025/7	62.85
				52115628	CLEAING SUPPLLIES FOR STATIONS	3453501 |560300|		2025/7	95.51
				52116732	CLEAING SUPPLLIES FOR STATIONS	3453501 |560300|		2025/7	91.35
				52116104	CLEAING SUPPLLIES FOR STATIONS	3453501 |560300|		2025/7	318.12

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						Total For Check # 325918			**798.83**
01/30/2025	325929	4957	DIGITECH COMPUTER LLC	60006860	60006860 JAN 24, 2025	3453502 |540280|		2025/7	25,124.82
						Total For Check # 325929			**25,124.82**
01/30/2025	325930	64	FEDERAL EXPRESS CORPORATION	6910255214	206267017 12/20/24-1/4/25 6910255214	3453502 |560230|		2025/7	2,532.38
						Total For Check # 325930			**2,532.38**
01/30/2025	325934	1912	FIRST RESPONDER SUPPORT SERV PLLC	1483	BEHAVIORL HEALTH SERVICE FEB 2025	3453501 |530870|		2025/7	5,820.00
						Total For Check # 325934			**5,820.00**
01/30/2025	325954	4736	DUSTIN MANLY	10000266	REPAIR SPRINKLER SYSTEM	3453501 |540070|		2025/7	250.00
						Total For Check # 325954			**250.00**
01/30/2025	325958	5131	KEVIN BEHE	12686	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/7	4.04
				12675	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/7	4.04
				12672	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/7	5.05
				12664	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/7	5.05
				12692	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/7	4.04
				12687	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/7	8.08
						Total For Check # 325958			**30.30**
01/30/2025	325963	1088	LIFE ASSIST INC	1548249	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/7	3,623.88
				1548182	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/7	164.00
						Total For Check # 325963			**3,787.88**
01/30/2025	325964	821	LIGHT HOUSE UNIFORMS CO.	A-324371	CLASS A UNIFORM ACCOUTREMENTS	3453501 |560100|		2025/7	1,840.46

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					Total For Check #	**325964**			**1,840.46**
01/30/2025	325966	4380	LOCK-DOC INC	010625-H21	BLANKET PO FOR LOCKS,KEYS, & ETC	3453501 |560180|		2025/7	95.00
				010825-H21	BLANKET PO FOR LOCKS,KEYS, & ETC	3453501 |560180|		2025/7	41.00
					Total For Check #	**325966**			**136.00**
01/30/2025	325968	5261	MISSOURI VALLEY ASSOCIATION OF FIRE CHIEFS	FEB 24, 25 J MOORE	2025 FORCE CONF: JEREMY MOORE	3453501 |530110|		2025/7	650.00
				FEB 24, 25 M STEWARD	2025 FORCE CONF : MARK STEWARD	3453501 |530110|		2025/7	650.00
					Total For Check #	**325968**			**1,300.00**
01/30/2025	325969	746	MTM RECOGNITION CORPORATION	6227396	CLASS B BADGES	3453501 |560100|		2025/7	280.00
					Total For Check #	**325969**			**280.00**
01/30/2025	325970	888	NAFECO	1322136	Elkhart nozzle parts	3453501 |560310|		2025/7	1,517.97
				1322553	Webbing and Hot Shields	3453501 |560110|		2025/7	203.44
					Total For Check #	**325970**			**1,721.41**
01/30/2025	325971	25	NAPA AUTO PARTS	012507	5566887	3453501 |560200|		2025/7	1,460.81
				012515	6026PP	3453501 |560200|		2025/7	117.30
				012515	6021PP	3453501 |560200|		2025/7	49.90
				012515	60221B	3453501 |560200|		2025/7	99.80
				012541	2670	3453501 |560200|		2025/7	4.86
				012365	15W40BULK	3453502 |560200|		2025/7	46.67
				012365	7151	3453502 |560200|		2025/7	14.72
				012365	300458	3453502 |560200|		2025/7	45.66
				012365	230266	3453502 |560200|		2025/7	10.44
				012365	200679	3453502 |560200|		2025/7	41.53
				012365	RTU1DEX	3453502 |560210|		2025/7	9.30

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				012366	RTU1EXT	3453502 |560210|		2025/7	8.61
				012374	789DEF	3453501 |560210|		2025/7	10.00
				012391	F248426	3453502 |560190|		2025/7	1,579.64
						Total For Check # 325971			**3,499.24**
01/30/2025	325973	98	OKLAHOMA NATURAL GAS CO	110080600 01212025	210119696 1100806 00 JAN 21, 2025 201 E WASHINGTON	3453501 |550240|		2025/7	806.04
				254389900 01202025	213020790 2543899 00 JAN 20, 2025 2300 W NORFOLK	3453501 |550240|		2025/7	851.29
				220113100 01232025	210105033 2201131 00 JAN 23, 2025 1821 W DETROIT	3453501 |550240|		2025/7	682.10
				179007809 01232025	211104004 1790078 09 JAN 23, 2025 100 W KENOSHA ST	3453501 |550240|		2025/7	808.81
				180156873 01242025	211116662 1801568 73 JAN 24, 2025 6201 E KENOSHA S	3453501 |550240|		2025/7	559.46
						Total For Check # 325973			**3,707.70**
01/30/2025	325976	232	PREFERRED BUSINESS SYSTEMS	INV250395	SWITCH REPLACEMENT ON SCHREDER	3453501 |540290|		2025/7	233.68
						Total For Check # 325976			**233.68**
01/30/2025	326003	949	TULSA WINNELSON COMPANY	583906 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 |560180|		2025/7	271.31
				583910 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 |560180|		2025/7	75.00
				585673 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 |560180|		2025/7	25.34
						Total For Check # 326003			**371.65**
02/06/2025	326016	856	AMERICAN FIDELITY ASSURANCE CO.	149326	Payroll Run 1 - Warrant 250131	345 |218420|		2025/7	43.76
				149326	Payroll Run 1 - Warrant 250131	345 |218430|		2025/7	95.60
						Total For Check # 326016			**139.36**
02/06/2025	326021	213	CITY OF BROKEN ARROW	149325	Payroll Run 1 - Warrant 250131	345 |218160|		2025/7	504.13

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						Total For Check # 326021			**504.13**
02/06/2025	326023	1319	COMMUNITY CARE EAP	149328	Payroll Run 1 - Warrant 250131	345 |218560|		2025/7	161.92
						Total For Check # 326023			**161.92**
02/06/2025	326031	159	PRE-PAID LEGAL SERVICES, INC.	149324	Payroll Run 1 - Warrant 250131	345 |218100|		2025/7	206.37
						Total For Check # 326031			**206.37**
02/06/2025	326044	1987	SURENCY LIFE & HEALTH INS. CO.	149330	Payroll Run 1 - Warrant 250131	345 |218460|		2025/7	97.50
						Total For Check # 326044			**97.50**
02/06/2025	326053	1	ACCURATE FIRE EQUIP CO INC	1-121759	1-121759	3453503 |530870|		2025/8	420.00
						Total For Check # 326053			**420.00**
02/06/2025	326054	149	AMERICAN ELECTRIC POWER/PSO	027-427-0-6 01212025	952-027-427-0-6 JAN 21, 2025 201 E WASHINGTON ST	3453501 |550250|		2025/8	768.98
						Total For Check # 326054			**768.98**
02/06/2025	326058	4935	AMAZON.COM SALES INC	1QVY-3FMQ-4W44	Office Supplies for Fire Marshal	3453504 |560230|		2025/8	176.99
						Total For Check # 326058			**176.99**
02/06/2025	326060	5180	AMERICAN MEDICAL GAS RESOURCES	2677	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502 |560230|		2025/8	282.00
				2808	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502 |560230|		2025/8	82.00
						Total For Check # 326060			**364.00**
02/06/2025	326063	885	ATWOOD DISTRIBUTING LP	3400	BLANKET PO SAFETY SHOES & MISC ITEMS	3453501 |560180|		2025/8	119.96
						Total For Check # 326063			**119.96**
02/06/2025	326070	18	BOUND TREE MEDICAL	85625184	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/8	3,875.96
				85634454	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/8	553.84

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				85632412	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/8	99.94
						Total For Check # 326070			**4,529.74**
02/06/2025	326082	996	CITY OF BROKEN ARROW	149327	Payroll Run 1 - Warrant 250131	345 |218180|		2025/7	791.66
				149327	Payroll Run 1 - Warrant 250131	345 |218360|		2025/7	6,279.06
						Total For Check # 326082			**7,070.72**
02/06/2025	326083	1391	CLEAN THE UNIFORM CO OKLAHOMA	52117213	52117213	3453501 |560300|		2025/8	96.22
				52116731	52116731	3453501 |560300|		2025/8	2.94
						Total For Check # 326083			**99.16**
02/06/2025	326086	882	COX COMMUNICATIONS	076689001 01242025	001 6311 076689001 JAN 24, 2025 8000 S ELM PL	3453501 |550540|		2025/8	98.99
				076689001 01242025	001 6311 076689001 JAN 24, 2025 3301W HOUSTON ST	3453501 |550540|		2025/8	108.99
				076689001 01242025	001 6311 076689001 JAN 24, 2025 6201 E KENOSHA ST	3453501 |550540|		2025/8	98.99
				076689001 01242025	001 6311 076689001 JAN 24, 2025 1821 W DETROIT ST	3453501 |550540|		2025/8	98.99
				076689001 01242025	001 6311 076689001 JAN 24, 2025 2300 W NORFOLK DR	3453501 |550540|		2025/8	103.99
				076689001 01242025	001 6311 076689001 JAN 24, 2025 5420 S 23RD ST	3453501 |550540|		2025/8	148.95
				076689001 01242025	001 6311 076689001 JAN 24, 2025 201 E WASHINGTON S	3453501 |550540|		2025/8	108.99
						Total For Check # 326086			**767.89**
02/06/2025	326104	74	GALLS LLC	029637186	029637186	3453501 |560110|		2025/8	129.24
						Total For Check # 326104			**129.24**
02/06/2025	326122	2260	IMAGETREND INC	PS-INV113351	ANNUAL FEES FOR VAULT RECORDS AND 1ST WATCH DISTRI	3453502 |540550|		2025/8	5,380.70
				PS-INV113204	ANNUAL FEES FOR VAULT RECORDS	3453502 |540550|		2025/8	900.41

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					AND 1ST WATCH DISTRI				
						Total For Check # 326122			**6,281.11**
02/06/2025	326126	23	J D YOUNG COMPANY INC	1250834	LEASE & USAGE CHARGE FY25	3453501 |540330|		2025/8	279.57
				1250834	LEASE & USAGE CHARGE FY25	3453501 |540550|		2025/8	430.56
				1250834	LEASE & USAGE CHARGE FY25	3453501 |560230|		2025/8	6.09
						Total For Check # 326126			**716.22**
02/06/2025	326136	1088	LIFE ASSIST INC	1550202	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/8	9,609.32
				1550846	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/8	147.10
				1551714	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/8	3,948.48
						Total For Check # 326136			**13,704.90**
02/06/2025	326148	25	NAPA AUTO PARTS	012662	1011898	3453501 |560200|		2025/8	674.02
				012662	1011936	3453501 |560200|		2025/8	81.66
				012662		3453501 |560200|		2025/8	24.53
				012663	467186	3453501 |560200|		2025/8	286.64
				012663	1413731	3453501 |560200|		2025/8	755.90
				012663	610010	3453501 |560200|		2025/8	283.10
				012663		3453501 |560200|		2025/8	110.40
				012713	7151	3453502 |560200|		2025/8	14.72
				012713	300458	3453502 |560200|		2025/8	45.66
				012713	230266	3453502 |560200|		2025/8	10.44
				012713	200905	3453502 |560200|		2025/8	19.93
				012713	15W40BULK	3453502 |560210|		2025/8	53.85
				012754	F248426	3453502 |560190|		2025/8	673.54
				012755	7151	3453502 |560200|		2025/8	14.72

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				012755	300458	3453502 |560200|		2025/8	45.66
				012755	230266	3453502 |560200|		2025/8	10.44
				012755	200679	3453502 |560200|		2025/8	41.53
				012755	15W40BULK	3453502 |560210|		2025/8	46.67
				12199	8822	3453501 |560230|		2025/8	359.52
				12212	68398313300	3453502 |560200|		2025/8	78.00
				12212	H60SN12	3453502 |560200|		2025/8	67.04
				12212	6.84E+11	3453502 |560200|		2025/8	70.67
				12212	1.51E+11	3453502 |560200|		2025/8	8.16
				12212	02034294100A	3453502 |560200|		2025/8	125.32
				12212	1508121B082	3453502 |560200|		2025/8	18.72
				12212		3453502 |560200|		2025/8	14.00
				12406	F248426UM	3453502 |560190|		2025/8	1,413.72
				12413	15W40BULK	3453501 |560200|		2025/8	100.52
				12413	1748XD	3453501 |560200|		2025/8	31.75
				12413	3965	3453501 |560200|		2025/8	29.93
				12413	3936	3453501 |560200|		2025/8	16.98
				12413	6891	3453501 |560200|		2025/8	130.53
				12415	29558329AT	3453501 |560200|		2025/8	85.72
				12415	7317	3453501 |560200|		2025/8	11.62
				12415	9047902	3453501 |560200|		2025/8	64.28
				12415	950011K	3453501 |560200|		2025/8	27.22
				12415	HDATFBULK	3453501 |560210|		2025/8	5.18
				12415	85W140BULK	3453501 |560210|		2025/8	5.63
				12601	7234	3453501 |560200|		2025/8	615.36
				12601	7234	3453501 |560200|		2025/8	108.00
				12616	8822	3453501 |560230|		2025/8	359.52
				12629	F012715	3453501 |560190|		2025/8	1,780.00

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				12814	F248426	3453502 |560190|		2025/8	336.77
				12815	4934278	3453501 |560200|		2025/8	45.30
				12815	6378220RX	3453501 |560200|		2025/8	-270.00
				12815	HDRTU1GAL	3453501 |560210|		2025/8	51.48
				12834	F008921	3453501 |560190|		2025/8	184.67
						Total For Check # 326148			**9,069.02**
02/06/2025	326149			012650	100255	3453501 |560200|		2025/8	4.15
				012650	0W20BULK	3453501 |560210|		2025/8	28.64
				12407	1372	3453501 |560200|		2025/8	4.15
				12407	3243	3453501 |560200|		2025/8	8.31
				12407	3011	3453501 |560200|		2025/8	2.07
				12407	9883	3453501 |560200|		2025/8	12.45
				12407	2359	3453501 |560200|		2025/8	11.41
				12407	702282	3453501 |560200|		2025/8	4.09
				12407	7035	3453501 |560200|		2025/8	7.22
				12407	5W20BULK	3453501 |560210|		2025/8	23.66
				12410	6060CD	3453501 |560200|		2025/8	48.18
				12417	ATFBULK	3453501 |560210|		2025/8	34.56
				12417	HDATFBULK	3453501 |560210|		2025/8	93.24
				12605	7234	3453501 |560200|		2025/8	-108.00
				12854	3684284	3453501 |560200|		2025/8	28.28
				12854	4934278	3453501 |560200|		2025/8	32.80
				10807	PARTS	3453501 |560230|		2025/8	34.16
						Total For Check # 326149			**269.37**
02/06/2025	326150			012648	5263462	3453501 |560200|		2025/8	14.08
				012745	RTU1EXT	3453502 |560210|		2025/8	8.61
				12200	RTU1GAL	3453501 |560210|		2025/8	17.22

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Fund 345

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				12224	60221B	3453501 |560200|		2025/8	9.98
				12224	60221B	3453501 |560200|		2025/8	9.98
				12226	NPB21	3453501 |560200|		2025/8	7.80
				12226	NPB22	3453501 |560200|		2025/8	7.80
				12232	4954905	3453501 |560200|		2025/8	25.60
				12618	2413	3453501 |560230|		2025/8	5.00
				12809	407402	3453501 |560200|		2025/8	29.70
				12837	60221B	3453502 |560200|		2025/8	19.96
				12838		3453501 |560200|		2025/8	27.00
				12851	1211767000	3453501 |560200|		2025/8	23.66
						Total For Check # 326150			**206.39**
02/06/2025	326151			012660	2015983C1	3453501 |560200|		2025/8	0.01
						Total For Check # 326151			**0.01**
02/06/2025	326157	98	OKLAHOMA NATURAL GAS CO	250193582 01282025	211154799 2501935 82 JAN 28 2025 3151 N 9TH	3453501 |550240|		2025/8	973.36
						Total For Check # 326157			**973.36**
02/06/2025	326164	291	PRECISION DELTA CORPORATION	32548	State Contract SW0220 14 cases 9MM Practice Ammo -	3453504 |560320|		2025/8	2,060.66
						Total For Check # 326164			**2,060.66**
02/06/2025	326168	4508	C A ASSETS LLC	27696	27696	3453501 |540070|		2025/8	1,970.94
				27693	27693	3453501 |540070|		2025/8	315.00
						Total For Check # 326168			**2,285.94**
02/06/2025	326179	201	ROYAL PRINTING	65937	65937	3453501 |550360|		2025/8	787.35
						Total For Check # 326179			**787.35**
02/06/2025	326183	335	SERVICE OKLAHOMA	L1540018584	L1540018584	3453501 |560230|		2025/8	139.00
						Total For Check # 326183			**139.00**

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/06/2025	326186	81	SHERWIN WILLIAMS CO	15268164140125	BLANKET PO FOR PAINT SUPPLIES	3453501 |560180|		2025/8	37.74
						Total For Check # 326186			**37.74**
02/06/2025	326195	234	STOREY TOWING LLC	56701	56701	3453501 |540200|		2025/8	345.00
						Total For Check # 326195			**345.00**
02/06/2025	326203	949	TULSA WINNELSON COMPANY	586676 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 |560180|		2025/8	33.32
				586754 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 |560180|		2025/8	220.77
						Total For Check # 326203			**254.09**
02/06/2025	326216	897	WASTE MANAGEMENT QUARRY LANDFILL	2391611-1006-3	2391611-1006-3 WASTE PICKUP 22-38445-73002	3453503 |540330|		2025/8	1,101.53
						Total For Check # 326216			**1,101.53**
02/06/2025	326220	1095	WINDSTREAM	101198864 01222025	FY25 ANNUAL AGREEMENT	3453501 |550220|		2025/8	72.44
				101198944 01222025	FY25 ANNUAL AGREEMENT	3453501 |550220|		2025/8	70.69
				101222666 01222025	FY25 ANNUAL AGREEMENT	3453501 |550220|		2025/8	60.16
				101198949 01222025	FY25 ANNUAL AGREEMENT	3453501 |550220|		2025/8	71.32
						Total For Check # 326220			**274.61**
						Total For Fund 345			**110,376.32**
						Number of Invoices For Fund 345			**197**

City of Broken Arrow
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Fund 348

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
01/30/2025	325915	1436	CHEROKEE PRIDE CONST. INC.	PA 1 ARPA 2352100	Arrow Forge-Innovation District Improvements	3481700 |570170|	2317160	2025/7	431,585.00
						Total For Check # 325915			**431,585.00**
						Total For Fund 348			**431,585.00**
						Number of Invoices For Fund 348			**1**

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Fund 593

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
01/30/2025	325864	5266	CHEENEAH ARMSTRONG	ST2027	ST20279TH/WASHINGTON INTERSCETION	5935300 |570080|	ST2027	2025/7	152,400.00
						Total For Check # 325864			**152,400.00**
01/30/2025	325877	2478	MARGARET COUCH SCRAPER	ST2027	ST2027 9TH STREET & WASHINGTON	5935300 |570080|	ST2027	2025/7	168,525.00
						Total For Check # 325877			**168,525.00**
01/30/2025	325906	692	BKL INC.	794B-18	PW Field Office Renovation 2217090	5931700 |570160|	2217090	2025/7	15,335.00
						Total For Check # 325906			**15,335.00**
01/30/2025	325940	831	GH2 ARCHITECTS, LLC	PA 05 2435170	Fire Station North 2435170	5933501 |570160|	2435170	2025/7	22,652.50
						Total For Check # 325940			**22,652.50**
01/30/2025	325975	320	POE AND ASSOCIATES INCORPORATE	15653	110033	5935300 |570150|	ST2028	2025/7	215.00
						Total For Check # 325975			**215.00**
01/30/2025	325986	1263	SELSER SCHAEFER ARCHITECTS	2409101	Jail Expansion Renovation Prof Agreement	5933008 |570160|	203019	2025/7	25,813.50
				2412255	Jail Expansion Renovation Prof Agreement	5933008 |570160|	203019	2025/7	5,000.63
						Total For Check # 325986			**30,814.13**
01/30/2025	326013	48	WARREN POWER & MACHINERY, INC.	B6762301	B6762301 AUG 13, 2024	5935300 |570150|	ST23230	2025/7	4,429.65
				B6509102	B6509102 AUG 12, 2024	5935300 |570150|	ST23230	2025/7	1,057.68
						Total For Check # 326013			**5,487.33**
02/06/2025	326077	1253	CEC CORPORATION	202501063	ASPEN AVENUE - SHREVEPORT STREET TO TUCSON STREET	5935300 |570160|	ST2031	2025/8	2,220.50
						Total For Check # 326077			**2,220.50**
02/06/2025	326107	831	GH2 ARCHITECTS, LLC	PA 6 2435170	Fire Station North 2435170	5933501 |570160|	2435170	2025/8	18,122.00
						Total For Check # 326107			**18,122.00**

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Fund 593

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/06/2025	326141	1956	MCCLELLAND CONSULTING ENGINEERS	217104-023	ST21390	5935300 |570160|	ST21390	2025/8	768.38
						Total For Check # 326141			**768.38**
02/06/2025	326169	1043	PROFESSIONAL ENGINEERING CONSULT.	534127	Wolf Creek Storm Pipe PN 2453170	5935305 |570160|	2453170	2025/8	3,500.00
						Total For Check # 326169			**3,500.00**
02/06/2025	326189	5019	SMITH ROBERTS LAND SERVICES, INC	837-08	ST1931 Real Estate Appraisal	5935300 |570080|	ST1931	2025/8	2,925.00
						Total For Check # 326189			**2,925.00**
						Total For Fund 593			**422,964.84**
						Number of Invoices For Fund 593			**14**

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Fund 660

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
01/30/2025	326015	2518	WORKER'S COMPENSATION ACCOUNT	JAN 23, 2025	JANUARY 23, 2025 PAYMENT SUMMARY	6601700 |530080|		2025/7	140.00
				JAN 23, 2025	JANUARY 23, 2025 PAYMENT SUMMARY	6601700 |530870|		2025/7	8.00
				JAN 23, 2025	JANUARY 23, 2025 PAYMENT SUMMARY	6601700 |530880|		2025/7	13,900.46
				JAN 23, 2025	JANUARY 23, 2025 PAYMENT SUMMARY	6601700 |550900|		2025/7	30,600.15
						Total For Check # 326015			**44,648.61**
02/06/2025	326221			JANUARY 30 2025	JANUARY 30 2025 PYMNT SUMMARY	6601700 |530080|		2025/8	3,598.50
				JANUARY 30 2025	JANUARY 30 2025 PYMNT SUMMARY	6601700 |530870|		2025/8	8.00
				JANUARY 30 2025	JANUARY 30 2025 PYMNT SUMMARY	6601700 |530880|		2025/8	13,160.03
				JANUARY 30 2025	JANUARY 30 2025 PYMNT SUMMARY	6601700 |550900|		2025/8	1,830.15
						Total For Check # 326221			**18,596.68**
						Total For Fund 660			**63,245.29**
						Number of Invoices For Fund 660			**8**

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Fund 661

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/06/2025	326016	856	AMERICAN FIDELITY ASSURANCE CO.	149326	Payroll Run 1 - Warrant 250131	6611700 |530890|		2025/7	14.40
						Total For Check # 326016			**14.40**
02/06/2025	326031	159	PRE-PAID LEGAL SERVICES, INC.	149324	Payroll Run 1 - Warrant 250131	6611700 |530890|		2025/7	52.60
						Total For Check # 326031			**52.60**
02/06/2025	326044	1987	SURENCY LIFE & HEALTH INS. CO.	149330	Payroll Run 1 - Warrant 250131	6611700 |530890|		2025/7	3.25
						Total For Check # 326044			**3.25**
02/06/2025	326176	4728	REMEDY HEALTH, PLLC	73877	EMPLOYEE HEALTH CLINIC FEB 2025	6611700 |530890|		2025/8	58,710.00
						Total For Check # 326176			**58,710.00**
						Total For Fund 661			**58,780.25**
						Number of Invoices For Fund 661			**4**

City of Broken Arrow
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Fund 882

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
01/30/2025	325882	999907	OTP - COURT REFUNDS	0000544		882 |201020|		2025/7	600.00
						Total For Check # 325882			**600.00**
01/30/2025	325883			0000543		882 |201020|		2025/7	795.00
						Total For Check # 325883			**795.00**
01/30/2025	325884			0000540		882 |201020|		2025/7	100.00
						Total For Check # 325884			**100.00**
01/30/2025	325886			0000539		882 |201020|		2025/7	400.00
						Total For Check # 325886			**400.00**
01/30/2025	325887			0000542		882 |201020|		2025/7	100.00
						Total For Check # 325887			**100.00**
02/06/2025	326022	183	CLEET	JANUARY 2025	TOWN/MUNICIPAL COURT REPORT JAN 2025	882 |290305|		2025/8	2,413.62
						Total For Check # 326022			**2,413.62**
02/06/2025	326034	835	STATE OF OKLAHOMA	JANUARY 2025	MUNICIPAL COURT REPORT JAN 2025	882 |290305|		2025/8	4,709.80
						Total For Check # 326034			**4,709.80**
02/06/2025	326036	999900	OTP - AR REFUNDS	67395	REFUND	882 |290301|		2024/4	195.50
						Total For Check # 326036			**195.50**
02/06/2025	326038	999907	OTP - COURT REFUNDS	0000541		882 |201020|		2025/7	240.00
						Total For Check # 326038			**240.00**
						Total For Fund 882			**9,553.92**
						Number of Invoices For Fund 882			**9**

City of Broken Arrow

Request for Action

File #: 25-219, **Version:** 1

Broken Arrow City Council
Meeting of: 02/18/25

Title:
Presentation of upcoming Parks and Recreation micro-survey

Background:
On January 30, 2024, the City of Broken Arrow opened a comprehensive survey for feedback from citizens regarding the city's performance providing public services and to seek input on a future public infrastructure and quality of life capital improvement projects. The goal of the survey was to gain an understanding of what is important to the citizens of Broken Arrow, realize future opportunities and challenges, and use the data as a guide in the bond project selection process ahead of the upcoming General Obligation Bond Election in April 2026.

The survey was open from January 30 through February 29 and received 3,947 responses in 31 days. The results of the survey indicated citizens have an overall positive perception about the quality of life in Broken Arrow.

Citizens responded favorably to the questions about Parks and Recreation. Parks and Recreation was rated as the third-highest facet of community living in Broken Arrow, indicating it is highly valued by residents.

This micro-survey will focus on the city's Parks and Recreation offerings and gauge the public's opinion about a new community center, the build-out of Elam Park, the trail system in BA, as well as other recreation opportunities in the city as the process continues to consider capital improvement projects for the 2026 GO Bond.

Cost: $0

Funding Source: N/A

Requested By: Aaron McColloch, Communications Director

Approved By: City Manager's Office

Attachments:

Recommendation:
No action required.

City of Broken Arrow

Request for Action

File #: 25-231, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:
Update on the 2026 General Obligation Bond Package

Background:
The purpose of this item is to provide the City Manager and staff the opportunity to discuss certain aspects and updates on the upcoming 2026 General Obligation Bond package with City Council.

Cost: $0

Funding Source: Source

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: None

Recommendation:
Information only.

City of Broken Arrow

Request for Action

File #: 25-239, **Version:** 1

Broken Arrow City Council
Meeting of: 2-18-25

Title:
Consideration, discussion and possible direction from the City Council on the Compensation of members of the City Council

Background:
Members of the City Council currently serve without compensation. Oklahoma law provides that any change to provide for the compensation of City Council shall be fixed by ordinance. 11 O.S. § 10-111.

A majority vote of City Council may pass such an ordinance setting compensation for City Council. Alternatively, a majority vote by the people in a special election in favor of compensation for City Council may pass such an ordinance.

If such an ordinance is passed, the question is then when does each Councilor receive the compensation provided for in the ordinance setting compensation. The Oklahoma Constitution prohibits changing the compensation for an elected or appointed City Councilmember after their election or appointment. Okla. Const. art. 23, §10. Only those City Councilors elected or appointed after the ordinance is enacted may benefit from an increase so provided. Incumbent City Councilor's may receive an increase in compensation upon their re-election to office.

A salary survey of cities in Oklahoma and other states in the region with a population of similar size is attached for Council review. This item provides Council the ability to discuss setting compensation for each of the members of Council as well as an opportunity to direct staff on how Council would like to proceed on this issue.

Cost: To be determined

Funding Source: To be determined

Requested By: Multiple Councilmembers & the City Manager's Office

Approved By: Trevor Dennis, City Attorney

Attachments: Salary Benchmark Study for surrounding communities

Recommendation:
As directed by Council

CITY	POPULATION Census 2025 estimated	MAYOR SALARY	MAYOR PRO TEM SALARY	COUNCIL SALARY	Mayor Full Time?	Stipend or Salary	Health Benefits offered	Number on Council	NOTES
OKLAHOMA									
Broken Arrow	120,949	$0/year		$0/year	No	N/A	No	5	Phone allowance $80/mo.
Edmond	100,339	$12,000/year		$8,400/year	No	Salary	No	5	No other City Employee benefits are received.
Lawton	92,014	$15,000/year		$5,000/year	No	Salary *not official designation	Unknown	9	
Moore	63,608	$3,600/year		$1,200/year	No	Stipend	No	7	No other City Employee benefits are received.
Norman	130,040	$1,200/year		$1,200/year	No	Stipend	No	9	They receive a base of $50 per month plus $10 per meeting with a maximum of $100 per month. Salary is set by Charter so it requires a vote of the people to change it. No other city benefits rec'd.
MISSOURI									
Independence	123,094	$40,500/year	$20,500/year	$20,500/year	Yes	No	Yes	7	They provide cell phones, car allowance, and a small travel expense account. Requests must be submitted and requires Mayor and Council approval.
Columbia	131,345	$9,408/year		$6,276/year	No	Stipend	No	7	No other City Employee benefits are received.
TEXAS									
Abilene	131,460	$1/year		$1/year	No	Salary	No	7	They do not receive health insurance. However, they are provided basic life insurance and are able to pay for extra insurance (e.g. AD&D and short-term disability).
Allen	115,668	$7,500/year		$4,500/year	No	Salary	Unknown	7	
Beaumont	110,417	$24,000/year*	$19,800/year*	16,800/year*	No	Salary	No	7	*Annual pay is broken up into Base pay, Admin costs (e.g. cell phone), and auto allowance.
Denton	154,613	$12,000/year	$9,000/year	$9,000/year	No	Stipend	No	7	No other City Employee benefits are received.
Lewisville	138,307	$1,200/year	$1,200/year	$1,200/year	No	Stipend	No	7	$50/per meeting. Councilmembers contribute 7.5% to FICA 457; City does not contribute. Not eligible for benefits
Richardson	114,936	$5,200/year	$5,200/year	$5,200/year	No	Stipend	No	7	Pay is $100/meeting, not to exceed $5,200/year. All necessary expenses incurred by while performing their official duties is paid for by the City.
Round Rock	137,968	$12,000/year	$9,000/year	$9,000/year	No	Salary	Unknown	7	Information up to date per City Municode.
Wichita Falls	102,831	$12,000/year		$7,200/year	No	Stipend	No	7	They are reimbursed for mileage and travel reimbursement for city-related conferences, etc.
KANSAS									
Topeka	127,935	$40,000/year		$20,000 year	No	Salary	Yes	10	Benefits rec'd: Health/Wellness Clinic, Pharmacy Advocate Program, Dental/Vision, Short Term Disabilty, Cancer/Accident/Critical Care, Pet Ins, Retirement, Optional Group Life, Zoo Pass, EAP, City of Topeka Fitness Center
Olathe	151,577	$31,784/year	$19,070/year	$15,892/year	PT Regular	Salary	Yes	10	They also receive $6,500/year contribution to 457 retirement plan.

updated 2/13/25

CITY	POPULATION Census 2025 estimated	MAYOR SALARY	MAYOR PRO TEM SALARY	COUNCIL SALARY	Mayor Full Time?	Stipend or Salary	Health Benefits offered	Number on Council	NOTES
OKLAHOMA									
Broken Arrow	120,949	$0/year		$0/year	No	N/A	No	5	Phone allowance $80/mo.
Edmond	100,339	$12,000/year		$8,400/year	No	Salary	No	5	No other City Employee benefits are received.
Lawton	92,014	$15,000/year		$5,000/year	No	Salary *not official	Unknown	9	City did not respond to request for update. Information is from 2023.
Moore	63,608	$3,600/year		$1,200/year	No	Stipend	No	7	No other City Employee benefits are received.
Norman	130,040	$1,200/year		$1,200/year	No	Stipend	No	9	They receive a base of $50 per month plus $10 per meeting with a maximum of $100 per month. Salary is set by Charter so it requires a vote of the people to change it.
MISSOURI									
Independence	123,094	$40,500/year	$20,500/year	$20,500/year	Yes	No	Yes	7	They provide cell phones, car allowance, and a small travel expense account. Requests must be
Columbia	131,345	$9,408/year		$6,276/year	No	Stipend	No	7	No other city benefits are received.
Abilene	131,460	$1/year		$1/year	No	Salary	No	7	They do not receive health insurance. However, they are provided basic life insurance and are able to pay for extra insurance (e.g. AD&D and short-term disability).
Allen	115,668	$7,500/year		$4,500/year	No	Salary	Unknown	7	City did not respond to request for update. Information is from 2023.
Beaumont	110,417	$24,000/year*	$19,800/year*	16,800/year*	No	Salary	No	7	*Annual pay is broken up into Base pay, Admin costs (e.g. cell phone), and auto allowar
Denton	154,613	$12,000/year	$9,000/year	$9,000/year	No	Stipend	No	7	No other City Employee benefits are received.
Lewisville	138,307	$1,200/year	$1,200/year	$1,200/year	No	Stipend	No	7	$50/per meeting. Councilmembers contribute 7.5% to FICA 457; City does not contribute. Not eligible for benefits
Richardson	114,936	$5,200/year	$5,200/year	$5,200/year	No	Stipend	No	7	Pay is $100/meeting, not to exceed $5,200/year. All necessary expenses incurred by while performing their official duties is paid for by the City.
Round Rock	137,968	$12,000/year	$9,000/year	$9,000/year	No	Salary	Unknown	7	City did not respond to request for update. Information up to date per City Municode.
Wichita Falls	102,831	$12,000/year		$7,200/year	No	Stipend	No	7	They are reimbursed for mileage and travel reimbursement for city-related conference
KANSAS									
Topeka	127,935	$40,000/year		$20,000 year	No	Salary	Yes	10	Benefits rec'd: Health/Wellness Clinic, Pharmacy Advocate Program, Dental/Vision, Short Term Disabilty, Cancer/Accident/Critical Care, Pet Ins, Retirement, Optional
Olathe	151,577	$31,784/year	$19,070/year	$15,892/year	PT Regular	Salary	Yes	10	They also receive $6,500/year contribution to 457 retirement plan.

CITY	POPULATION Census 7/1/22 estimate	MAYOR SALARY	COUNCIL SALARY	Mayor Full Time?	Stipend or Salary	Number on Council	NOTES
OKLAHOMA							
Broken Arrow	117,911	$0/year	$0/year	No	N/A	5	Phone allowance $80/mo.
Edmond	96,286	$12,000/year	$8,400/year	No	Salary	5	
Lawton	91,542	$15,000/year	$5,000/year	No	Salary *not official designation	9	
Moore	63,223	$3,600/year	$1,200/year	No	Stipend	7	
Norman	129,627	$1,200/year	$1,200/year	No	Stipend	9	
Oklahoma City	694,800	$24,000/year	$12,000/year	Yes	Stipend	9	Mayor Holt: Not compensated as Full-Time. Pay would fall into stipend definition, but there is no solid answer
MISSOURI							
Independence	121,202	$40,500/year	$20,500/year	Yes	No	7	
Columbia	128,555	$9,408/year	$6,276/year	No	Stipend	7	
TEXAS							
Abilene	127,385	$1/year	$1/year	No	Salary	7	
Allen	111,551	$7,500/year	$4,500/year	No	Salary	7	
Beaumont	112,089	$5,040/year	$5,040/year	No	Salary	7	
Denton	150,353	$12,000/year	$9,000/year	No	Stipend	7	Pay can be declined.
Lewisville	131,215	$1,200/year	$1,200/year	No	Stipend	7	
Richardson	118,802	$5,200/year	$5,200/year	No	Stipend	7	Pay is $100/meeting, not to exceed $5,200/year
Round Rock	126,697	$12,000/year	$9,000/year	No	Salary	7	
Wichita Falls	102,644	$12,000/year	$7,200/year	No	Salary	7	
KANSAS							
Topeka	129,449	$40,000/year	$20,000 year	No	Salary	10	
Olathe	145,616	$29,671/year	$14,836/year	No	Salary	10	Mayor Pro Tem $14,803/yr. Bi-weekly Stipend for expenses: Mayor $305; Mayor Pro Tem $260; Councilor $210

City of Broken Arrow

Request for Action

File #: 25-204, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:
Consideration, discussion, and possible action to approve the Visit Broken Arrow Film Incentive in an initial amount of $100,000.00

Background:
At the 11/12/24 Visit Broken Arrow meeting, the board requested that VBA staff investigate the logistics included in implementing a local film incentive.

At the 1/14/25 Visit Broken Arrow meeting, staff presented ideas and a first draft of the incentive and requested feedback on incentive details.

At the 2/11/25 Visit Broken Arrow meeting, VBA voted to approve the proposed film incentive.

VBA staff worked with the Oklahoma Office of Film & Music and other Oklahoma communities that offer film incentives and gained insight from the local hoteliers group. The proposed BA Film Incentive is the product of this collective research and feedback.

Highlights of the incentive include:
10% rebate on local spending during film project
$500 rebate for every 12 room nights spent at a Broken Arrow Hotel
10-20% rebate on cost of production space used during film project

The film industry in Oklahoma is booming right now. Staff is confident that the proposed incentive will be a catalyst to spur economic growth in Broken Arrow.

Staff will review success of the program one year after implementation to determine whether long-term budgeting for the incentive is recommended.

Cost: $100,000

Funding Source: Visit Broken Arrow Fund Balance

Requested By: Makala Barton, Tourism Manager

Approved By: City Manager's Office

Attachments: Final Draft VBA Film Incentive Application

Recommendation:

Approve the Visit Broken Arrow Film Incentive in an amount of $100,000.00

Visit Broken Arrow

Film Incentive Application

Film Incentive Application

GUIDELINES

To complete initial eligibility requirements, applicant shall provide the following items:

- This signed and completed application
- Completed Film in BA Permit Application (if applicable)
- Project budget, including anticipated percentage of budget to be spent in the City of Broken Arrow must be submitted along with this application for the application to be considered complete
- Signed IRS form W-9 for the applicant/production company

Upon successful receipt of the above documentation, applicant will be invited to a Visit Broken Arrow Board Meeting to present and request pre-approval for film incentive rebate. Meetings are generally held the second Tuesday of each month at 3:30 p.m.

Notes:

- Production must meet with Visit Broken Arrow staff prior to applying for the Rebate.
- Rebate availability is on a first come, first served basis as funds allow and not guaranteed.
- The City of Broken Arrow has the right to reject any incentive application without reason or cause.
- After a pre-approved project is complete, applicant must submit the Post-Project Report and attend a subsequent Visit Broken Arrow Board Meeting for final rebate approval by the Visit Broken Arrow Board. Failure to adhere to this provision shall be grounds for denial of the Rebate in full.
- All funding approvals are subject to the City of Broken Arrow's annual appropriations. While it is understood that start and end dates may change, please note that all requests for reimbursement must be received by May 30 of the FY in which the application was approved in order allow time for final approval of Visit Broken Arrow Board by FY end on June 30. If the project is delayed into a future fiscal year, the application shall be required to go through the approval process again.
- Any changes to the Application or change affecting the Rebate sought shall be submitted for approval to the Visit Broken Arrow staff immediately. Failure to do so, shall lead to the pre-approval being revoked.
- Production shall begin principal photography no later than 6 months from the application being approved.
- Only one production company per project may receive certification for the rebate. In the instance of a work-for-hire, the work-for-hire company will not be eligible for the rebate.

APPLICANT INFORMATION

Application for fiscal year (6/30-7/1): _____

LEGAL NAME AND ADDRESS OF APPLICANT

Legal Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Title: _____

DRAFT

Email Address: _____ Phone: _____

Date of Incorporation or Formation:_____ Federal Tax ID Number: _____

PRODUCTION COMPANY (if different than applicant):

Legal Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Email Address: _____ Phone: _____

Date of Incorporation or Formation:_____ Federal Tax ID Number: _____

PARENT COMPANY (if applicable):

Legal Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Email Address: _____ Phone: _____

Date of Incorporation or Formation:_____ Federal Tax ID Number: _____

DRAFT

PROJECT INFORMATION

Title of Project:_____

Type of Production:

_____Feature Film:

_____Cable TV Series, number of episodes? _____ Season Number: _____

_____Network TV Series, number of episodes? _____ Season Number: _____

_____Streaming Series, number of episodes? _____ Season Number: _____

Is this project fully funded? _____ yes _____ no

Is the production company applying for certification as a 'work for hire' for another production company?
_____ yes _____ no

Did the production company applying for certification hire another production company as a 'work for hire?'
_____ yes _____ no

Script Attached?: _____ yes _____ no

Please provide a description of this project (storyline): _____

_____

_____

_____

Name of talent attached:_____

_____

_____

_____

Where in Broken Arrow are you planning to film your project (list locations): _____

_____

_____

_____

DRAFT

PRODUCTION INFORMATION

Estimated total number of Broken Arrow residents to be hired on the Production:

_____cast, crew, extras

Wrap Date: _____ Number of proposed shooting days in Broken Arrow:_____

Pre-Production Project Start Date: _____ Principal Photography Start Date: _____

Post Production Start Date: _____

NOTE: To qualify, 25% of the shooting days must be in the City of Broken Arrow

Total Budget of Project: _____

Distribution Plan: _____

If television and commercial projects, which network? _____

Theatrical distribution plan in place?_____

Producer:_____ Phone: _____

Producer:_____ Phone: _____

Producer:_____ Phone: _____

Line Producer:_____ Phone: _____

Location Manager:_____ Phone: _____

Unit Production: _____ Phone: _____

DRAFT

CREDITS AND PROMOTIONAL MATERIALS

To complete eligibility requirements, applicants will provide the following items:

- o Five production still photos in electronic format with rights cleared for promotional use by the City of Broken Arrow/Visit Broken Arrow.
- o Behind the scenes photos/videos, if available
- o The Visit Broken Arrow logo must be used in the end credit roll of a full-length picture
- o One (1) poster of the type designed for promotion of the finished project, if applicable
- o A digital copy of the finished project
- o An electronic press kit

I agree (Print Name and Signature)_____

The above information will be provided by: _____

Name: _____ Title: _____

Company: _____

Company Address: _____

City/State/Zip: _____

Email Address: _____ Phone: _____

The end credit roll of a full-length picture that utilizes the Visit Broken Arrow Film Incentive rebate must recognize the City of Broken Arrow and requires use of the Visit Broken Arrow logo. The City of Broken Arrow/Visit Broken Arrow reserves the right to refuse use of its logo(s) in the credits of a motion picture filmed or produced in the City of Broken Arrow.

Authorized Signature: _____ Date: _____

Contact Information:

Legal Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Email Address: _____ Phone: _____

DRAFT

REBATE DETAILS

Incentive	Requirements	Rebate
Local Spending Incentive	• Minimum budget of $5,000 • Minimum spend equal to 10% of total budget amount in Broken Arrow City Limits (hotels excluded due to separate hotel room incentive, below) • 25% of shooting days/time must be in Broken Arrow • Pre-completed/approved Visit Broken Arrow filming permit, if applicable • Display the Visit Broken Arrow logo in end credits	10% rebate of qualified spend
Hotel Room Incentive	• In *addition* to the above, all project types above are eligible to receive $500 for every 12 room nights stayed in a Broken Arrow hotel.	$500 for every 12 room nights
Production Office Incentive	• Local Spending Incentive Requirements (above) apply • 20% rebate on cost of production office space at any Broken Arrow hotel • 10% rebate applies for cost of any production office space other than a Broken Arrow hotel but within city limits	10-20% rebate on production office spend

Other Information

- Preference given to family friendly films.

Areas of production which qualify for Local Spending

Site rentals	Labor	Rentals	Purchases
Production Office Space	Gas and Oil	Catering	Craft service
Gratuities	Animals	Security, police	Health care professionals
Any crew that is hired locally and is paid, not volunteer.			

DRAFT

CERTIFICATION BY APPLICANT

I/we have read and understand the City of Broken Arrow/Visit Broken Arrow Film Incentive Guidelines.

Applicant is responsible for accuracy of all data and documentation included in this application. Initial applications are submitted to Visit Broken Arrow staff. Once submitted, applications become the property of the City of Broken Arrow. It is the applicant's responsibility to inform Visit Broken Arrow staff in the event there are changes to any information on the application. Amendments must be sent via email Visit Broken Arrow staff.

Upon written request, applicants shall issue any necessary authorization to the appropriate Federal, State or local authority for the release of information concerning a production being considered under these administrative rules, including but not limited to financial reports and records relating to the applicant or to the production for which this rebate is requested.

By signing below, the applicant certifies that all the information contained herein and exhibits attached hereto are true to the best of their knowledge and are submitted for the purpose of obtaining rebate through the City of Broken Arrow.

Applicant Signature: _____ Date: _____

Title: _____ Phone: _____

Submit Applications to:
Visit Broken Arrow

Email:
visitba@BrokenArrowok.gov

Mail:
c/o Visit Broken Arrow
123 N Main Street
Broken Arrow, OK 74012

In Person:
123 N. Main St.
Broken Arrow,
OK

DRAFT

City of Broken Arrow

Request for Action

File #: 25-228, **Version:** 1

Broken Arrow City Council
Meeting of: 2-18-2025

Title:

Consideration, discussion and possible approval and authorization to execute an agreement with Trane U.S. Inc. for the Turnkey supply and installation of 25 Trane Package Rooftop Units, 1 Split System, 2 Mini-Split Systems, 1 Captiva Air Make-Up Unit, and a Trane Tracer Building Automation System at the Bass Pro Building through the OMNIA Partners Purchasing Cooperative

Background:

The Bass Pro complex, located at 101 Bass Pro Drive in Broken Arrow, is owned by the City of Broken Arrow and operated by Bass Pro through a lease agreement with the City. The existing HVAC system in the building has reached the end of its useful life and requires replacement.

Maintenance Services recommends sourcing the equipment and installation through OMNIA Partners, a procurement cooperative for government agencies that ensures cost efficiency and compliance with competitive bidding processes. Trane, a vendor under the OMNIA Contract Racine #3341, has provided proposal numbers L2-QtRAAW-24-006 and L2-QtRRAW-24-007 for this purchase. Utilizing OMNIA Partners for this procurement saves time and costs compared to the traditional bid process, ensuring the City meets its needs promptly and economically.

Cost: $1,444,619

Funding Source: 2517020-3301700-570170

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: Trane Unit Proposal - Bass Pro RTU Replacement, Trane Controls Proposal - Bass Pro Shop Tracer Upgrade

Recommendation:
Approval and authorization to execute an agreement with Trane U.S. Inc. for the Turnkey supply and installation of 25 Trane Package Rooftop Units, 1 Split System, 2 Mini-Split Systems, 1 Captiva Air Make-Up Unit, and a Trane Tracer Building Automation System at the Bass Pro Building through the OMNIA Partners Purchasing Cooperative.

Trane Turnkey Proposal



Turnkey Proposal For:
City of Broken Arrow
220 S 1st St.
Broken Arrow, OK 74012

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

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

Proposal ID: 7481101

Omnia Contract: Racine #3341
Quote Number: L2-QtRAAW-24-006

Date: October 07, 2024

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Prepared For:
City of Broken Arrow

Date:
October 7, 2024

Job Name:
Bass Pro Shop RTU Replacement

Proposal ID:
7481101

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

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with the City of Broken Arrow and based on the site surveys performed on 8/21/2024.

1. Provide and install the 25 Trane packaged rooftop units (RTUs) with the following options and features.
    a. DX Cooling / Gas Heat
    b. R-454B Refrigerant
    c. 460/60/3
    d. Symbio 700
    e. Economizer, Reference Enthalpy with Barometric Relief
    f. Hinged Access Panels
    g. Through the Base Electric
    h. Non-Fused Disconnect Switch
    i. Unpowered 20A Convenience Outlet
    j. Advanced Controls and BACnet BAS
    k. Return Air Smoke Detector
    l. Clogged filter switch, fan failure switch, condensate overflow switch
    m. 1st year parts and labor warranty
    n. 2nd – 5th year compressor parts warranty (no labor)
2. Provide and install one Trane split system with the following options and features.
    a. 5 Ton nominal cooling capacity
    b. 208-volt, single phase, 60 hertz
    c. 4-way, 5-ton air handling unit
    d. 14-SEER, 5-ton condensing unit
    e. Standard cooling coil
    f. 7 kW electric heat coil
    g. 1st year parts and labor warranty
    h. 2nd – 5th year compressor parts warranty (no labor)
3. Provide and install two Trane ductless split system with the following options and features.
    a. 2-ton and 2.5 ton nominal cooling capacity
    b. 208-volt, single phase, 60 hertz
    c. Wall mount cassette
    d. Outdoor heat pumps
    e. 1st year parts and labor warranty
    f. 2nd – 5th year compressor parts warranty (no labor)
4. Provide and install a Captive Air make-up air unit with the following options and features:
    a. 3,500 cfm at 0.75" ESP, constant volume fan control.
    b. 17.5-tons of cooling
    c. 350 MBH gas heat, 10:1 turndown or better. Natural gas.
    d. 460V, 3 phase
    e. 2-position outside air damper, no return air.

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f. Bottom supply air discharge.
g. Factory controls with BACnet comm
h. Unit to be started via local switch on the kitchen hood
i. Single point power connection
j. Factory installed disconnect and convenience outlet
k. Outside air hood
l. MERV 8 filter
m. Condenser hail guards
n. Smoke detector
o. 1st year parts warranty
p. 2nd – 5th year compressor parts warranty

5. Rooftop Unit Replacements:
    a. Lockout/tag out all equipment.
    b. Reclaim the refrigerant and provide the customer with a certificate of disposal.
    c. Disconnect the gas piping and prepare for connection to new.
        i. The existing gas pressure regulators shall remain and be reused.
    d. Disconnect electrical and fire alarm wiring and prepare for connection to new.
        i. The existing circuit breakers will be replaced. The wire will be reused.
            1. KRTU-1, RTU-15, 18, 21, & 22
        ii. Disconnect the 120V circuit at each RTU's convenience outlet and prepare for connection to new.
        iii. KRTU-1: Disconnect the electrical circuit serving the energy recovery ventilator. Remove the wiring back to the existing electrical panel and label the breaker spare.
    e. Remove the units and legally dispose of them.
        i. KRTU-1: Remove the bolt on energy recovery unit. It will not be replaced.
    f. RTU-13: Hoist the adapter curb to the roof and secure it to the existing curb.
    g. Hoist the new RTUs to the roof and secure them to the curbs.
    h. Extend the gas piping to the units and connect.
        i. Paint the new gas piping to match existing.
    i. Provide a full size drain off the units.
    j. Extend the existing electrical circuits to the units and connect.
        i. Provide and install new circuit breakers in the existing panels for the six units listed below. The existing electrical panels are GE Series A panels.
            1. KRTU-1, RTU-21 & 22 – Replace the 30A, 3 pole circuit breaker with a 35A, 3-pole circuit breaker.
            2. RTU-13 – Replace the 25A, 3 pole circuit breaker with a 20A, 3-pole circuit breaker.
            3. RTU-15 & 18 – Replace the 30A, 3 pole circuit breaker with a 40A, 3-pole circuit breaker.
    k. Extend the separate 120V circuit to each unit's convenience outlet and connect.
    l. Extend the fire alarm shutdown wiring to the new units and connect.
    m. Start-up the new units and verify operation.
    n. Provide test and balance of the new RTUs to verify proper airflow and set the minimum outside air damper position.
6. Split System Replacement:
    a. Lockout/tag out all equipment.
    b. Reclaim the refrigerant and provide the customer with a certificate of disposal.
    c. Disconnect and remove existing AHU and condensing unit. Prepare the existing ductwork, drain piping, and electrical for connection to the new equipment.
    d. Remove the line set.
    e. Install the AHU in place of the existing unit.
    f. Hoist the condensing unit to the roof and set it on new composite blocks.
    g. Provide and install new line set between the AHU and condensing unit per the IOM.
    h. Provide the refrigerant and charge the circuit.
    i. Provide ductwork transitions and connect the new AHU to the existing ductwork.
    j. Provide a full size drain off the new AHU and extend to a floor drain.
    k. Extend the existing electrical circuit to the new equipment and connect.
        i. Provide a new disconnect switch at the condensing unit.
    l. Startup the split system and verify operation.
    m. Seal the roof penetrations watertight.

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7. Mini-Splits Replacement:
    a. Two mini split systems shall be direct replaced.
    b. Two abandoned heat pumps, piping, and electrical on the roof shall be removed.
        i. Seal the roof penetration watertight.
    c. Lockout/tag out all equipment.
    d. Reclaim the refrigerant and provide the customer with a certificate of disposal.
    e. Disconnect and remove existing cassette and heat pump. Prepare the existing drain piping and electrical for connection to the new equipment.
    f. Remove the line sets.
    g. Install the cassette in place of the existing unit.
    h. Install the heat pump in place of existing.
        i. When on roof, install the heat pump on composite blocks.
        ii. When on grade, set the heat pump on the existing concrete pad.
    i. Provide and install new line sets between the cassettes and heat pumps per the IOMs.
    j. Provide the refrigerant and charge the circuits.
    k. Provide a full size drain off the new cassette and connect it to the existing drain piping.
    l. Extend the existing electrical circuits to the new equipment and connect.
        i. Provide a new disconnect switch at the condensing unit.
    m. Startup the mini-splits and verify operation.
    n. Seal wall or roof penetrations watertight.
8. Make-up Air Unit (MAU) Replacement:
    a. Lockout/tag out all equipment.
    b. Reclaim the refrigerant and provide the customer with a certificate of disposal.
    c. Disconnect the gas piping and prepare for connection to new.
        i. The existing gas pressure regulator shall remain and be reused.
    d. Disconnect electrical and fire alarm wiring and prepare for connection to new.
    e. Remove the MAU and legally dispose of it.
    f. Hoist the adapter curb to the roof and secure it to the existing curb.
    g. Hoist the new MAU to the roof and secure to the curb.
    h. Extend the gas piping to the unit and connect.
        i. Paint the new gas piping to match existing.
    i. Provide a full size drain off the unit.
    j. Extend the existing electrical circuits to the units and connect.
    k. Install the MAU control panel on the wall in the Kitchen and connect it to the unit per the IOM.
    l. Extend the fire alarm shutdown wiring to the new unit and connect.
    m. Start-up the new unit and verify operation. Provide completed start-up forms to Trane's PM.

Proposal Notes/ Clarifications

1. All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays).
2. Proposal does not include "Premium Time" or Price Contingency therefor.
3. Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval.
4. Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
5. Asbestos or hazardous material abatement removal shall be performed by customer.

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Items excluded from Trane' scope:

1. Any work not listed above.
2. Overtime
3. MEP Engineering and construction documents.
4. Structural reinforcement or evaluation.
5. Roofing.
6. Repair or replacement of the existing to remain HVAC system, it is assumed to be working order.
7. Correcting code and system deficiencies of the existing building systems.
8. All controls work and integrating the new equipment with the existing control system.
    a. The control system upgrade is quoted separately.
9. Replacing the existing gas pressure regulators.
10. Replacing kitchen KRTU1's energy recovery unit.
11. Replacement of the aquarium condensing units, DX systems.
12. Test and balance of the existing ductwork.

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Pricing and Acceptance

Broken Arrow City Of

Price

Total Net Price (*Excluding all taxes)*……...……$1,374,750

Potential PSO Midstream Equipment Rebate*(rebate after full purchase of proposal post completion or project)*……....*$12,850*

This project is priced in accordance with Trane's Omnia Partners cooperative purchasing contract.

This proposal includes a payment and performance bond.

Financial items not included

- Taxes – if taxable, taxes will be calculated and invoiced separately
- Bid Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Blake Faluotico
Trane U.S. Inc.
Cell Phone: (918) 613-4771

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ACCEPTANCE

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

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

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

Submitted By: Blake Faluotico	Cell: (918) 613-4771 Office: (918) 250-5522 Proposal Date: October 7, 2024
CUSTOMER ACCEPTANCE City of Broken Arrow	**TRANE ACCEPTANCE** Trane U.S. Inc.
Authorized Representative	Authorized Representative Blake Faluotico
Printed Name	Printed Name Blake Faluotico
Title	Title Trane Account Manager
Purchase Order Acceptance Date:	Signature Date 10/7/2024

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TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

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

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

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

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

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

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

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

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

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

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

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

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

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

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

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

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

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

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

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

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

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

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

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

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

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

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

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

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

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

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

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

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

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

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

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

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

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

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SECURITY ADDENDUM

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

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of

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providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) data backups; and
    (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or

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undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

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Proposal

(Valid for 15 days from Proposal Date)

Prepared For:
City of Broken Arrow

Date:
October 7, 2024

Job Name:
Bass Pro Shop – Tracker Upgrade

Proposal ID:
7929282

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

Payment Terms:
Net 30

Cooperative Quote Number:
L2-QtRAAW—24-007

Cooperative Contract Number:
OMNIA Racine #3341

Trane U.S. Inc. is pleased to provide the enclosed proposal for your review and approval.

Trane Tracer Building Automation System

Building Automation System Upgrade

- Tracer SC+ Synchrony Building Automation System
  - Web Based Interface
  - BACnet Communications
  - Provide and install (1) Local User Display Interface
  - Replication of existing programming and schedules implemented on Tracker Platform
- RTU (Typical of 25)
  - Integration of Factory Controller
  - MS/TP BACnet Communications

Controls systems services included

- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming & Graphics
- Control System Start-up and Check Out
- Owner Control System Operational Training
- Pricing is based upon regular working hours Monday-Friday 8:00 am – 5:00 pm

Electrical Installation

- Electrical installation of low voltage wiring (and required conduit) as specified above is provided in this proposal. Open-run Plenum-rated cable (no conduit) will be installed in concealed and accessible areas (above ceilings etc.). All required conduits shall be EMT

Proposal Notes / Clarifications

- Timely execution and completion of work contingent on availability of controls products and current supply chain constraints.
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract, credit approval, and approved submittals.
- Controls for any systems not listed above are excluded
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors

- The customer is requested to provide Trane with an Ethernet connection. The cable and actual connection will be provided by the customer to ensure all necessary network conditions and requirements for cabling meet the integrity of the customer's network and security is not compromised. This connection process is provided to ensure proper integration with the customer's network infrastructure. Trane will require an IP address from the customer's IT department for each Trane Facility Infrastructure network device installed on the customer's network. Trane will provide the customer with a Mac address for each network device needed.
- To ensure the customer will be provided with proactive service and facility issue resolutions, Trane is requesting VPN access to the facility infrastructure systems specifically associated with the systems being monitored and or controlled by Trane's automation and monitoring system. The intent is to provide the customer with infrastructure support from our local or national Trane Intelligent Services Staff.

Exclusions

- All communications wire is presumed to in a daisy chain configuration and in proper working order. Any communication issues are not covered by this proposal.
- Providing or installing space temperature thermostats.
- Providing any Mechanical Systems Demolition
- Providing or installation of any louvers, dampers, valves, or actuators (All existing to remain)
- Water pressure and differential taps, valve manifolds, flow switches, thermal wells (All existing to remain)
- Providing, installation, integration, or monitoring of any water, gas, or electrical meters.
- Providing, installation, or controlling of any smoke detectors, remote test stations, or fire and/or smoke dampers or actuators.
- Providing of any integration or controls for Fire Alarm Control or Lighting Control Panels
- Providing, installation, or wiring of any controls or equipment not specifically listed in the scope of work.
- Providing of any PC's, printers, or accessories.
- LAN drops or IP addresses.
- Providing of any air or water balancing.
- Roof penetrations
- Demolition, cutting, patching, or repair of walls
- Demolition, removal, or re-installation of any existing controls unless otherwise stated above.
- Demolition, cutting, patching, or repair of any pneumatic lines or equipment.
- Any temporary controls
- Repair or replacement of any equipment being controlled

Total Pricing (Excluding All Taxes) $69,869.00
*****This project is priced in accordance with Trane' OMNIA Partners Cooperative Purchasing Contract***
*****This proposal includes a payment and performance bond.***

Sincerely,

Chase Barrow - Trane U.S. Inc. dba Trane
2201 North Willow Ave
Broken Arrow, OK 74012
Phone: (918) 404-3218
Fax: (918) 250-5419

Company: _____
Authorized by: _____
Title: _____
Purchase Order No: _____
Date: _____

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

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

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

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

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

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

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

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

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

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

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

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

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

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

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as

the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

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

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

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

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

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

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

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

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

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE**

IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY .OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.

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

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

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

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

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

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

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

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

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

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

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

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.

7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

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

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

SECURITY ADDENDUM

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

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
   "Equipment" shall have the meaning set forth in the Agreement.
   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
   "Services" shall have the meaning set forth in the Agreement.
2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
   d. Account Termination. Vendor will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to the Trane's processing of Customer Confidential Information (collectively, "***Laws***").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) data backups; and
    (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
    Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
16. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME:

City of Broken Arrow

Request for Action

File #: 25-237, **Version:** 1

Broken Arrow City Council
Meeting of: 2/18/2025

Title:

Consideration, discussion and possible approval of and authorization to execute Resolution No. 1633 for Northeastern State University - Broken Arrow to become a traditional four-year public university and supporting Oklahoma Senate Bill SB701 that would accomplish this endeavor

Background:
In the last 35 years, the City of Broken Arrow has been working towards Northeastern State University - Broken Arrow (NSU-BA) becoming a traditional four-year public university. The City's efforts include providing approximately $43 million in the purchase of land and improvements to the campus, partnering with Oklahoma Transit Authority (OTA) on improvements to the Creek Turnpike, and engaging in various lobbying efforts.

Right now, there are a numerous challenges associated with NSU-BA not being a four-year university. One of the biggest challenges is that current state statute denies students graduating from Broken Arrow schools full access to school choice.

Other challenges of NSU-BA not being a four-year university include:

- Based on research, Broken Arrow is one of the largest cities in country that does not have a traditional public four-year university or college in its city.
- The Tulsa metropolitan area is one of the largest in the country that does not have a public four-year university.
- Without a 4-year public university, Broken Arrow and the Tulsa region are unable to take full advantage of all the economic development, cultural and social opportunities that can advance our region and state.

Benefits of NSU-BA becoming a four-year public university:

- Significant economic impact for City, region, and state.
- Increase in the number of skilled workforce.
- Brings research and innovation to the community and region.
- Additional cultural and social opportunities.
- Increased community engagement.
- Higher education hub for the area, which helps with additional and higher paying jobs.
- Would add to an already great quality of life.

The City Manager plans to provide Council with a PowerPoint presentation and will open the floor for

discussion on support for the initiative and Senate Bill 701 that was introduced by Senator John Haste.

Cost: N/A

Funding Source: N/A

Requested By: Michael Spurgeon, City Manager

Approved By: City Manager's Office

Attachments: Resolution No. 1633
Power Point NSU Presentation
NSU BA Senate Bill 701 Info Sheet
OK Senate Bill 701

Recommendation:
As Council directs.

RESOLUTION NO. 1633

A RESOLUTION OF THE BROKEN ARROW CITY COUNCIL REGARDING NORTHEASTERN STATE UNIVERSITY-BROKEN ARROW BECOMING A TRADITIONAL FOUR-YEAR UNIVERSITY AND SUPPORTING SENATE BILL 701 THAT WOULD ACCOMPLISH THIS ENDEAVOR

WHERAS, Northeastern State University opened its Broken Arrow campus ("NSUBA") in 2001 and now serves more than 3,500 juniors, seniors and graduate students in a campus consisting of 60 classrooms, 12 science labs and 8 compute labs with modern equipment and facilities for teaching and research;

WHERAS, the City of Broken Arrow recognizes and appreciates the positive impact NSUBA has on the City of Broken Arrow, including providing educated workers for existing businesses, encouraging new businesses to locate within the City of Broken Arrow and expanding employment opportunities within the City;

WHEREAS, NSUBA only accepts students who have met necessary prerequisites who are eligible for upper division classes offered at NSU Broken Arrow, meaning NSUBA does not accept freshmen;

WHERAS, the City of Broken Arrow requires a full, four-year University in order to meet the educational needs of its students, business community and citizens;

WHEREAS, for over twenty years the City of Broken Arrow has financially supported Northeastern State University with approximately $43 million for the purchase of land and improvement to the campus, partnering with Oklahoma Transit Authority on improvements to the Creek Turnpike and engaging in various lobbying efforts on behalf of NSU to operate as a four-year University that offers full bachelors and graduate degree programs at a Broken Arrow to better serve the students, businesses and citizens of Broken Arrow;

WHEREAS, to establish NSU in the City of Broken Arrow as a four-year University, City voters passed in two separate special elections Ordinances No. 2731 and 2731, dedicating $16 million of special sales tax dollars to fund NSU as a four-year college and donating 199 acres of land to Northeastern State University to operate a four-year University;

WHEREAS, the citizens of Broken Arrow provided this significant financial support for the purpose of operating a four-year University located within the City of Broken Arrow which NSUBA campus does not currently provide to Broken Arrow;

WHEREAS, the Tulsa metropolitan area is one of the largest in the country that does not have a public four-year university, with the City of Broken Arrow specifically being one of the largest cities in the country without a four-year university or college in its City;

WHEREAS, the City of Broken Arrow and the Tulsa region are unable to take full advantage of the economic, cultural and social development provided by a four-year public university, including a significant economic impact for the City region and state, an increase in the number of skilled workforce, additional research and innovation in the community and region, additional cultural and social opportunities, increased community engagement, and providing a

higher education hub for the area providing additional higher paying jobs that will add to an already great quality of life

WHEREAS, Senate Bill 701 introduced by Senator John Haste authorizes the Oklahoma State Regents for Higher Education to make lower division, as well as upper division, undergraduate and graduate courses available at the NSUBA campus effectively transforming NSUBA into a full four-year University.

The Tulsa metropolitan area is one of the largest in the country that does not have a public four-year university, with the City of Broken Arrow specifically being one of the largest cities in the country without a four-year university or college in its City

NOW, THEREFORE, BE IT RESOLVED that the Broken Arrow City Council fully supports the passage of Oklahoma Senate Bill 701.

ADOPTED by the Council: February 18, 2025.

ATTEST: Mayor

(SEAL) City Clerk

APPROVED AS TO FORM:

City Attorney

Northeastern

STATE UNIVERSITY - BROKEN ARROW

SB701 *Support*

- Currently, the Regional University System of Oklahoma (RUSO) is working with Senator John Haste and Senator Christi Gillespie on SB701
- Since the early 1990's, Broken Arrow has been a supporter of the initiative for NSU-BA to be a 4-year public university

WHAT'S HAPPENING IN BROKEN ARROW

Population

- Population in 1990 - 75,000
- Current estimated population - 120,000 (#247th largest city in America)
- 4th Largest city in the State of Oklahoma
- Tulsa metro has grown by over 1% per year the last 4 years and this growth is expected to continue
- Current estimates - the City's population will reach approximately 240,000 by 2060

BROKEN ARROW'S *Economy*

- Assessed Value of the Community is over $1.3 billion (increased nearly 100% in last 10 years)
- Nearly $475 milion in private investments in 2024; also, nearly one billion in private investment planned for the next 3 years
- Over 2,000 new jobs created in the last 3 years; job growth projected at 6.2% (2023-2028), nearly 6,000 new jobs, outpacing the state job growth of 5.8% by .04%
- 3rd largest manufacturing city in the state
- Community supports current direction: Voters passed bond package of over $210 million in 2018; will consider $400 million package in 2026
- Outdoor Amphitheater partnership - 12,500 seats, across the street from NSU-BA campus

BROKEN ARROW
Quality of Life

- BA is recognized as one of the Safest Cities in America with population over 100k
- Consistently receiving awards recognizing Broken Arrow's great quality of life
- Broken Arrow's home values second highest in the state
- Household income in Broken Arrow is higher than both Oklahoma City and Tulsa

BROKEN ARROW *Public Schools*

- Based on current statistics, just over 94% of our students graduate
- Presently, Broken Arrow graduating students lack a choice for a traditional 4-year public university

SECURING A 4-YEAR UNIVERSITY HAS BEEN A 35-YEAR ENDEAVOR - TO DATE!!!

History

- Broken Arrow City Council has passed local legislation on multiple occasions demonstrating support for the higher education initiative
- BA voters have invested approximately **$43 million** toward NSU-BA becoming a 4-year university
- City acquired and donated the 170 acres for the NSU-BA campus
- Have support of local businesses and community leaders to have 4-year university in Broken Arrow
- Twice BA voters have approved temporary sales tax initiatives to fund the NSU-BA campus
- Citizens of BA voted for sales tax measure believing that the funds were for a 4-year university

History continued

- The City partnered with the Oklahoma Turnpike Authority (OTA) to construct an exchange at New Orleans and Liberty Trail (access to NSU-BA and area)
- Over the years City officials and the Broken Arrow Chamber have continually engaged various lobbying efforts to seek approval for NSU-BA becoming 4-year university.

Challenges

- Current State statute language eliminates school choice. SB701 would change this inequality
- Broken Arrow is one of the largest cities in America that does not have a traditional public 4-year university or college in its city
- Tulsa metropolitan area is largest in the country that does not have a public 4-year university
- Tulsa Community College (TCC) "Achieves" Program does not extend to Broken Arrow Public School students who live in Wagoner County - currently approximately 33% of BAPS district students live in Wagoner County

Challenges
continued

- Because there is not a traditional 4-year public university, the State of Oklahoma is not maximizing the retention of college graduates in Broken Arrow, the region and state

- Without a traditional public 4-year institution, Broken Arrow and the Tulsa region are unable to take full advantage of all the economic development, cultural and social opportunities that can advance our region and state

BENEFITS - NSU BA

of becoming a 4-year University

- Significant economic impact for City, region and state
- Increase in the number of skilled workforce
- Brings research & innovation to the community and region
- Additional cultural & social opportunities
- Increased community engagement
- Higher education hub for the area
- Adds to an already great quality of life

IN CLOSING

THE BROKEN ARROW COMMUNITY AND LOCAL GOVERNMENT HAVE DONE THEIR PART TO HELP CREATE A TRADITIONAL 4-YEAR PUBLIC UNIVERSITY

THE BROKEN ARROW CITY COUNCIL STRONGLY SUPPORTS NSU-BA BECOMING A TRADITIONAL 4-YEAR UNIVERSITY

BROKEN ARROW
Growth

- Broken Arrow and the Tulsa region are experiencing tremendous growth now and will in the future
- Now is the right time to advance making NSU-BA a 4-year university

A TRADITIONAL 4-YEAR PUBLIC UNIVERSITY WOULD HELP EXPEDITE THE GROWTH AND PROSPERITY IN BROKEN ARROW, THE TULSA REGION, AND STATE OF OKLAHOMA

BROKEN ARROW *is asking that*

- The Legislature pass SB701 and the Governor sign it into law
- This Bill would provide public school choice - options for a public 4-year university in Broken Arrow and metro area
- When SB701 becomes law, the RUSO Board and State Board of Regents can work together to implement a plan for transforming NSU-BA into a 4-year institution

THANK YOU!





Senate Bill 701 Information:

- SB701- modifies the location of the NSU Broken Arrow branch to clarify the location is within the City of Broken Arrow (rather than Tulsa metropolitan area).
- Authorizes NSU Broken Arrow to offer lower division (in addition to upper division courses) at that location.

The Need in Broken Arrow:

- The City of Broken Arrow invested $43 million for the NSU Broken Arrow campus to be a public four-year university for their growing workforce needs.
- Population growth in Broken Arrow has increased by 50,0000 since the 1990s and is expected to double by 2060.
- Broken Arrow is the third largest city in Oklahoma.
- In the last year alone, 1000 new jobs were added to the workforce, as well as 100 million in new capital investments in the growing economy of Broken Arrow.
- High school graduates lack a choice for a traditional four-year public university in the City of Broken Arrow as well as Tulsa County.
- In addition, 7000 Broken Arrow students who live in Wagoner County are ineligible for Tulsa Achieves, a scholarship program that pays 100% tuition because of the county in which they live.

- **Does the bill impact the statutory purpose of TCC, Langston, OSU or any other 2-year university?**
  - No, this bill would only impact NSU's ability to offer lower division courses by becoming a four-year public institution located in Broken Arrow.

- **Will there be a fiscal impact to Oklahoma taxpayers with this change?**
  - No, the infrastructure and facilities are already in place to ensure the capabilities of this change. The cost to the state of opening up the courses is nothing, but the economic benefits to Broken Arrow and the entire region are significant.

- **How would this bill impact the entire state, not only Broken Arrow?**
  - There is a current shortage of educated workforce in the state. There is not a public four-year university in Tulsa or Wagoner County, some of the fastest growing communities in the state. This issue is not only impacting Broken Arrow but also holding back the potential for economic growth throughout the entire state.

- **Are other universities able to offer four-year degree programs in Wagoner or Tulsa County?**
  - Yes, OU, USAO, Langston, RSU, OSU-IT (Bachelor of Technology only) are all able to legally offer lower and upper division classes in the Tulsa metropolitan area. Please note that Tulsa is also served by private universities ORU and TU. The ongoing message for public universities not offering classes is the concern that they "can't compete with free" since students' tuition is covered through Tulsa Achieves, a scholarship program that pays 100% tuition because of the county in which they live. NSUBA is prepared to fill the void for this region to give students and families a choice to attend a four-year regional university at an affordable cost. Also note that students attending a university that is a part of the Regional University System of Oklahoma stay in Oklahoma after graduation at 80%. The state's workforce system will grow with the passage of this bill. NSUBA has the infrastructure and accreditation to address this statewide challenge.

STATE OF OKLAHOMA

1st Session of the 60th Legislature (2025)

SENATE BILL 701 By: Haste

AS INTRODUCED

An Act relating to higher education; amending 70 O.S. 2021, Section 4668, which relates to Northeastern State University; modifying location of branch; providing an effective date; and declaring an emergency.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. AMENDATORY 70 O.S. 2021, Section 4668, is amended to read as follows:

Section 4668. On July 1, 2001, there may be established a branch of Northeastern State University within the ~~Tulsa metropolitan area~~ City of Broken Arrow. The Oklahoma State Regents for Higher Education are authorized to make lower division and upper division undergraduate and graduate course offerings at the Northeastern State University branch in Broken Arrow available as the State Regents shall determine are appropriate. Undergraduate degree programs offered through Oklahoma State University/Tulsa shall not duplicate those undergraduate degree programs offered by

Northeastern State University in ~~Tulsa~~ Broken Arrow, as determined by the Oklahoma State Regents for Higher Education.

The Oklahoma State Regents for Higher Education shall fund Northeastern State University at a level not less than its fiscal year 1998 level, and its Education and General Budget shall be held harmless from reductions in succeeding years.

It is the intent of the Legislature that Northeastern State University in Broken Arrow be funded at a level consistent with the average allocation and allotment of the institutions in the regional funding tier as established by the Oklahoma State Regents for Higher Education.

Beginning with the 2001 - 2002 academic year, degrees earned at Northeastern State University ~~Branch~~ branch in ~~Tulsa~~ Broken Arrow shall be designated as awarded by the Oklahoma State Regents for Higher Education acting through Northeastern State University.

SECTION 2. This act shall become effective July 1, 2025.

SECTION 3. It being immediately necessary for the preservation of the public peace, health, or safety, an emergency is hereby declared to exist, by reason whereof this act shall take effect and be in full force from and after its passage and approval.

60-1-287 EB 1/15/2025 11:01:46 AM

City of Broken Arrow

Request for Action

File #: 25-235, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:

Consideration, discussion, and possible approval of a list of the City of Broken Arrow's priorities to present to Oklahoma members of Congress at National League of Cities Advocacy on Capitol Hill Day on Wednesday, March 12, 2025, in Washington, D.C.

Background:

City Councilors will attend the National League of Cities Congressional City Conference March 10-12, 2025. On March 12, Broken Arrow City Council members will meet with Broken Arrow's federal Congressional delegation as part of the Advocacy Day on Capitol Hill. Federal and local partnerships are critical to municipalities as they improve decision-making that will impact and improve Broken Arrow's quality of life and the viability of projects.

To better effectuate the City's talking points with legislators, it is recommended that the Council discuss and develop a list of priorities to communicate on Advocacy Day on Capitol Hill.

Staff recommends the following priority updates for the 2025 Legislative agenda:

- Historic levels of inflation
- Local and domestic energy
- Public Safety
- Support for direct funding from the federal government to municipalities
- Redirect funds identified as wasteful in DOGE audits to capital improvement grant opportunities
- Funding for water and sewer distribution improvements
- Future funding for improving interchanges at Elm Plat/SH-51 and Lynn Lane/SH-51
- Opposition to the federal government nationalizing elections, and continued support for efforts to safeguard the integrity of all elections
- Opposition to the federal overreach of local zoning
- Proper disposal of Ni-cad batteries to mitigate waste stream pollution

Last year's 2024 Legislative Agenda is attached for reference.

Cost: N/A

Funding Source: N/A

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: 2024 Legislative Agenda

Recommendation: Approve the priority update topics for the 2025 Legislative Agenda
n/a

City of

BROKEN ARROW

Where opportunity lives

2024 LEGISLATIVE AGENDA

Dear Broken Arrow Advocate,

Our state is blessed to have leaders at all levels who recognize that federal and local municipal partnership is critical to decision-making that will impact and improve each Oklahoman's quality of life and viability of projects. We, collectively as a Council, take our role as advocates for our city's success seriously and know that you have the same intentions as you represent all municipalities at the federal level.

As a growing community, we must focus on issues that are a priority to Broken Arrow and are vital to our continued efforts to attract and retain visitors, residents, and new businesses. In our ongoing endeavor to invest in the community's future, we would like to present to you a few of our governing body's priorities that will guide us through the next few years and well into the future.

They are as follows:

- Funding for improving interchanges at Elm Place/SH-51 and Lynn Lane/SH-51
- Funding for water and sewer distribution improvements
- Support of broadband initiatives
- Public Safety
- Opposition to the federal overreach of local zoning
- Support for direct funding from the federal government to municipalities
- Opposition to the federal government nationalizing elections
- Threat of government regulatory overreach
- Local and domestic energy
- Supply chain bottlenecks
- Historic levels of inflation

On the following pages, you will find summaries of each priority.

Thank you for allowing us to share all the exciting progress that is happening in our wonderful city and for your continued support in making Broken Arrow a great place to live, work, and play.

Respectfully,

City of Broken Arrow

Debra Wimpee
Mayor

Christi Gillespie
Vice Mayor

Lisa Ford
Councilor

Justin Green
Councilor

Johnnie Parks
Councilor

- infrastructure -

Funding for improving interchanges at Elm Place/SH-51 and Lynn Lane/SH-51

The City of Broken Arrow requested funding support through the Federal Highway Administration's RAISE Grant, Surface Transportation Program (STP), or other funding mechanisms to pay for the design and construction of a new interchange located at one of the community's main entryways into the city, Elm Place and State Highway 51. Thank you for your support which led to us receiving a $5.84 million grant for planning purposes. This interchange experiences over 100,000 vehicles daily. The last upgrade to this interchange was in 1993. The traffic counts and patterns have changed immensely since that time. The north side of the interchange has developed at a rapid pace since the original construct. Prior to 1995, virtually no traffic headed north of the interchange. Since that time, a significant commercial district was developed with Bass Pro Shops as the anchor, as well as a hospital and surrounding medical support companies. One of the largest churches in the state of Oklahoma was built and operates to the north. The area also encompasses many residential subdivisions and a golf course. The City has bond funds and some STP monies on the order of $9 million, but we estimate that a $35 million cost may be necessary to address the concerns. Traffic routinely backs up the state highway during peak hours. This creates a dangerous situation.

Funding for water and sewer distribution improvements

The City of Broken Arrow has over $200 million worth of water and wastewater capital improvements scheduled over the next several years. The only possible way to tackle this daunting task is through the federally funded water and sewer programs that are administered at the state level. The City encourages the federal government to increase the funds for these programs for the local municipalities to address the critical nature with respect to their utilities.

Support of broadband initiatives

Broken Arrow is the fourth largest city in Oklahoma, and one of the fastest growing cities in the state. Such growth often comes with significant changes at a neighborhood level, and it is not unusual to see differences in demographics emerge. However, this was intensified by the pandemic and a move to remote learning across schools. For Broken Arrow families with school-age children, the ability to remain engaged suddenly depended on the speed and availability of high-speed broadband internet. While this was also true for many families at a work level, the children were the most negatively impacted. In addition, neighborhoods of lower-income families and their students found themselves on the wrong side of a suddenly larger digital divide, creating a disparity contributed to by the area's high cost of suitable broadband service and lack of providers. These children have been effectively left behind, especially in a world that will continue to utilize home-based broadband connectivity in some capacity going forward.

To directly address this disparity, the City of Broken Arrow is moving forward with a Broadband Initiative to provide the opportunity for low-cost internet service utilizing the federal funding provided by American Rescue Plan Act funds and potential Broadband federal funding within the Infrastructure Investment and Jobs Act.

- infrastructure (cont.) -

Public safety

- Continuity of qualified immunity as it has been traditionally implemented
- Oppose “defund police” philosophy and policy
- Support the return of funding opportunities in terms of hiring and staffing. Example: Re-visitation of COPS Universal Hiring Grants and School Based Partnership Grants which were widely used in the late 1990s-early 2000s. Both of these hiring grants stemmed from federal sources at DOJ.
- Support opportunities for cost breaks/grants and standardization in terms of body worn camera programs
- Make a record for continued robust regional support to help with McGirt v. Oklahoma investigations. So far, the federal government has done a good job of sending resources and personnel to NE Oklahoma
- Support legislation and policies that protect officers from “sovereign citizens” engaging in “paper terrorism” and the “doxing of” police personnel. “Paper terrorism” is the filing of false claims against government officials and is inclusive of lawsuits, property liens, and bills/invoices. An example of “doxing of” officers would be the intentional posting of an officer’s personal information on the internet, especially sites that are hostile to law enforcement officers. This happened to some of our people at a nationally prominent political event where we acted as mutual aid to another city.
- Create legislation that makes "doxing" of law enforcement officials and their families a crime.
- Oppose ideas of putting “civilian panels” as oversight groups. Encourage local control and accountability of police. Point: The Police Department already answers to a “civilian” or non-sworn authority, the City Manager.
- Support legislation that will create long-term mental health facilities to relieve the burden on police of taking persons into protective custody.
- Create a nationwide cost-saving bid program that reduces the cost of bod-worn cameras and storage.
- Create a different criterion for grants that require high crime numbers to qualify for federal grants.
- Support the continued recognition of PTSD as a valid medical retirement condition.
- Exemption of income tax for the spouses of a law enforcement professional who die in the line of duty.
- Exemption of income tax for law enforcement personnel to take a medical retirement.
- Any mandate training or additional skills required by federal, or state officials must be financially supported by agencies responsible for administering the training.

– federal –

Opposition to the federal overreach of local zoning

There is a trend on the national stage to restrict or remove zoning regulations at the local level. Proposed legislation includes items like Economical Dormitory Zoning policies which say that people are not welcome in a community unless they can afford a single-family home, sometimes on a large plot of land. These policies run counter to American ideals and are pervasive in America. In most U.S. cities, zoning laws prohibit the construction of duplexes, triplexes, quads, and larger multifamily units on at least three-quarters of available land. This is untrue. Cities retain their identity and characteristics through zoning. But requiring cities to allow uses without the local input will have drastic impacts on the character of the local community and the protentional of the local economy. We ask that local governments be allowed to decide how their community evolves over time and make the decisions that are in their best interests.

Support for direct funding from the federal government to municipalities

Both the State Revolving Fund (SRF) Program for water and sewer projects and the Surface Transportation Program (STP) for transportation projects are funded at the federal level and distributed to the state level for administration. Unfortunately, the state takes a share of those funds to support and administer each program. The loss of these funds takes away from the very purpose intended, which is to pay for the construction of infrastructure. In addition, all of these programs require a significant amount of construction oversight for due cause. However, this oversight is generally hired out to third-party consultants which further greatly depletes the funding available for the construction of new infrastructure. The City of Broken Arrow supports creating a construction administration and oversight certification program in which those communities capable of achieving this certification can oversee their construction. This effectively moves the construction oversight to the local level and increases the funds available for new infrastructure.

Opposition to the federal government nationalizing elections

The United States Constitution dictates that elections are to be determined at the state level, not by the federal government. The federal government's only role is to acknowledge, record, and note any objections to the results of state elections. The Founding Fathers had no intention of consolidating the electoral process in the nation's capitol. All such laws are inconsistent with our nation's history and are antithetical to our Constitution's structure. Moreover, any attempt to nationalize lawful state elections would only result in questionable and abuse-prone election rules across the nation. Accordingly, the City of Broken Arrow opposes the passage of all laws that would effectively amount to a wholesale takeover of elections by the federal government.

Opposition to Government regulatory overreach

We have continually seen an increase in the federal government getting involved in the day to day control of businesses under the Biden Administration. Including but not limited to:

- Federal Trade Commission's abuse of power through antitrust decisions, scrutiny of key mergers and significantly increasing its powers. On top of that trust-busting, the Federal Trade Commission has taken such an aggressive stance against mergers and acquisitions that small and medium-sized businesses fear they'll have worked for years to build something and have no exit strategy if they choose to sell. The FTC has a really important job to do in stopping anticompetitive behavior that harms consumers. But it can't do that job if instead it is trying to enlarge its powers to, as its Chair is quoted as saying, "shape the distribution of power and opportunity across our economy".
- Other agencies aggressive oversight: SEC, Consumer Financial Protection Bureau, EPA, and IRS.

– federal (cont.) –

Local and domestic energy

Revenue from Oklahoma's oil and gas production taxes reached a record high in fiscal 2023, topping $1.5 billion. Oklahoma oil and gas supports not only our state but our nation by fueling America and providing byproducts that are essential to the daily lives of Americans. Supporting legislation that supports the fossil fuels industry is a priority.

- The Biden administration should accelerate the development of the five-year program for offshore leasing. Production on federal lands and waters accounts for 22% of total oil production and 12% of natural gas.
- The administration should also call on the Federal Energy Regulatory Commission to ensure any new pipeline permitting policies do not hinder the ability to build the energy infrastructure needed to access the United States' plentiful domestic natural gas resources.
- The White House should work with the U.S. International Development Finance Corporation to release $300 million in funding for the Three Seas Initiative that was promised to Eastern Europe in 2020 for the construction of natural gas infrastructure necessary to diversify energy supplies.
- Opposition to any legislation requiring ESG (Environmental, Social, Governance) on businesses. The fossil fuel industry contributes greatly to our state's economy and Oklahoma is home to thousands of fossil fuel industry employees. ESG policies are anti-fossil fuel and are motivated by political ideology rather than financial prudence.

Supply chain bottlenecks

Supply is in large part constrained because global supply chains have not healed from lockdowns. Supply chain problems are pushing prices higher because consumers have to pay more for scarce goods and businesses have to pay more for the inputs they need to produce these goods.

Historic levels of inflation

Small businesses everywhere are being impacted by the interrelated challenges of rising inflation, supply chain disruptions, and the worker shortage crisis—but inflation is hitting small businesses especially hard. The U.S. Chamber released a report in June with the following information:

"While interest rate hikes have implications for the broader economy, nine in ten (91%) respondents say small businesses are the most vulnerable to rising interest rates (52% strongly agree with this). More than three-quarters (76%) say that rising interest rates are limiting their ability to raise capital, up from 66% who said the same last quarter. A similar percentage (73%) say it's harder to borrow money because banks are tightening lines of credit.

Half (50%) of small businesses report that they have delayed plans to grow their business in response to higher interest rates. A similar number (49%) indicate they have taken out a loan within the past year to cover higher costs due to inflation.

This is the sixth consecutive quarter where inflation tops the list of challenges for small business owners. More than half (54%) say inflation is a top challenge followed by interest rates rising (23%), supply chain issues (23%) and revenue (20%)." (Source: US Chamber. June 2023. *Inflation Has Eased, But Small Business Owners Say It's Still Their Biggest Challenge.)*

###

City of Broken Arrow

Request for Action

File #: 25-173, **Version:** 1

Broken Arrow City Council
Meeting of: 02-18-2025

Title:

Consideration, discussion, and possible preview of Ordinance No. 3849, an ordinance amending Chapter 5 Animals, Article I, In General; Section 5-21

Background:

Ordinance 3849 amending the Broken Arrow Code Of Ordinances, Chapter 5 Animals, Article I, In General; Section 5-21 - Venomous reptiles, wild or exotic animals prohibited; Exceptions; Repealing all ordinances to the contrary; Implementing and declaring an emergency**.** The previous version of this Ordinance required the appointment of an "exotic animal review committee" consisting of **five** individuals with expertise in the field of wild and exotic animals to approve all permits for wild or exotic animals. The revised ordinance removes the requirement that an applicant receive approval from the "exotic animal review committee". Thus, an applicant for a wild or exotic animal permit only needs to obtain the approval of a qualified veterinarian and the City's animal control supervisor. The amended ordinance also removes Sulcata tortoises from the permit requirement.

Cost: $0

Funding Source: None

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Preview Ordinance No. 3849

Recommendation:
Preview Ordinance No. 3849 and set for adoption.

ORDINANCE NO. 3849

AN ORDINANCE AMENDING THE BROKEN ARROW CODE OF ORDINANCES, CHAPTER 5 ANIMALS, ARTICLE I, IN GENERAL; SECTION 5-21 – VENOMOUS REPTILES, WILD OR EXOTIC ANIMALS PROHIBITED; EXCEPTIONS; REPEALING ALL ORDINANCES TO THE CONTRARY; IMPLEMENTING AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

Broken Arrow Code Chapter 5, Animals, Article I, In General, Sec. 5-21. – Created, is hereby amended to read as follows:

Sec. 5-21. Venomous reptiles, wild or exotic animals prohibited; exceptions.

(a) It shall be unlawful for any person, firm or corporation to keep, maintain, possess or have under their control within the city any venomous reptile or any other wild or exotic animal.

(b) A wild or exotic animal shall be defined as one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country, or one which otherwise causes a reasonable person to be fearful of bodily harm or significant destruction of property. Such animals are further defined as being those mammals or those nonvenomous reptiles which are known at law as "ferae naturae." Wild or exotic animals specifically do not include animals of a species customarily used in Oklahoma as ordinary household pets, animals of a species customarily used in Oklahoma as domestic farm animals, fish confined in an aquarium, birds, nor insects. Sulcata tortoises are exempted from the permit requirements under this Section, provided they are kept in secure, appropriate enclosures and are not kept in a manner that creates a public safety concern or nuisance.

(c) The provisions of this section shall not apply to the following:

(1) Lawfully operated and located pet shops, federally approved and lawfully operated zoos, traveling temporary circuses, and veterinarians harboring such animals for purposes of providing professional medical treatment. Provided that, all animals kept pursuant to this subsection shall be confined in quarters so constructed and maintained as to prevent escape.

(2) Wild or exotic animals granted an exotic animal permit on an annual basis by the city council pursuant to the favorable recommendation of the animal control supervisor and a qualified veterinarian . Provided that, at least ten days prior to the meeting where the council will consider issuance of an exotic animal permit, written notice shall be mailed to all property owners located within a 300-foot radius of the applicant's residence or business advising them of consideration of the permit.

(d) Prior to issuance of an exotic animal permit, the owner of the wild or exotic animal shall complete an application on a form approved by the city manager and in addition provide the following:

(1) Verification of a policy of liability insurance in an amount of not less than $50,000.00 for personal injuries inflicted by the animal.

(2) Certification by an animal control officer that the animal is confined in a proper enclosure. A proper enclosure shall mean fully enclosed quarters adequate to prevent escape or burrowing, and constructed in such a manner so that the physical safety or property of any person lawfully entering the premises shall not be endangered. Further, all enclosures shall meet the regulations promulgated by the Oklahoma Wildlife Commission and the United States Department of Agriculture.

(3) Certification by a qualified veterinarian that the wild or exotic animal is being kept in conditions which are adequate to specific biological requirements necessary for the animal's health and well being, and in a habitat which is not cruel or abusive to the animal.

(4) Certification by a qualified veterinarian that the animal is not a risk to the public or persons to be in close contact with the animal.

(5) Certification by a qualified veterinarian that the animal is current on all required vaccinations and shots and that the animal does not currently have or will not have the propensity to contract any diseases or illness that could contaminate other animals or humans.

(6) Verification of compliance with all federal and state requirements, including, but not limited to, a valid USDA license if the animal is removed from the premises for any reason other than for obtaining veterinary care.

(7) Verification that the owner has not plead nolo contendere (no contest) or been found to have violated any federal, state or local laws or regulations pertaining to the transportation, neglect or welfare of animals.

(8) Presentation of a certified radius report from an abstract company or title company identifying all property owners within a 300-foot radius of the applicant's residence or business.

(9) Payment of an annual fee in an amount as set forth in the Manual of Fees as adopted by the Broken Arrow City Council.

(e) Unless otherwise provided by the requirements of the exotic animal permit, all wild or exotic animals shall be prohibited from presence on any public street, sidewalk or other public property or public way, except in a fully enclosed cage or adequate structural restraint. The use of a leash, with or without a muzzle, shall not be considered an adequate restraint.

(f) Any person, firm or corporation having the care or custody of any such animal in violation of this section shall be guilty of a class A offense. A separate and distinct offense shall be deemed committed on each day during which a violation occurs or continues. Further, any violation of the terms of the permit shall result in revocation of the permit at the discretion of the animal control supervisor with a right of appeal to the city council as well as the removal of the animal.

(g) The provisions of this section are severable, and if any paragraph or part should be found to be invalid, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

(Code 1977, § 5-21; Ord. No. 1477, § 1, 11-2-1987; Ord. No. 3163, § I, 5-3-2011; Ord. No. 3285, § IV, 8-5-2014)

PASSED AND APPROVED and the clause ruled upon separately this 18th day of February, 2025.

_____
MAYOR

ATTEST:

_____
(Seal) DEPUTY CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-224, **Version:** 1

Broken Arrow City Council
Meeting of: 02/18/2025

Title:
Consideration, discussion, and possible adoption of Ordinance No. 3850, an ordinance creating a Vehicle Replacement Fund to ensure funds availability for the purchase of city wide vehicles to be determined in the future, and approve the emergency clause

Background:
Ordinance #3850 will create the Vehicle Replacement Fund to endure funds are available to purchase city wide vehicles in the future. These funds shall be spent for this intended purpose approved in the budget by the City Council and according to the purchasing policy of the city.

Cost: N/A

Funding Source: N/A

Requested By: Cynthia S Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Ordinance #3850

Recommendation:
Adopt Ordinance No. 3850 and approve the emergency clause

ORDINANCE NO. 3850

AN ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, A MUNICIPAL CORPORATION OF THE STATE OF OKLAHOMA, CREATING THE "VEHICLE REPLACEMENT FUND", THAT WILL HAVE A COMMITTED FUND BALANCE IN ORDER TO ENSURE FUNDS AVAILABILITY FOR THE PURCHASE CITY WIDE VEHICLES TO BE DETERMINED IN THE FUTURE;

WHEREAS, Pursuant to the rules of the Governmental Accounting Standards Board (GASB), specifically GASB-54, a "committed fund balance" contains funds that are constrained for a specific purpose, imposed by formal action of the governing body's highest level of decision-making authority;

WHEREAS, The City Council of Broken Arrow wishes to segregate funds to ensure the availabliy to purchase vehicles in the future.

WHEREAS, These funds shall be spent only for this intended purpose approved in the budget by the City Council of Broken Arrow, Oklahoma and according to the purchasing policy of the city.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Broken Arrow, Oklahoma that:

Section 1: The City of Broken Arrow hereby creates a Committed Fund Balance for the purchase city wide vehicles.

Section 2: Severability: Should any provision of this Ordinance be deemed unlawful or unconstitutional, such finding shall not affect the remaining provisions of this Ordinance.

Section 3. An emergency exists for the preservation of the public health, peace and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

Section 4: Effective Date: This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED BY THE CITY COUNCIL as an ordinance of the City of Broken Arrow, Oklahoma on this ____day of_____, 20__.

Section 5. An emergency exists for the preservation of the public health, peace and welfare.

ATTEST: MAYOR_____

_____ (Seal) City Clerk

City of Broken Arrow

Request for Action

File #: 25-225, **Version:** 1

Broken Arrow City Council
Meeting of: 02/18/2025

Title:
Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3850

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be voted on separately.

Cost: N/A

Funding Source: N/A

Requested By: Cynthia S Arnold, Finance Director

Approved By: City Manager's Office

Attachments: None

Recommendation:
Approve the emergency clause for Ordinance No. 3850

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

_____

_____

_____

Terms for Payment:

Owner's request for payment in the amount of: $168,525.00

Owner's Mailing Address: 4757 Stonebriar Circle, College Station, TX 77845

Owner Requests Check:

- [x] Mailed to above address by FEDEX
- [ ] Mailed to above address
- [ ] Call me and I will pick it up
- [ ] Delivered by Agent

Check Payable to: The Margaret Couch Scraper Family Trust

Signature/Date:

Owner/s: Margaret Couch Scraper Date: 1/31/2025

Agent: Amy O'Laughlin Date: 1/31/2025

Project: ST2027 9th Street and Washington Street Intersection Improvements P.3

THE CITY OF BROKEN ARROW AND PONDS RX LLC DBA TURN PRO AQUATICS INC. AGREEMENT

This agreement made and entered into this __1__ day of __March__,2025, by and between the City of Broken Arrow, Oklahoma, hereinafter designated as "the City," and **Ponds RX LLC DBA/Turn Pro Aquatics Inc.**, of Edmond, Oklahoma.

WHEREAS, said Ponds RX LLC DBA/Turn Pro Aquatics Inc., in consideration of the payments hereinafter specified and agreed to be made by the City, hereby covenants, and agrees to perform all services as set forth herein to perform pond maintenance; and

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the City shall pay Ponds RX LLC DBA/Turn Pro Aquatics Inc. an amount as set forth herein, for services rendered in accordance with this Agreement and the other attachments hereto all of which are hereby incorporated into and made a part of this agreement. The parties hereto agree as follows:

I. Adoption by Reference: The Request for Quotation hereinafter known as Exhibit "A" is hereby adopted as part of this agreement.

II. Duties of Ponds RX LLC DBA/Turn Pro Aquatics Inc.: Ponds RX LLC DBA/Turn Pro Aquatics Inc. hereby agrees to complete the work as outlined in the attached, Exhibit "A" for the designated 7 pond maintenance project sites. Such areas are outlined in Exhibit "A". Ponds RX LLC DBA/Turn Pro Aquatic Inc. will provide all necessary equipment to perform such duties. Any ruts caused by Ponds RX LLC DBA/Turn Pro Aquatics Inc. will be repaired will be no cost to the City.

III. Compensation: Ponds RX LLC DBA/Turn Pro Aquatic Inc. will agree to perform the tasks as described in the Exhibit "A" for the designated 7 pond maintenance project sites, in accordance with the bid previously submitted, more specifically, Ponds RX LLC DBA/Turn Pro Aquatics Inc. shall be paid $1,389.00 per month.

IV. Duties of the City: In consideration of the agreement on the part of Ponds RX LLC DBA/Turn Pro Aquatics Inc., the City agrees to pay Ponds RX LLC DBA/Turn Pro Aquatics Inc. in accordance with Exhibit "A".

V. Term: This agreement shall be effective as of the date written above and shall continue until November 30th, 2025.

VI. Governing Law: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma. Venue shall lie exclusively in Tulsa County, Oklahoma.

VII. Assignment: Ponds RX LLC DBA/Turn Pro Aquatic Inc. shall not delegate their duties under this agreement without the prior written consent of the City.

VIII. Insurance: Ponds RX LLC DBA/Turn Pro Aquatic Inc. hereby acknowledges it is insured in accordance with the minimum insurance amounts as required by the City.

IX. Indemnify: Ponds RX LLC DBA/Turn Pro Aquatics Inc. shall indemnify and hold harmless the City of Broken Arrow, its employees, departments, agents and officials from any and all claims, suits, or demands including attorney fees which may be made against the City of Broken Arrow, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this agreement by Ponds RX LLC DBA/Turn Pro Aquatic Inc. or anyone under agreement with Ponds RX LLC DBA/Turn Pro Aquatics Inc. to perform duties under this agreement. Ponds RX LLC DBA/Turn Pro Aquatics, Inc., acknowledges that it has thoroughly inspected the pond maintenance project sites, has participated in the pond maintenance for years and therefore has full knowledge of the conditions of the pond maintenance project sites. City makes no representations or warranties, express or implied, as to the condition of the pond maintenance project sites. As the pond maintenance project sites are contained within land used for recreational purposes, Ponds RX LLC DBA/Turn Pro Aquatics shall make no modification to the sites unless specifically provided for herein.

X. Complete Agreement and Amendment: Client acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

XI. Severability. If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

XII. Termination. This contract may be terminated by the City of Broken Arrow at any time, without prior notice, due to poor service, budget shortfall, or any other unspecified reason.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year written below.

PONDS RX LLC DBA/TURN PRO AQUATICS INC:

By: _____

Title: Logistics Director

Date: 1/28/2025

CITY OF BROKEN ARROW:

By: Kenneth Schwab

Title: ACM

Date: 1/29/2025

Curtis Green

CITY OF BROKEN ARROW OKLAHOMA TULSA COUNTY

ATTEST:

Secretary (SEAL)

APPROVED AS TO FORM:

Attorney for City of Broken Arrow

CITY OF BROKEN ARROW
Where opportunity lives

"Exhibit A"

LOGISTICS DIVISION
1700 W. Detroit, Broken Arrow, OK 74012
Office (918) 259-7000 ext 7368 Fax (918) 259-8376
bdampf@brokenarrowok.gov

DUE DATE:
Friday, January 26th
TIME:
12:00PM

QUOTE

Fax or deliver your quote by the time & date due or your quote will not be considered for award. Quotes must be submitted on this form or they will not be considered for award.

	Qty	Description (OR EQUIVALENT)	Total
		Aquatic Maintenance Specifications	
		Scope of work: provide monthly aquatic maintenance to control aquatic vegetation	
		and/or prevent noxious submerged, floating or emersed vegetation and algae in	
		subject City ponds/detention facilities.	
		Provide maintenance from March 2024 through November 2024.	
		Quote a monthly unit maintenance cost.	
		SUBJECT PONDS:	
		1. **Arrowhead Park Pond** - 300 E Washington St / Approx 1 surface acres	194
		2. **Castlegate Detention Facility** (pond north of Jackson Park Pond) -	212
		4800 W Washington St / Approx 1.5 surface acres	
		3. **Jackson Park Pond** (south pond only) - 4800 W Washington St /	212
		Approx 1 surface acre	
		4. **Linear Trail Pond** - 1532 S Fern Pl / Approx 1 surface acre	193
		5. **Nienhuis Park East Pond** (Lynn Lane Pond) - 3201 N 9th St /	193
		Approx .60 Surface acres	
		6. **Nienhuis Park West Pond** (Disc golf course pond) 3201 N 9th St /	108
		Approx .40 surface acres	
		7. **Veterans Park Pond** - 1111 S Main St / Approx 2.5 surface acres	277
		Required Work:	
		a) Provide monthly periodic treatments to subject ponds as needed to control	
		aquatic vegetation and/or prevent noxious submerged,	
		floating and immersed vegetation and algae.	
		b) Treat to control vegetation at the water's edge.	
		c) Use current water management practices to ensure the safety of fish	
		and other aquatic life.	
		d) Apply water colorant to all subject ponds as needed to	
		control vegetation and algae.	
		e) Provide work services reports for all maintenance treatments.	
		f) Vendor must have all required licensing through the Oklahoma Department	
		of Agriculture for pesticide applications.	
		g) Vendors must have a minimum of five (5) years' experience in maintaining	
		aquatic vegetation in similar size and type facilities. Provide References.	

$1389.00

		h) Meet City's minimum insurance requirements	
		Contact the Parks Maintenance Office at (918) 455-8004 for any questions.	
	0	Do **NOT** include sales tax, Broken Arrow is tax exempt.	

Important Notice: The City reserves the right to reject any or all parts thereof, and accept the quote most advantageous to the City. The City reserves the right to accept by item, groups of items or all items.

Bidder must complete the following section:

Quote is valid for 20 days

Name of bidder: Ponds RX LLC DBA TurnPro Aquatics

Address: 22995 Cove Wood Cir. Edmond. OK. 73025

Street City State Zip

Attention:

Phone# / Fax#

J. Webber

Signature of Bidder's Authorized Representative

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170

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

W I T N E S S E T H:

WHEREAS, OWNER intends to prioritize upcoming Bond planning as well as develop the next generation of transportation and ITS infrastructure (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

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

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

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

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

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

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

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

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

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

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

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 15 - TERMINATION

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

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

ARTICLE 16 - DELAY IN PERFORMANCE

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

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

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

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

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

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

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

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

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

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

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

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

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

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

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

ARTICLE 25 - COMMUNICATIONS

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

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

CONSULTANT:
Kimley-Horn and Associates, Inc.
4727 Gaillardia Parkway, Suite 250
Oklahoma City, OK 73142
405.241.5447

Contact Name: Luke Schmidt, P.E., PTOE
Project Manager, Oklahoma City

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:
Kimley-Horn and Associates, Inc.

By: _____
Douglas Arnold, Contract Specialist

Date: 01/28/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: _____
Monica Powell, Assistant Secretary

Date: 1/28/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Texas)
) §
County of Tarrant)

Before me, a Notary Public, on this 28th day of January 2025, personally appeared Douglas Arnold, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Contract Specialist) 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:

02-03-2026

Notary Public

EVELYN ROMERO NOTARY PUBLIC STATE OF TEXAS ID 133569529 EXP. 02-03-2026

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to assist the OWNER to prioritize the upcoming Bond planning as well as continue to develop the next generation of transportation and ITS infrastructure in the City of Broken Arrow.

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 ($259,200) budgeted for this PROJECT that includes all professional consultant fees.

2.0 PROJECT SCOPE

2.1 Transportation Planning – CONSULTANT will prepare for and lead discussions around transportation best practices using industry examples and communities of both similar and aspirational sizes. See details in Appendix 1.

2.2 Transportation Bond Project Assessment and Prioritization - CONSULTANT will support the OWNER bond programming project prioritization. See details in Appendix 1.

2.3 Additional Transportation Bond Project Assessment and Prioritization - In addition to the corridor screening, CONSULTANT will perform additional project review, assessments, and screenings. See details in Appendix 1.

2.4 Transportation Policy Review and Recommendations - CONSULTANT will review existing policies, procedures, and standards pertaining to transportation decision making related to infrastructure and private development. This task will include the review and recommendations of the standards, procedures, and policies. See details in Appendix 1.

3.0 SCOPE OF SERVICES

3.1 See attached Appendix 1.

ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170

ORGANIZATION OF SUBMITTAL DOCUMENTS/DISCUSSIONS

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

1.0 TRANSPORTATION TECHNOLOGY KNOWLEDGE EXCHANGE DISCUSSION: The CONSULTANT shall prepare and lead discussions around Transportation best practices. These discussions will follow the content and format presented in Appendix 1, Task 1. The CONSULTANT shall submit a technical memorandum that includes summaries of each workshop including goals and objectives.

2.0 TRANSPORTATION BOND PROJECT ASSESSMENT AND PRIORITIZATION: The CONSULTANT shall support the OWNER bond programming project prioritization as it relates to:

- Historic traffic data and growth trends;
- Travel time and travel reliability;
- Crash data as part of the INCOG Safety Action Plan;
- Current and future land use plan;
- ODOT/OTA 8-year plan
- INCOG bike/trail plan
- Pavement condition assessment report (PCI)

From this evaluation, CONSULTANT will provide a report of recommendations about project prioritization into funding packages.

3.0 ADDITIONAL TRANSPORTATION BOND PROJECT ASSESSMENT AND PRIORITIZATION: The CONSULTANT shall submit a technical memorandum documenting the methodology, analysis, and recommendations from the screening presented in Appendix 1, Task 3.

4.0 TRANSPORTATION POLICY REVIEW AND RECOMMENDATIONS: The CONSULTANT shall review existing policies, procedures, and standards pertaining to transportation evaluations of infrastructure and private development that the CITY has in place. Based on this review, CONSULTANT shall include recommendations of next steps.

ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170

COMPENSATION AND ADDITIONAL SERVICES

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

1.0 BASIC COMPENSATION

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

1.1 Task 1 – Transportation Technology Knowledge Exchange Discussion: The OWNER shall pay the CONSULTANT a lump sum amount of $ 38,200.00 for the completion of the Transportation Technology Knowledge Exchange Discussion. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Task 2 – Transportation Bond Project Assessment and Prioritization: The OWNER shall pay the CONSULTANT a lump sum amount of $97,400.00 for the completion of the Transportation Bond Project Assessment and Prioritization Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Task 3 – Additional Transportation Bond Project Assessment and Prioritization: The OWNER shall pay the CONSULTANT a lump sum amount of $56,400.00 for the completion of the Additional Transportation Bond Project Assessment and Prioritization Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 Task 4 – Transportation Policy Review and Recommendations: The OWNER shall pay the CONSULTANT a lump sum amount of $ 67,200.00 for review of existing CITY standards and recommendations of next steps pertaining to transportation review of infrastructure and private development projects.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 2 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2013 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
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

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

1.0 OWNER'S RESPONSIBILITIES

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

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

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

1.4 OWNER shall be responsible for all permit fees 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
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
TRANSPORTATION PLANNING SUPPORT
PROJECT 2552170

PROJECT SCHEDULE

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

1.0 TRANSPORTATION TECHNOLOGY KNOWLEDGE EXCHANGE DISCUSSION: 360 DAYS

1.1 Notice to Proceed:
1.2 Prepare Workshop Discussion:
1.3 Hold Technical Workshop:
1.4 Submit Technical Memorandum:
1.5 Owner Review:

2.0 TRANSPORTATION BOND PROJECT ASSESSMENT AND PRIORITIZATION: 60 DAYS

2.1 Notice to Proceed:
2.2 Evaluate Owner Bond Program:
2.3 Submit Bond Program Funding Packages:
2.4 Owner Review:

3.0 ADDITIONAL TRANSPORTATION BOND PROJECT ASSESSMENT AND PRIORITIZATION: 60 DAYS

3.1 Notice to Proceed:
3.2 Evaluate and Submit Owner Projects for Additional Screening:
3.3 Owner Review:
3.4 Screen Projects for Recommendations:
3.5 Submit Project Evaluation Recommendations
3.6 Owner Review:

4.0 TRANSPORTATION POLICY REVIEW AND RECOMMENDATIONS: 360 DAYS

4.1 Notice to Proceed:
4.2 Evaluate Owner Standards and Policies:
4.3 Submit Recommendations for Policy Revisions and/or Additions:
4.4 Owner Review

01/28/2025

Mr. Travis Small, P.E., CFM
City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012

Re: Letter Agreement for Professional Services for Transportation Planning for Bond Support and System Development – Project 2552170

Dear Mr. Small:

Kimley-Horn and Associates, Inc. ("Kimley-Horn", "Consultant", "KH") submits this Letter Agreement ("Agreement") to the City of Broken Arrow ("Client") for providing Transportation Planning support for multiple City programs ("Project").

Project Understanding

This scope of work includes multiple tasks to support the Client for prioritizing the upcoming Bond planning as well as continue to develop the next generation of transportation and ITS infrastructure in the City of Broken Arrow.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1: Transportation Technology Knowledge Exchange Discussion
KH will prepare for and lead discussions around transportation best practices using industry examples and communities of both similar and aspirational size. This will consist of:

- A discussion on the state of the practice
- Discussion of traffic technology solutions
- Transportation Systems Management and Operations (TSM&O)
    - Internal City collaboration
    - What a Traffic Management Center could look like
    - Workforce environment (e.g. trainings, staffing, etc.)
    - Compatibility of the City's technology assets
- Future trends and opportunities
- Attendance of up to four (4) people from KH to discuss key elements of the goals and objectives workshop, including discussions with the Police/Fire departments and Information Technologies (IT) department.
- Summary memorandum documenting goals and objectives and meeting summaries

Task 2: Transportation Bond Project Assessment and Prioritization
KH will support the Client bond programming project prioritization. This will consist of:

a. Review the Client's collected transportation survey
b. Review historic traffic data and growth trends collected by the Client, available through ODOT and INCOG
c. Review travel time and travel time reliability data across the section line roads, utilizing probe data through INRIX. This includes up to 25 corridors based on the identified projects. This data will be used for project prioritization.

d. Evaluate crash data collected and evaluated as part of the INCOG Safety Action Plan as well as the High Injury Network, and how it relates to the Bond projects
e. Review the current and the future land use plan for growth/generators in the City that could impact corridor capacity
f. Review City provided housing study with available demographic data
g. Review ODOT/OTA 8-year plan for traffic disruptions that could impact long term traffic patterns
h. Review INCOG bike/trail plan and how it relates to the proposed projects
i. Review pavement condition assessment report (PCI), provided by Client

KH will use the previously identified metrics as a tool to provide recommendations about prioritized selected projects into funding packages consistent with the highest need and most significant impact. KH will develop a list of other corridor transportation projects that appeared in the analysis, if not already on the list of Bond projects, and provide to the Client.

Task 3: Additional Transportation Bond Project Assessment and Prioritization
In addition to the corridor screening, KH will perform additional project review, assessments, and screenings. These additional screenings will consist of:

a. Review INCOG travel demand model outputs
b. Review and evaluate up to five (5) intersections for consideration of different/alternative intersection design consisting of:
    i. Utilize client provided traffic counts
    ii. Client provided existing traffic signal timings
    iii. Development Synchro analysis model
    iv. Sensitivity testing of alternative intersection geometry and design (e.g. roundabout) using the FHWA Intersection Control Evaluation Stage 1 methodology paired with Synchro analysis
    v. Develop planning level benefit/cost analysis using average vehicle delay and operations and maintenance costs of the facility. Operations and maintenance costs provided by the Client.

KH will provide a technical memorandum documenting the methodology, analysis and recommendations from the additional screening described above.

Task 4: Transportation Policy Review and Recommendations
KH will review existing policies, procedures, and standards pertaining to transportation decision making related to infrastructure and private development. This task will include the review and recommendations of the standards, procedures, and policies related to the following:

a. Review traffic Impact Assessment (TIA) standards, triggers, and processes
b. Review driveway access and spacing requirements
c. Review complete streets design manual
d. Review traffic signal and ITS standards
e. Review multimodal planning and design of sidewalks, trails, and bike infrastructure
f. Review traffic calming and safety

Recommendations will include review of the current standards/policies and recommendations related to the aforementioned items. If a standard, procedure, or policy does not exist, the recommendation will include items to consider, examples of similar communities, best practices, and recommendations of next steps.

Future Task Order Opportunities

Task 5: Communication Master Plan
KH will work with the Client to review and develop the following:

- Review the existing fiber optic infrastructure routing
- Discussion on cyber security and smart City approach to future communication
- Coordinate with other Client departments to leverage existing and future infrastructure
- Coordinate with the Client to identify traffic signals and other facilities for connectivity
- Discuss fiber optic cable bandwidth requirements
- Develop traffic signal cabinet, fiber optical cable, conduit, ground box, grounding, and tracing details
- Coordinate potential Client owned facility connections
- Develop proposed fiber optic cable routing, sizing, and connection mapping
- Develop potential partial/full funding opportunities
- Develop phasing plan and Opinion of Probable Construction Costs (OPCC)
- Discuss the development of a Traffic Management Center (TMC) and possible implementation into the Client's system

These discussions, data collection, analysis, and recommendations will be combined into a technical memorandum documenting the methodology, key findings, and next steps.

Task 6: Bicycle and Trail Master Plan
KH will work with the Client to review and develop the following:

- Review existing trails and on-street bicycle facilities
- Discuss future priorities and key City connectivity
- Review citywide collected ADT data to assess opportunities for on-street versus off-street/trail facilities
- Develop refined design standards and best practices for bicycle infrastructure

These discussions, data collection, analysis, and recommendations will be combined into a technical memorandum document the methodology, key findings, and next steps.

Task 7: ADA Assessment/ADA Transition Plan
KH will work with the Client to develop an ADA Transition plan consisting of the following:

- Inventory of the existing sidewalk infrastructure, crosswalks, and pedestrian push buttons/pedestrian signal heads
- Site review of the identified infrastructure for ADA compliance consistent with PROWAG
- Develop a database of the inventory and condition assessment
- Identify project costs and prioritization.

The data collection, condition assessment, and recommendations will be document in an ADA Transition Plan report.

Task 8: Grant/Funding Opportunities
KH will work with the Client to identify transportation related grant opportunities, technical support for grant applications, full grant development, and/or grant administration.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Record drawings
- Available data
- Meeting spaces

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 8 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
1	Transportation Technology Knowledge Exchange Discussion	$ 38,200	Lump Sum
2	Transportation Bond Project Assessment and Prioritization	$ 97,400	Lump Sum
3	Additional Transportation Bond Project Assessment and Prioritization	$ 56,400	Lump Sum
4	Transportation Policy Review and Recommendations	$ 67,200	Lump Sum
5	Communication Master Plan	Potential Future Task Order	Lump Sum
6	Bicycle and Trail Master Plan		Lump Sum
7	ADA Assessment/ADA Transition Plan		Lump Sum
8	Grant/Funding Opportunities		Lump Sum
	Total	$ 259,200	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Broken Arrow.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.