



**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*

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**Tuesday, January 6, 2026**

**6:30 PM**

**Council Chambers**  
**220 South 1st Street**  
**Broken Arrow, OK**

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**AMENDED AGENDA**

**1. Call to Order**

**2. Invocation**

**3. Roll Call**

**4. Pledge of Allegiance to the Flag**

**5. Consideration of Consent Agenda**

- A.     [26-113](#)         Acknowledgement of upcoming out-of-state travel by City Council Member
- B.     [26-1](#)             Approval of the City Council Minutes of December 16, 2025
- C.     [26-121](#)         Approval of and authorization to execute Budget Amendment Number 19 for Fiscal Year 2026
- D.     [26-77](#)             Approval of and authorization to execute Agreement for Professional Consulting Services with Marquardt Engineering, PLLC for Elm Street and Tucson Street Improvements (ST24300)
- E.     [26-78](#)             Approval of and authorization to execute Agreement for Professional Consulting Services with Marquardt Engineering, PLLC for 137th East Avenue improvements south of New Orleans (ST24310)
- F.     [26-81](#)             Approval of and authorization to execute Change Order No. 1 with Magnum Construction for the Commercial and Ash Parking Lot (2417280)
- G.     [26-90](#)             Approval of and authorization to execute Amendment No. 1 with Alliant Insurance Services, Inc. to amend the Consulting Services Agreement dated July 1, 2023, to be effective January 1, 2026

- H. [26-91](#) Acceptance of a Utility Easement and Temporary Construction Easements from Purple Tracts, LLC, an Oklahoma limited liability company, the owner, on property generally located south of Houston Street and east of South 225th East Avenue in Broken Arrow, Oklahoma, located in the Northwest Quarter of Section 16, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma for the Park Lane Lift Station Improvements & Cambridge Estates Relief Line, Parcels 1.1, 1.A, 1.B, and 1.C (Project No. S.24030)
- I. [26-93](#) Acceptance of a Utility Easement from CSL Oklahoma System, LLC, a Delaware limited liability company, the owner, on property located at 5301 South Elm Place in Broken Arrow, Oklahoma, located in the Northwest Quarter of Section 35, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Parcel 2.0 for the 16-inch Waterline Loop Elm & Florence (Project No. WL23090)
- J. [26-95](#) Approval of and authorization to execute Change Order No. 8 with Becco Contractors, Inc., for Oklahoma Department of Transportation Project No. STP-272F(367)IG, JP# 33955(04) (City of Broken Arrow Project No. ST1411, Albany Street Widening from 9th Street to 23rd Street)
- K. [26-97](#) Approval of and authorization to execute the inter-local agreement between Tulsa County and the City of Broken Arrow regarding cost sharing of pavement rehabilitation of the 101st Street and Mingo Road intersection
- L. [26-98](#) Approval of and authorization to purchase the required equipment to encrypt the City owned Tornado Sirens and have them operate on the Broken Arrow Radio Network from MCA and L3Harris
- M. [26-105](#) Approval of PT-002546-2025|PR-000762-2024, Conditional Final Plat, Ferguson Kia, approximately 6.37 acres, 1 Lot, RMF (Residential Multifamily) to CH (Commercial Heavy)/PUD-236A via BAZ-2071 and PUD-001972-2025 via BAZ-001971-2025, located one-half mile north of Kenosha Street (71st Street), one-quarter mile east of Elm Place (161st E. Avenue), south of the Broken Arrow Expressway
- N. [26-115](#) Approval of BAZ-002489-2025 (Rezoning) and PUD-002490-2025, American Storage of BA, 24.9 acres, A-1 (Agricultural) to CH (Commercial Heavy) and IL (Industrial Light) to allow for a retail, office/warehouse, and outside sales/storage, and min-storage located west of the Creek Turnpike, east of N. 37th Street (S. 209th East Ave.) and north of E. Houston Street (E. 81st Street)
- O. [26-118](#) Approval of and authorization to execute an agreement for automatic aid in fire protection, first response, dispatch, and mutual aid in fire protection and first response between the Rolling Hills Fire Protection District and the City of Broken Arrow

- P. [26-122](#) Approval of and authorization to execute Change Order No. 1 with Mammoth Sports Construction LLC for the Nienhuis Park Synthetic Turf Fields project (2460360)
- Q. [26-119](#) Ratification of the Claims List Check Register Dated December 29, 2025

**6. Consideration of Items Removed from Consent Agenda**

**7. Public Hearings, Appeals, Presentations, Recognitions, Awards-NONE**

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

**9. General Council Business**

- A. [26-100](#) Consideration, discussion, and possible approval of and authorization to execute a Memorandum of Understanding between the City-County Library Commission of Tulsa County and the City of Broken Arrow to outline their cooperative intent to develop a new 20,000-square-foot public library facility in south Broken Arrow
- B. [25-282](#) Consideration, discussion, and possible approval of the allocation of the 2026 GO Bond Proposition #8 Sports Facility improvements authorized by Ordinance No. 3904, an Ordinance of the City of Broken Arrow, Oklahoma, relating to the imposition of a City excise tax (sales tax) of one-half of one percent (0.5%) (in addition to any and all other excise taxes now in force) to be levied upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code; specifically, allocating the following estimated amounts: Arrowhead Sports Complex, \$13,580,000; Indian Springs Sports Complex, \$8,200,000; Indian Springs Sports Complex - Soccer, \$8,350,000; Indian Springs Sports Complex - Baseball, \$10,000,000; Indian Springs Sports Complex - Adult Softball, \$1,800,000; Challenger Sports Complex, \$1,275,000; and Nienhuis Sports Complex, \$3,350,000
- C. [26-123](#) Consideration, discussion, and possible approval of Resolution No. 1732 authorizing the City Attorney to enter into a Final Journal Entry of Judgment in Anthem Church, Inc. vs. City of Broken Arrow et. al., Tulsa County District Court Case Number: CV-2025-02526, authorizing foreclosure of a utility easement situated on property one-third mile north of Houston Street (81st Street), one-quarter mile east of Garnett Road, Tulsa County, State of Oklahoma, (Section 08, T18N, R14E)

- D. [26-129](#) Consideration, discussion, and possible approval of Resolution No. 1730, a Resolution authorizing the calling and holding of a special election in the City of Broken Arrow, State of Oklahoma (the "City"), on the 7th day of April, 2026, for the purpose of adoption or rejection of Ordinance No. 3904 of the City relating to a one-half of one percent (0.5%) excise tax (sales tax), in addition to all present City, County and State excise taxes, with the proceeds of said tax to be used to fund sports facilities of the City, or debt service in connection with said sports facilities, as more specifically set out in Ordinance No. 3904 of said City; and containing other provisions related thereto
- E. [26-131](#) Consideration, discussion, and possible approval of and authorization to execute Special Election Proclamation and Notice authorizing the calling of a special election on April 7, 2026 for Proposition No. 8, Sports Facilities Sales Tax
- F. [26-130](#) Consideration, discussion, and possible approval of and authorization to execute Special Election Proclamation and Notice for Propositions No. 1 Transportation Projects, Proposition No. 2 Public Safety Projects, Proposition No. 3 Quality of Life Projects, Proposition No. 4 Public Facilities Projects, Proposition No. 5 Stormwater Projects, Proposition No. 6 Drainage Projects and Proposition No. 7 Library Project

#### **10. Preview Ordinances-NONE**

#### **11. Ordinances**

- A. [26-101](#) Consideration, discussion, and possible adoption of Ordinance No. 3902, an Ordinance amending the City of Broken Arrow Code of Ordinances Chapter 10, Fire Prevention And Protection, Article II, Division I, Section 10-27, entitled "Specialized services," specifically removing "Hazmat cleanup;" amending Chapter 10, Fire Prevention and Protection, Article IV, entitled "Explosives," specifically reserving Sections 10-106 to 10-120; enacting Chapter 10, Fire Prevention and Protection, Article V, entitled "Hazardous Materials Incident Response;" repealing Chapter 13.1, entitled "Hazardous Materials and Waste;" and repealing all ordinances to the contrary
- B. [26-132](#) Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3902; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is declared to exist

Consideration, discussion, and possible approval of Ordinance No. 3903, an Ordinance of the Council of the City of Broken Arrow, Oklahoma, authorizing the calling and holding of a special election in the City of Broken Arrow, State of Oklahoma (the “City”), on the 7th day of April, 2026, for the purpose of submitting to the registered qualified electors of said City the question of the issuance of general obligation bonds of said City in an aggregate amount not to exceed the sum of Four Hundred Fifteen Million Dollars (\$415,000,000) to be issued in one or more series to provide funds for the purposes of: (i) pursuant to Section 27, Article X of the Oklahoma Constitution, general obligation bonds of said City for constructing, reconstructing, repairing, improving, and rehabilitating streets, roads, bridges, and intersections in the city (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements) (\$205,000,000), (ii) pursuant to Section 27, Article X of the Oklahoma Constitution, general obligation bonds of said City for acquiring, constructing, expanding, renovating, repairing, and/or equipping public safety buildings, facilities, and equipment, all to be owned exclusively by the City (\$56,000,000), (iii) pursuant to Section 27, Article X of the Oklahoma Constitution, general obligation bonds of said City for constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping parks and recreational facilities, all to be owned exclusively by the City, or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement (\$74,000,000), (iv) pursuant to Section 27, Article X of the Oklahoma Constitution, general obligation bonds of said City for acquiring, constructing, expanding, renovating, repairing, and equipping municipal buildings, facilities, and equipment, all to be owned exclusively by the City (\$65,000,000), (v) pursuant to Section 26, Article X of the Oklahoma Constitution, general obligation bonds of said City for constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping stormwater facilities on property owned exclusively or in part by the City (\$6,000,000), (vi) pursuant to Section 26, Article X of the Oklahoma Constitution, general obligation bonds of said City for drainage improvements to property owned exclusively or in part by the City (\$5,000,000), and (vii) pursuant to Section 35, Article X of the Oklahoma Constitution, general obligation limited tax bonds of said City for economic and community development including a new south Broken Arrow library (\$4,000,000); all to be completed with or without the use of other funds, and levying and collecting an annual tax, in addition to all other taxes, upon all the taxable property in said City for the payment of the interest and principal on said bonds, provided however, that in no event shall the real and personal taxable property in said City be subject to a special tax in excess of five mills on the dollar for all bonds issued pursuant to Section 35, Article X of the Oklahoma Constitution; providing for election procedures; authorizing professional services agreements pertaining to the issuance of said bonds;

declaring an emergency; and containing other provisions related thereto.

- D.**     [26-127](#)     Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3903; it being immediately necessary for the preservation of the public peace, health, safety or welfare, an emergency is hereby declared
- E.**     [26-128](#)     Consideration, discussion, and possible approval of Ordinance No. 3904, an Ordinance of the City of Broken Arrow, Oklahoma, relating to the imposition of a City excise tax (sales tax) of one-half of one percent (0.5%) (in addition to any and all other excise taxes now in force) to be levied upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code; providing for the use of the proceeds of said excise tax; providing for the effective date of said excise tax to begin on July 1, 2026, and terminate on June 30, 2031; providing for subsisting State permits; providing for payment of tax; providing that the tax is in addition to taxes currently levied; incorporating certain provisions of prior City ordinances; providing for amendments to this Ordinance; providing that the provisions of this Ordinance are cumulative and in addition to any and all taxing provisions of other City ordinances; providing for severability of provisions; and containing other provisions related thereto

**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-NONE**

**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. 2100 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

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**File #:** 26-113, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 01/06/2026**

**Title:**

Acknowledgement of upcoming out-of-state travel by City Council Member

**Background:**

This item comes before the Council to advise of upcoming out-of-state travel by a City Council member for January 2026:

The National League of Cities is hosting a Constituency Group Presidents' Fly-In to Washington, D.C. on January 13- January 15 2026. City Councilor Lisa Ford is the President of the Women in Municipal Government Constituency Group and has been invited to participate in this event. This is an opportunity for Presidents to come together, set goals, and develop work plans for the year ahead.

Majority of the expenses incurred will be reimbursed by NLC

**Cost:** TBD

**Funding Source:** General Government

**Requested By:** City Clerk's Office

**Approved By:** City Manager's Office

**Attachments:** None

**Recommendation:**

Acknowledge upcoming out-of-state travel by City Council member.



# City of Broken Arrow

## Request for Action

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

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**Broken Arrow City Council  
Meeting of: 01-06-2026**

**Title:**

Approval of the City Council Minutes of December 16, 2025

**Background:**

Minutes recorded for the City Council Meeting.

**Cost:**

**Approximately \$142**

**Funding Source:**

City Clerk Operational Fund

**Requested By:**

City Clerk's Office

**Approved By:**

City Manager's Office

**Attachments:**

**December 16, 2025 City Council Minutes**

**Recommendation:**

Approve the minutes of the December 16, 2025 City Council Meeting.



# City of Broken Arrow

## Minutes

### City Council Meeting

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

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

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Tuesday, December 16, 2025	Time 6:30 p.m.	Council Chambers
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**1. Call to Order**

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

**2. Invocation**

Pastor Rich Manganaro led the Invocation.

**3. Roll Call**

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

**4. Pledge of Allegiance to the Flag**

The Pledge was led by Council Member David Pickel.

**5. Consideration of Consent Agenda**

- A. 25-29 Approval of the City Council Minutes of December 02, 2025
- B. 25-1751 Approval of and authorization to execute Budget Amendment Number 17 for Fiscal Year 2026
- C. 25-1752 Approval of and authorization to execute Budget Amendment Number 18 for Fiscal Year 2026
- D. 25-1730 Approval of and authorization to execute Resolution No. 1728, a Resolution authorizing the City Attorney to defend Stephen Garrett in the matter of August John Wakat, Jr. v. City of Tulsa, et al., Case No. CJ 2025 5084, in the Tulsa County District Court
- E. 25-1731 Approval of and authorization to execute Resolution No. 1729, a Resolution authorizing the City Attorney to defend Crickett Moore in the matter of August John Wakat, Jr. v. City of Tulsa, et al., Case No. CJ 2025 5084, in the Tulsa County District Court
- F. 25-1712 Approval of and authorization to execute a revised Benefit Program Application (ASO BPA) with Blue Cross Blue Shield (BCBS of Oklahoma), changing the definition of retiree, and adopting the revised Plan Document, effective January 1, 2026
- G. 25-1722 Approval of and authorization to execute an agreement between the City of Broken Arrow and Landmark Aquatic to provide Nienhuis Aquatic Facility Pool Painting (Project No. 2560300), pursuant to the BuyBoard National Purchasing Cooperative Interlocal Participation Agreement
- H. 25-1718 Approval of and authorization to execute a professional services agreement with Thomson Reuters to provide the Broken Arrow Police Department with CLEAR
- I. 25-1735 Approval of and authorization to execute a Cyber Policy with Travelers Casualty and Surety Company of America to be effective January 1, 2026
- J. 25-1711 Approval of and authorization to execute an Interagency Agreement with Tulsa County for services provided by the Tulsa Area Community Intervention Center
- K. 25-1748 Approval of and authorization to execute an Interlocal Agreement between the County of Tulsa, Oklahoma, and the City of Broken Arrow, Oklahoma concerning County Road and Bridge Maintenance and Repair
- L. 25-1511 Approval of and authorization to execute Public Road Crossing Closure and Removal Agreement, between Union Pacific Railroad (UPRR) and the City of Broken Arrow, for the 43rd Street Improvements project (ST23230), and authorization to execute Resolution No. 1727, a resolution authorizing the closure of South 219th East Avenue over Union Pacific Railroad
- M. 25-1765 Approval of and authorization to execute Amendment Number 2 of the Interlocal Agreement between Wagoner County and the City of Broken Arrow regarding the identification and exchange of ownership, construction, maintenance, operations, and financial responsibilities for public infrastructure directly associated with jurisdictional

- boundary roadways
- N. 25-1733 Approval of and authorization to execute a Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Adult Softball Club, Incorporated (BAASC)
  - O. 25-1727 Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Girls Softball League
  - P. 25-1729 Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Soccer Club
  - Q. 25-1732 Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Youth Baseball Association, Incorporated
  - R. 25-1728 Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Youth Football Association Incorporated in conjunction with the Broken Arrow Lacrosse Club
  - S. 25-1755 Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of \$50,000 or less
  - T. 25-1743 Approval of and authorization to execute the Tyler Technologies quote for Vendor Access
  - U. 25-1710 Approval of and authorization to purchase upgrade of LPR cameras for the police department from Orion Security Solutions, pursuant to Oklahoma Statewide Security Equipment Contract No. 0900000569
  - V. 25-1717 Approval of and authorization to execute the Purchase of one (1) Ford Crew Cab F 250 from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Solid Waste and Recycling Department
  - W. 25-1668 Approval of the appointment of Ben Buie and Davis Robson to the Broken Arrow Economic Development Corporation (BAEDC) Board of Directors for a term beginning January 1, 2026, and expiring December 31, 2028
  - X. 25-1657 Approval of and authorization to execute Change Order No. 1 with Ira M. Green Construction for the Highland Park Rugby Fields (22501871)
  - Y. 25-1749 Approval of PT 002515 2025|PR 000629 2025 (Conditional Final Plat), Oklahoma IOS Land Company Re Do, approximately 40.14 acres, 2 Lots, IL (Industrial Light)/PUD 001785 2024, located approximately one quarter mile west of 23rd Street (S. 193rd E. Ave/County Line Rd) and north of Houston Street (81st Street)
  - Z. 25-1739 Approval of and authorization of Final Acceptance for the public improvements at Antler Falls located at 25900 East 81st Street South
  - AA. 25-1736 Approval of and authorization of Final Acceptance for the public improvements at Creekside at Forest Ridge Phase 2, located at 7200 East Kenosha Street
  - AB. 25-1737 Approval of and authorization of Final Acceptance for the public improvements at Elysian Fields Phase 2, located at East 121st Street and Garnett Road
  - AC. 25-1738 Approval of and authorization of Final Acceptance for the public improvements at Evergreen Baptist Church Phase 5, located at 5900 West Florence Street
  - AD. 25-1696 Approval of and authorization of Final Acceptance for the public improvements at McDonald's USA, LLC at Dearborn located at 3755 East Dearborn Street
  - AE. 25-1695 Approval of and authorization of Final Acceptance for the public improvements at South Park Commercial located at 904 West Jasper Street
  - AF. 25-1697 Approval of and authorization of Final Acceptance for the public improvements at West Oakland Place Extension located at 500 West Oakland Place
  - AG. 25-1742 Ratification of the Claims List Check Register Dated December 08, 2025

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

**Move to Approve Consent Agenda minus Item M. 25-1765**

The motion carried by the following vote:

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

## **6. Consideration of Items Removed from Consent Agenda**

## **7. Public Hearings, Appeals, Presentations, Recognitions, Awards - NONE**

## **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. 25-1616 Consideration, discussion, and possible approval of an extension of displaying banners on city-owned light poles at the Events Park Ordinance No. 3747, an Ordinance amending Section 5.10 (Light Pole Banners and Decorations) of the Broken Arrow Zoning Ordinance

City Manager Michael Spurgeon presented Item 25-1616 and explained that the city is asking the Council to amend the banner ordinance to include Events Park under the existing banner policy, which was initially adopted several years ago for downtown and the Shops at Aspen

Creek, and has worked well through partnerships such as with the Military History Center. He noted that adding Events Park creates new opportunities for coordinated banner use by the venue team and community partners. He emphasized the importance of ensuring that future banners, including those planned for the nation's upcoming 250th anniversary, are consistent with the established policy.

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

**Move to Approve Item 25-1616, an extension of displaying banners on city-owned light poles at the Events Park Ordinance No. 3747, an Ordinance amending Section 5.10 (Light Pole Banners and Decorations) of the Broken Arrow Zoning Ordinance**

The motion carried by the following vote:

Aye: 5 -

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

**B. 25-1754**

**Consideration, discussion, and possible approval of the 2026 GO Bond Final Project Package and approve staff to prepare appropriate ordinances and resolutions to call for the election on April 7th, 2026 (Project No. 2417260)**

City Manager Michael Spurgeon presented Item 25-1754 and thanked the Council and attending citizens for participating in a meaningful discussion and noted that the Council began nearly two years ago the process of developing the next phase of the Build Our Future Broken Arrow bond package, which is now nearing its final stage pending Council action and formal legislation in January, with public education being the most critical remaining phase. He recapped that after the administration presented the proposed eight-proposition package on December 2, the Council allowed a two-week public comment period that generated over 200 responses, which were categorized as supportive, opposed, or neutral. Of those, 133 respondents were neutral, underscoring the need for further public education, while 54 supported all eight propositions and 29 opposed them. City Manager Spurgeon characterized the feedback as helpful but expressed concern about recurring misconceptions suggesting federal involvement in the bond package, which he clarified is not the case, and invited Council to ask questions or share observations about the public comments received.

Council members discussed the library proposition within the proposed bond package, noting that while there was broad support for investing in education, literacy, and quality of life, some community feedback questioned the dollar amount allocated to the library, given competing priorities and the fact that libraries already receive property tax funding. Councilor Green emphasized the importance of public input, personal outreach, and transparency, while raising concerns about stewardship of taxpayer dollars and whether funds might be better allocated elsewhere. Vice Mayor Parks strongly supported the library investment, citing personal experiences, the evolving role of modern libraries as community learning and innovation hubs, and examples from other cities where libraries remain heavily used and impactful. He argued that the additional funding would strengthen the project, expand services for youth and families, and enhance Broken Arrow's long-term quality of life, even if the project could proceed more slowly without bond funding, ultimately expressing strong favor for including the library proposition in the bond issue.

Kimberly Johnson, Chief Executive Officer at Tulsa City-County Library, explained that existing library property tax revenues fund only regular operations across all county branches and cannot be used for capital projects, which is why additional funding is being sought through a capital campaign. She noted that while previous library phases were fully supported by Tulsa's philanthropic community, Broken Arrow and Owasso do not have the same level of private funding, making city partnership critical. She emphasized that the proposed library expansion is about maintaining quality of life and keeping pace with Broken Arrow's growth, innovation, and technology needs, highlighting services such as job applications, computer and internet access, and makerspaces that support practical problem-solving and workforce development. Johnson stated that the total project cost is \$13 million, with the requested \$4 million dedicated solely to construction. She clarified that without this funding, she cannot say the library project would move forward.

Ms. Johnson emphasized that the South Broken Arrow Library is the fifth busiest in the system, having checked out over 50,000 books this year and on pace to serve approximately 855,000 visitors, demonstrating that demand already exceeds available shelf space and capacity. She noted strong public support, as evidenced by survey participation, highlighting Broken Arrow as a literate and innovative community that values its library. Ms. Johnson stressed that the library system has a proven track record of responsibly using public funds, maintaining facilities in excellent condition, and balancing its core mission of books with forward-looking services to ensure the city continues to meet community needs and does not fall behind as it grows.

Ms. Johnson explained that plans for the South Broken Arrow Library expansion are already in place and include a makerspace, larger meeting rooms, and flexible classrooms to serve a large and active homeschool community that currently shares limited space. They noted that children's programming is exceeding current capacity, with story times and family use

overwhelming the existing children's area, a condition confirmed by library staff. The speaker emphasized that space constraints have existed since the library opened in 1993 and that the expansion follows a proven design model used for other libraries, with added flexibility tailored specifically to South Broken Arrow's needs.

City Manager Michael Spurgeon said he welcomed the discussion and emphasized that, if the Council moves forward with Proposition 7 or the complete bond package, the information shared about library usage, space needs, and homeschool support would become part of a broader public education effort. He noted that the Council has the flexibility to advance all propositions as a single package or consider them individually, and stressed the importance of open discussion given the high level of public interest. Spurgeon observed that public feedback showed meaningful support but also highlighted the need for continued education through community outreach ahead of the April 7 election. He thanked Kim Johnson for providing strong talking points for that effort. He explained that, following the December 2 presentation, proposed changes were made to three propositions based on feedback, with staff prepared to walk the Council through those revisions while all other elements remain as presented initially.

Shannon Marshall, Special Projects Division Manager, explained that staff incorporated additional public and stakeholder feedback into proposed revisions to Propositions 1, 2, and 5 of the bond package while maintaining the overall \$415 million total and the state-required balance of 70% named projects and 30% unnamed contingency projects. She outlined adjustments to transportation funding that include naming new road improvement projects on County Line Road and Aspen Avenue, reallocating funds from other street, intersection, and grant-match projects, and modifying which projects are named versus unnamed. For public safety, she described changes to name a new Fire Station 9 in the southeast portion of the city, while renaming the proposed relocation of Fire Station 1 to improve response flexibility. For stormwater, she detailed reallocations to add funding for Indian Springs Second Addition drainage improvements while reducing or rescoping funds for downtown drainage, detention pond work, creek channel improvements, and unnamed drainage contingencies. Ms. Marshall noted that no changes are proposed to Propositions 3, 4, 6, 7, or 8, and invited Council to ask questions and discuss the revised package.

City Manager Michael Spurgeon explained that staff is meeting with sports user groups to refine a proposed \$56 million request based on a half-cent sales tax generating about \$10.6 million annually, with a detailed breakdown by sport to be provided well before January 6. He noted that the proposal is based on improvement requests previously submitted by those groups. He emphasized that Council direction is now needed on whether to move forward with the overall bond package. If approved, legal staff would finalize the required ordinances and election resolution so voters clearly understand what they are voting on, with formal Council action scheduled for January 6 to stay safely ahead of the statutory election deadline and allow time to address any issues before the vote.

Lily Hilligoss, a resident of Broken Arrow, spoke in support of approving \$4 million for a new South Broken Arrow Library, describing how her Girl Scout troop has relied on the library's single meeting room for nearly a decade, using it 97 times at no cost and often facing scheduling limitations due to space constraints. She explained that the library has enabled her troop to conduct research, earn educational badges, learn practical skills, and carry out significant community service projects that would have been costly or impossible without free meeting space. Ms. Hilligoss emphasized that the library is a vital community resource and expressed strong support for expanding it to serve the growing needs of Broken Arrow.

Dawn Teav, a resident and homeschooling parent of five children, spoke in strong support of the South Broken Arrow Library, describing how her family has relied on it daily since moving to Broken Arrow in 2011. She shared that the library and its staff support her children's deep and varied learning interests through extensive research assistance, large book checkouts, audiobooks, and specialized materials, often reaching the maximum borrowing limit. Ms. Teav emphasized that the library is central to her family's education and everyday life, illustrating the growing demand for space, resources, and capacity to serve families like hers.

Robert Schafer, representing Broken Arrow Girls Softball, expressed strong support for the entire GO Bond package and specifically urged inclusion of Proposition 8 on the April ballot. He emphasized that voters should have the opportunity to support the library system and praised the overall bond process as a community-driven effort. Mr. Schafer highlighted Proposition 8 as an innovative approach to improving sports facilities through a half-cent sales tax that would accelerate upgrades, attract tournaments, and generate revenue from visitors rather than relying solely on local taxpayers, ultimately benefiting parks, businesses, and the broader community.

Brad Gordon, president of Broken Arrow Adult Softball, voiced strong support for the entire bond package and especially Proposition 8, citing nearly 40 years as a resident and firsthand experience managing both the Challenger Sports Complex and the aging Indian Springs fields. He described sports facilities as major economic drivers for the city. He emphasized the need

to keep them up to date to match Broken Arrow's rapid growth and other recent investments. Mr. Gordon highlighted how synthetic turf at Challenger allows year-round use, attracts out-of-state visitors, and has already drawn interest from major national events, including a senior games organization planning to bring more than 11,000 athletes across 26 sports to the area, underscoring how continued upgrades can position Broken Arrow as a regional destination and should be included on the April ballot.

Mickel Yantz, Executive Director of Museum Broken Arrow, spoke in support of Proposition 4, which includes a potential expansion of the museum on Main Street. He noted that the museum has not been included in a bond measure since 2004, when the current facility was built. He emphasized its role over the past two decades in welcoming thousands of visitors and sharing the city's history. Mr. Yantz highlighted the museum's recent growth in programming, events, and community use despite a small staff, and outlined a new strategic plan with five- and ten-year goals tied to a possible expansion. He explained that expanding the museum would allow more stories, artifacts, and community events to be shared, reinforcing the museum's role as a cultural and civic hub in the Rose District and affirming its readiness to successfully carry out the bond-funded project.

Lori Lewis thanked the Mayor, Council, and staff for the opportunity to serve on the Citizens Committee and praised the collaborative process used to develop the bond package. Speaking on behalf of Build a Better Broken Arrow, she explained that the group's role is to educate the public and actively support bond measures when they are proposed. She expressed enthusiasm for partnering again in 2026. Ms. Lewis emphasized that all eight propositions are essential in different ways, citing transportation, stormwater, public safety, public facilities, quality of life, libraries, and sports facilities as key reasons Broken Arrow is a desirable and nationally recognized city. She highlighted the library's importance to community life and learning, the economic and family benefits of sports tourism, and the need to invest in facilities for local children, concluding with strong support for all eight propositions and a call for Council and voters to vote yes.

Travis Kelly, president of Broken Arrow Youth Baseball, spoke in support of Proposition 8, explaining that the organization has operated for 54 years at the same facility with the same fields while serving as the most extensive youth baseball program in northeast Oklahoma. He described how the program supports thousands of players annually, hosts regional and national tournaments, and provides first job opportunities for many local youth. Kelly emphasized that proposed upgrades, such as turf and basic facility and parking improvements, would help the complex become a true destination, driving tourism, supporting local businesses, and ensuring the program can continue to serve Broken Arrow's growing community for decades to come.

Justin Sharp, president of the International Association of Firefighters Local 2551, expressed full support for all eight bond propositions and specifically thanked the Council and city leadership for addressing firefighter concerns related to Proposition 2. He emphasized the importance of adding Fire Station 9 to meet the needs of a growing city with increasing calls for service. He noted that, although difficult decisions were required, meaningful discussions with Council members and the City Manager led to a solution. Sharp concluded by offering the firefighters' support in helping educate the public and advocating for the bond through Build a Better Broken Arrow.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel  
**Move to Approve Item 25-1754 2026 GO Bond Final Project Package as recommended and approve staff to prepare appropriate ordinances and resolutions to call for the election on April 7th, 2026 (Project No. 2417260)**

The motion carried by the following vote:

Aye: 5 -

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

**10. Preview Ordinances**

- A.      25-1741      **Consideration, discussion, and possible preview of Ordinance No. 3902, an Ordinance amending the City of Broken Arrow Code of Ordinances Chapter 10, Fire Prevention And Protection, Article II, Division I, Section 10 27, entitled "Specialized services," specifically removing "Hazmat cleanup;" amending Chapter 10, Fire Prevention and Protection, Article IV, entitled "Explosives," specifically reserving Sections 10 106 to 10 120; enacting Chapter 10, Fire Prevention and Protection, Article V, entitled "Hazardous Materials Incident Response;" repealing Chapter 13.1, entitled "Hazardous Materials and Waste;" and repealing all ordinances to the contrary**

Trevor Dennis, City Attorney, presented Item 25-174, a proposed ordinance intended to clarify and formalize how the City of Broken Arrow recovers costs when the fire department responds to hazardous material incidents. While existing code allows cost recovery, ambiguity in the state statute creates uncertainty about billing for incidents occurring both within and outside the city limits. The proposed ordinance, developed with Chief Moore, centralizes and codifies the cost-recovery process, establishes a precise mechanism for billing when appropriate, and grants the city manager or designee discretion to waive fees in certain circumstances, with the

fire chief available to address details about the types of hazardous materials responses involved.

During the discussion of the proposed hazardous materials cost-recovery ordinance, Councilor Ford raised a concern relayed by a utility about responsibility when gas lines are struck after calling 811. It was stated that when markings are incorrect or a third party causes the incident, the city should not bear the financial burden and should support the ordinance. Mr. Dennis affirmed that responsibility may lie with various parties, including the person causing the accident or the owner or operator of the line. He emphasized that hazardous materials responses are costly, making it unreasonable for the city to bear the costs of incidents it did not cause.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford  
**Move to Set Ordinance No. 3902 for Adoption, an Ordinance amending the City of Broken Arrow Code of Ordinances Chapter 10, Fire Prevention And Protection, Article II, Division I, Section 10 27, entitled "Specialized services," specifically removing "Hazmat cleanup;" amending Chapter 10, Fire Prevention and Protection, Article IV, entitled "Explosives," specifically reserving Sections 10 106 to 10 120; enacting Chapter 10, Fire Prevention and Protection, Article V, entitled "Hazardous Materials Incident Response;" repealing Chapter 13.1, entitled "Hazardous Materials and Waste;" and repealing all ordinances to the contrary**

The motion carried by the following vote:

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

11. Ordinances

A. 25-1746 **Consideration, discussion, and possible adoption of Ordinance No. 3901 amending Section 16-12 of the Broken Arrow Code of Ordinances to add a new subsection addressing noise generated by places of public assembly located near residential property**

Trevor Dennis, City Attorney, presented Item 25-1764 and explained that the proposed ordinance updates the city's existing disturbing-the-peace provisions to address persistent loud noises from places of public assembly located near residential areas. The ordinance defines these venues, establishes a clear enforcement standard when noise can be heard inside nearby homes with doors and windows closed for a sustained period, and provides clarity for residents and enforcement. He emphasized that the ordinance is content-neutral, does not alter existing exemptions, such as permitted performances in parks, and is presented for final adoption, along with an accompanying emergency clause.

During the discussion of the proposed noise ordinance, it was asked whether existing places of public assembly would be affected if they were remodeled. Mr. Dennis explained that the ordinance applies to any qualifying venue within 300 feet of residentially zoned property, regardless of remodeling, because it does not change zoning or permitted uses but clarifies what constitutes disturbing the peace. It was then asked how noise would be defined and whether enforcement would rely on decibel levels. Mr. Dennis responded that the ordinance does not use decibel measurements but instead relies on a "plainly audible" standard based on what a reasonable person of ordinary sensibilities could hear inside a dwelling with doors and windows closed for at least ten minutes, clarifying that unusually sensitive hearing would not trigger enforcement.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel  
**Move to Approve Item 25-1746 adoption of Ordinance No. 3901 amending Section 16-12 of the Broken Arrow Code of Ordinances to add a new subsection addressing noise generated by places of public assembly located near residential property.**

The motion carried by the following vote:

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

B. 25-1747 **Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3901; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist**

Emergency Clause for Ordinance No. 3901

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks  
**Move to Approve Item 25-1747, an emergency measure for Ordinance No. 3901; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist**

The motion carried by the following vote:

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

12. Remarks and Inquiries by Governing Body Members

Vice Mayor Johnnie Parks reported that he attended a well-attended wreath-laying ceremony at the Broken Arrow cemetery. He noted that the event was about 25 percent short of the

number of wreaths needed for all veterans' graves. He explained that the cost of wreaths has increased to just under \$20 each, which may be contributing to the shortfall, and said he wanted to bring the issue to the Mayor and Council's attention. Vice Mayor Parks noted that the local VFW organizes the ceremony and that he did not have a specific solution, but that he felt it was important for the governing body to be aware of the situation.

Mayor Wimpee and Councilor Green discussed the shortfall in wreaths at the recent Wreaths Across America ceremony, noting rising costs and the difficulty of leaving some veterans' graves without wreaths, and suggested fundraising strategies, bulk-purchasing discounts, and outreach to supportive businesses and organizations to ensure complete coverage in the future. Councilor Pickel expressed his appreciation of recent community events, including the Christmas parade, Rotary pancake breakfast, and Shop with a Cop and Shop with a Firefighter programs, with members praising strong participation, volunteer efforts, and the sense of community pride in Broken Arrow.

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

City Manager Michael Spurgeon praised Charlie Bright for delivering an impressive presentation from memory without cue cards, thanked the council members for their support, and expressed appreciation for the questions and engagement, noting that with four months remaining, the level of discussion and involvement has been encouraging.

At 7:57 p.m. Mayor Wimpee noted there was an Executive Session and called for a recess for BAMA and BAEDA.

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks  
**Move for a recess for BAMA and BAEDA**

The motion carried by the following vote:

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

At 8:21 p.m., the room was cleared for Executive Session.

MOTION: A motion was made by Lisa Ford, seconded by Debra Wimpee  
**Move to clear the room for Executive Session to enter Executive Session**

The motion carried by the following vote:

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

At approximately 8:21 p.m. City Council entered into Executive Session.

**14. Executive Session**

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

- 1. A pending investigation and claim, including potential resolution, of a matter involving the tort claim of Amanda Drake, Tort Claim No. TRT 1737.2026, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);**

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green

**Move to deny the tort claim filed by Amanda Drake against the City of Broken Arrow.**

The motion carried by the following vote:

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

- 2. A pending investigation and claim, including potential resolution, of a matter involving the tort claim of Kerisa Roughface, Tort Claim No. TRT 1751.2026, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);**

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green

**Move to deny the tort claim filed by Kerisa Roughface against the City of Broken Arrow.**

The motion carried by the following vote:

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

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

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green

**Move to authorize the City Attorney to settle the Sanford Farms Condemnation case in the amount recommended by the City Attorney and execute an agreed journal entry of**

**The motion carried by the following vote:**

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

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green

The motion carried by the following vote:

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

The meeting was adjourned at 8:55 p.m.

## Move to Adjourn

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

City Clerk



# City of Broken Arrow

## Request for Action

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**File #:** 26-121, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 1-6-2026**

**Title:**

Approval of and authorization to execute Budget Amendment Number 19 for Fiscal Year 2026

**Background:**

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

Budget Amendment #19 accounts for the FY26 receipt of insurance proceeds and the associated expenditures to repair the damage to the New Orleans Square Gateway Sign.

**Cost:** \$14,999

**Funding Source:** Sales Tax Capital Improvement Fund, Insurance Proceeds Revenue

**Requested By:** Cynthia Arnold, Finance Director

**Approved By:** City Manager's Office

**Attachments:** Budget Amendment #19 for Fiscal Year 2026

**Recommendation:**

Approval of and authorization to execute Budget Amendment Number 19 for Fiscal Year 2026.

**Fund 330 - Sales Tax Capital Improvement**  
**Budget Amendment #19**  
**Fiscal Year 2026**  
**1/6/2026**

**Estimated Revenue, Fund Balance or Transfers in**

<b>Account Number</b>	<b>Description</b>	<b>Balance before Amendment</b>	<b>Amount of Amendment</b>	<b>Balance after Amendment</b>
330-468050	INSURANCE PROCEEDS	\$ -	\$ 14,999	\$ 14,999
		<b>\$ -</b>	<b>\$ 14,999</b>	<b>\$ 14,999</b>

**Appropriations**

<b>Account Number</b>	<b>Project</b>	<b>Description</b>	<b>Budget before Amendment</b>	<b>Amount of Amendment</b>	<b>Budget after Amendment</b>
3301700-570170	2617150	NEW ORLEANS SQ GATEWAY SIGN REPAIR	\$ -	\$ 14,999	\$ 14,999
			<b>\$ -</b>	<b>\$ 14,999</b>	<b>\$ 14,999</b>

**Explanation**

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment #19 accounts for the FY26 receipt of insurance proceeds and the associated expenditures to repair the damage to the New Orleans Square Gateway Sign.

Approved by the City Council  
Tuesday, January 6, 2026

Attest by City Clerk

\_\_\_\_\_  
Mayor, Debra Wimpee

\_\_\_\_\_  
Curtis Green



# City of Broken Arrow

## Request for Action

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**File #: 26-77, Version: 1**

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**Broken Arrow City Council  
Meeting of: 01-06-2026**

**Title:**

Approval of and authorization to execute Agreement for Professional Consulting Services with Marquardt Engineering, PLLC for Elm Street and Tucson Street Improvements (ST24300)

**Background:**

There are currently gaps in the sidewalks along the west side of Elm Street from approximately 150 feet north of W. Broadway Avenue continuing north approximately 750 feet and along the north side of W. Tucson St. between existing sidewalks between the east side of the existing sidewalk at Attic Storage Aspen Creek (1700 W. Tucson St.) and the existing sidewalk at Dreams Aspen Creek (1100 W. Tucson St.)

Engineering and Construction staff negotiated a contract with Marquardt Engineering, PLLC to provide design services for filling in these gaps. The scope and fee negotiation have resulted in the attached agreement.

**Cost:** \$54,440.00

**Funding Source:** 2018 GO Bond, Proposition 1

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

**Approved By:** City Manager's Office

**Attachments:** Agreement for Professional Consultant Services

**Recommendation:**

Approve and authorize execution of agreement for professional consultant services with Marquardt Engineering, PLLC for Elm Street and Tucson Street Improvements (ST24300)

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
MARQUARDT ENGINEERING, PLLC  
FOR  
ELM STREET AND TUCSON STREET IMPROVEMENTS  
PROJECT ST24300**

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

**W I T N E S S E T H:**

WHEREAS, OWNER intends to construct sidewalk improvements along the west side of Elm Street from approximately 150 feet north of W. Broadway Avenue continuing north approximately 750 feet and construct sidewalk along the north side of W. Tucson St. to fill in gaps between existing sidewalks and replace any existing non-compliant features between the east side of the existing sidewalk at Attic Storage Aspen Creek (1700 W. Tucson St.) and the existing sidewalk at Dreams Aspen Creek (1100 W. Tucson St.) (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

**ARTICLE 1 - EFFECTIVE DATE**

This AGREEMENT shall be effective upon signature of both parties.

**ARTICLE 2 - GOVERNING LAW**

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

**ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT**

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

**ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS**

CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

**ARTICLE 5 - COMPENSATION**

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

**ARTICLE 6 - OWNER'S RESPONSIBILITIES**

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

#### **ARTICLE 7 - STANDARD OF CARE**

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

#### **ARTICLE 8 - LIABILITY**

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

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

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

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

#### **ARTICLE 9 - INSURANCE**

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

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

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

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

#### **ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS**

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

#### **ARTICLE 12 - OPINIONS OF COST AND SCHEDULE**

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

#### **ARTICLE 13 - REUSE OF DOCUMENTS**

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

#### **ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

#### **ARTICLE 15 - TERMINATION**

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

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

#### **ARTICLE 16 - DELAY IN PERFORMANCE**

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such

as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

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

#### **ARTICLE 17 - WAIVER**

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

#### **ARTICLE 18 - SEVERABILITY**

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

#### **ARTICLE 19 - INTEGRATION**

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

#### **ARTICLE 20 - SUCCESSORS AND ASSIGNS**

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

#### **ARTICLE 21 - ASSIGNMENT**

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

#### **ARTICLE 22 - THIRD PARTY RIGHTS**

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

#### **ARTICLE 23 - COMPLETION**

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

#### **ARTICLE 24 - IMMIGRATION COMPLIANCE**

24.1 Consultant shall demonstrate that they:

- 24.1.1 Have complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”); and
- 24.1.2 Have properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and
- 24.1.3 Have verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- 24.1.4 Have required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.

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

#### **ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION**

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

#### **ARTICLE 26 - COMMUNICATIONS**

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

OWNER: City of Broken Arrow  
485 N. Poplar Avenue  
Broken Arrow, OK 74012  
Contact: Mr. Travis Small, P.E., CFM  
Transportation Division Manager

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

Contact Name: Mr. Keith Marquardt P.E.  
Managing Member

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

#### **ARTICLE 27 – ELECTRONIC SIGNATURES**

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

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

**OWNER:**

City of Broken Arrow, a Municipal Corporation

By: \_\_\_\_\_

Michael L. Spurgeon, City Manager

Date: \_\_\_\_\_

**CONSULTANT:**

Marquardt Engineering, PLLC

By: Keith Marquardt

Keith M. Marquardt, P.E.,  
Managing Member

Date: 12/29/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest:

\_\_\_\_\_  
City Clerk [Seal]

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )  
County of Tulsa ) §

Before me, a Notary Public, on this 29th day of December, 2025, personally appeared Keith M. Marquardt, known to be to be the Managing Member of Marquardt Engineering, PLLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

04/16/2025

\_\_\_\_\_  


Notary Public



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
MARQUARDT ENGINEERING, PLLC  
FOR  
ELM STREET AND TUCSON STREET IMPROVEMENTS  
PROJECT ST24300**

**SCOPE OF SERVICES**

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

**1.0 PROJECT UNDERSTANDING**

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for the purposes of constructing sidewalk improvements along the west side of Elm Street from approximately 150 feet north of W. Broadway Avenue continuing north approximately 750 feet and construct a sidewalk along the north side of W. Tucson St. to fill in gaps between existing sidewalks and replace any existing non-compliant features between the east side of the existing sidewalk at Attic Storage Aspen Creek (1700 W. Tucson St.) and the existing sidewalk at Dreams Aspen Creek (1100 W. Tucson St.) These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

- 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 \$300,000 budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

**2.0 PROJECT SCOPE**

- 2.1 CONSULTANT shall perform civil design including grading, drainage, and surfacing; perform hydraulics/hydrology necessary to properly design the drainage structures; and perform geometric sidewalk design. All necessary structural design for the project shall be performed by the CONSULTANT.
- 2.2 CONSULTANT shall provide consulting services as follows:  
Survey Services and Coordination (as necessary)

Geometric, Site Grading, Drainage, Structural (as necessary), Paving, and Miscellaneous Design  
Public Utility Design and Relocations (as required)  
Governmental Agency Coordination/Permitting (as required)

### 3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
  - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
  - 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
  - 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
  - 3.1.4 Meet with the Owner to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.
- 3.2 LAND SURVEY: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
  - 3.2.1 Establish horizontal and vertical control necessary for the design and construction of the project, including the establishment of reference points and benchmarks at the beginning and end of project, as well as interim points along project. PK nails should be set throughout the project at intervals no greater than 500 feet and at offset locations sufficient so as not to be disturbed during construction. Control shall be in accordance with the OWNER'S Engineering Design Criteria.
  - 3.2.2 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
  - 3.2.3 Research and field-verify, to the fullest extents possible (typically S.U.E. level "C"), the horizontal and vertical locations of all public and private utilities, within the project boundary, which may be in conflict with the project. Include locations in base survey, along with all pertinent utility easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.
  - 3.2.4 Determine existing right-of-way and easements.
  - 3.2.5 Submit one (1) drawing on electronic media (AutoCAD 2021 or later version preferred) and one (1) PDF file of the final survey.
- 3.3 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
  - 3.3.1 Perform preliminary sidewalk geometric layout and design.
  - 3.3.2 Prepare preliminary construction plans and details, including preliminary drainage design, preliminary structural design as necessary, utility relocations as required for proposed project.
  - 3.3.3 Prepare Preliminary Special Provisions and Preliminary Special Specifications, as necessary.
  - 3.3.4 Prepare Preliminary Quantity Estimate.
  - 3.3.5 Prepare Preliminary Construction Cost Estimate using 20% contingency on Tucson and 30% contingency on Elm.
  - 3.3.6 Submit one (1) set of drawings on electronic media (AutoCAD 2021 or

- later version preferred) and one (1) PDF file of the Preliminary plans.
- 3.3.7 The Preliminary Design Phase submittal shall include:
- Title Sheet
  - Pay Quantities and Pay Item/General Notes
  - Typical Sections
  - Quantity & Miscellaneous Summaries
  - Summary of Drainage Structures, as necessary
  - Drainage Area Map
  - Storm Water Management Plan (SWP3)
  - Hydraulic Design Summary, as necessary
  - Plan and Profiles
  - Signing & Striping, as necessary
  - Erosion Control Plan
  - Utility Relocation Sheets, as necessary
  - Special Details Sheets, as necessary
  - Cross Section Sheets
- 3.3.8 Preliminary Design Review
- 3.3.9 Attend a meeting with the CITY to review the Preliminary Design Phase submittal and provide meeting minutes.
- 3.4 FINAL DESIGN PHASE: Following written approval of the Preliminary Design, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.4.1 Conduct all necessary design functions required to complete the final design phase of the project.
- 3.4.2 Prepare final construction plans and details.
- 3.4.3 Prepare Final Special Provisions and Final Special Specifications, as necessary.
- 3.4.4 Prepare Final Quantity Estimate.
- 3.4.5 Prepare Final Construction Cost Estimate using 10% contingency.
- 3.4.6 Submit one (1) set of drawings on electronic media (AutoCAD 2021 or later version preferred) and one (1) PDF file of the Final plans.
- 3.4.7 The Final Design Phase submittal shall include:
- Structural Design Calculations, as necessary
  - Title Sheet
  - Pay Quantities and Pay Item/General Notes
  - Typical Sections
  - Quantity & Miscellaneous Summaries
  - Summary of Drainage Structures
  - Hydraulic Design Summary, as necessary
  - Drainage Area Map
  - Storm Water Management Plan (SWP3)
  - Right-of-Way Map & Data, as necessary
  - Survey Data Sheets
  - Plan and Profiles
  - Railroad Crossing and Special Details, as necessary
  - Signing & Striping, as necessary
  - Erosion Control Plan
  - Construction Sequencing and Traffic Control, as necessary
  - Utility Relocation Sheets, as necessary
  - Cross Sections
  - Standard Construction Drawings
- 3.4.8 Final Design Review.
- 3.4.9 Attend a meeting with the CITY to review the Final Design Phase submittal and provide meeting minutes.

- 3.5 BID DOCUMENTS.
  - 3.5.1 Incorporate final design review comments and furnish one (1) complete set of full-size drawings and contract documents, one (1) unbound set of reduced-size (11" x 17") drawings, and one (1) set of final drawings on electronic media (AutoCAD 2021 or later version preferred), and one (1) master set of final specifications on electronic media and paper.
- 3.6 BID ASSISTANCE PHASE:
  - 3.6.1 Attend and conduct a Pre-Bid Conference, as required by Owner.
  - 3.6.2 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract Documents.
  - 3.6.3 Assist in preparing addenda and addenda plan sheets, as required.
- 3.7 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
- 3.8 RECORD DRAWINGS.
  - 3.8.1 Upon completion of construction, the CONSULTANT will incorporate the contractor's red-line markups of the construction drawings and submit one (1) set of record drawings on electronic media (AutoCAD 2021 or later version preferred).

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**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
MARQUARDT ENGINEERING, PLLC  
FOR  
ELM STREET AND TUCSON STREET IMPROVEMENTS  
PROJECT ST24300**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

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

**1.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in-full, construction plans in accordance with City requirements.

- 1.1 Title Sheet
- 1.2 Pay Quantities and Pay Item/General Notes
- 1.3 Typical Sections
- 1.4 Quantity & Miscellaneous Summaries
- 1.5 Summary of Drainage Structures, as necessary
- 1.6 Hydraulic Design Summary, as necessary
- 1.7 Project Drainage Area Map
- 1.8 Storm Water Management Plan (SWP3)
- 1.9 Right-of-Way Map & Data, as necessary
- 1.9 Survey Data Sheets
- 1.10 Plan and Profiles
- 1.11 Special Details, as necessary
- 1.12 Signing & Striping, as necessary
- 1.13 Erosion Control Plan
- 1.14 Utility Relocation Sheets, as necessary
- 1.15 Cross Sections
- 1.16 Standard Construction Drawings

**2.0 DRAINAGE DESIGN DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 2.1 Hydrology and Hydraulic Calculations;
- 2.2 Overall Project Drainage Map;
- 2.3 Drainage Summary Tables;
- 2.4 Stormwater Pollution Prevention Plan (SWP3)
  - 2.4.1 Report;
  - 2.4.2 Environmental Clearances, DEQ and USACOE permitting, as required by funding and/or the USACOE;
  - 2.4.3 Owner, Contractor and Engineer's Certifications;
  - 2.4.4 Approved Grading/Erosion Control Construction Plans; and
  - 2.4.5 Standard Erosion Control Details

- 3.0 TECHNICAL SPECIFICATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, technical specifications to be included in the bidding documents and construction contract.
- 4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents as part of the Design Analysis.
- 4.1 Structural Design Calculations (as necessary):
    - 3.1.1 Retaining Earth; and
    - 3.1.2 Miscellaneous Structures
  - 4.2 Other Engineer Design Calculations
- 5.0 CONTRACT DOCUMENTS:** The CONSULTANT shall submit in-full, all bid documents in accordance with City requirements.
- 5.1 Bid Documents:
    - 5.1.1 Written description of construction project.
    - 5.1.2 Construction duration in calendar days.
    - 5.1.3 Engineers construction estimate.
  - 5.2 Project Conditions:
    - 5.2.1 Special Conditions.
  - 5.3 Construction Specifications
- 6.0 RECORD DRAWINGS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:
- 6.1 Drawings:
    - 6.1.1 CAD files (AutoCAD 2021 or later preferred) for project construction drawings reflecting red-line markups from the construction contractor and the City Contract Administrator.
    - 6.1.2 PDF files of CAD drawings.
  - 6.2 Design Manual:
    - 6.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.
    - 6.2.2 PDF file of Design Manual.

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**ATTACHMENT C  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
MARQUARDT ENGINEERING, PLLC  
FOR  
ELM STREET AND TUCSON STREET IMPROVEMENTS  
PROJECT ST24300**

**COMPENSATION AND ADDITIONAL SERVICES**

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

**1.0 BASIC COMPENSATION**

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

- 1.1 Legal Descriptions and Land Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$8,800.00** for the completion of the Land Survey Phase. The amount to develop legal descriptions for the Elm Street Sidewalk Improvement is \$4,000. The amount for Topographic Survey for the Tucson Sidewalk improvement is \$4,800. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Preliminary Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$31,450.00** for the completion of the Preliminary Phase. The lump sum amount is the sum of the two estimates. The amount for Elm Street Sidewalk Improvement is \$19,950. The amount for the Tucson Sidewalk improvement is \$11,500.00. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$12,690** for the completion of the Final Phase. The lump sum final design amount is the sum of the two estimates. The amount for Elm Street Final Design Sidewalk Improvement is \$8,690. The amount for the Tucson Final Design Sidewalk improvement is \$4,000. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Bidding Assistance and General Services Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$1,500.00** for the Bidding Assistance Phase and General Services during construction. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

**2.0 ADDITIONAL SERVICES BASED ON TIME**

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

Professional Services

Project Manager	\$178.75
Senior Technician	\$110.00

### **3.0 REPRODUCTION**

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

### **4.0 MILEAGE**

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

### **5.0 DIRECT COSTS**

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

### **6.0 ADJUSTMENT CLAUSE**

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

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**ATTACHMENT D  
TO  
AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
MARQUARDT ENGINEERING, PLLC  
FOR  
ELM STREET AND TUCSON STREET IMPROVEMENTS  
PROJECT ST24300**

**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 January, 2026.

**1.0 OWNER'S RESPONSIBILITIES**

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

**2.0 SPECIAL CONDITIONS**

- 2.1 None

**ATTACHMENT E  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
MARQUARDT ENGINEERING, PLLC  
FOR  
ELM STREET AND TUCSON STREET IMPROVEMENTS  
PROJECT ST24300**

**PROJECT SCHEDULE**

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

**1.0 PRELIMINARY DESIGN PHASE:**

- 2.1 Notice to Proceed: January 23, 2026
- 2.2 Prepare Preliminary Plans: January 23 – April 24, 2026
- 2.3 Submit Preliminary Plans: April 27, 2026
- 2.4 Owner Review: April 27 – May 15, 2026

**2.0 FINAL DESIGN PHASE:**

- 2.1 Notice to Proceed: May 18, 2026
- 2.2 Prepare final plans and specifications (90%): May 18 – July 1, 2026
- 2.5 Prepare final cost estimate: May 18 – July 1, 2026
- 2.6 Prepare Design Analysis Report: May 18 – July 1, 2026
- 2.7 Submit final (90%) plans and specifications: July 1, 2026
- 2.8 Owner Review: July 6 – July 27, 2026
- 2.9 Prepare bid documents (plans and specifications): July 27 – August 4, 2026
- 2.10 Submit bid documents: August 5, 2026

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

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# City of Broken Arrow

## Request for Action

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**File #: 26-78, Version: 1**

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**Broken Arrow City Council  
Meeting of: 01-06-2026**

**Title:**

Approval of and authorization to execute Agreement for Professional Consulting Services with Marquardt Engineering, PLLC for 137th East Avenue improvements south of New Orleans (ST24310)

**Background:**

There is currently a need for improvements to 137<sup>th</sup> East Avenue south of New Orleans Street due to ongoing housing development.

As such, Engineering and Construction solicited Marquardt Engineering, PLLC to provide design services for this project. The scope and fee negotiation have resulted in the attached agreement.

**Cost:** \$24,250.00

**Funding Source:** Engineering and Construction Professional Services (STCI)

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

**Approved By:** City Manager's Office

**Attachments:** Agreement for Professional Consultant Services

**Recommendation:**

Approve and authorize execution of agreement for professional consultant services with Marquardt Engineering, PLLC for 137<sup>th</sup> East Avenue Improvements south of New Orleans (ST24310)

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
MARQUARDT ENGINEERING, PLLC  
FOR  
137<sup>TH</sup> EAST AVENUE IMPROVEMENTS SOUTH OF NEW ORLEANS  
PROJECT ST24310**

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

**W I T N E S S E T H:**

WHEREAS, OWNER intends to construct approximately 700 L.F. of residential street improvements on South 137<sup>th</sup> East Avenue south of New Orleans Street, (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

**ARTICLE 1 - EFFECTIVE DATE**

This AGREEMENT shall be effective upon signature of both parties.

**ARTICLE 2 - GOVERNING LAW**

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

**ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT**

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

**ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS**

CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

**ARTICLE 5 - COMPENSATION**

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

**ARTICLE 6 - OWNER'S RESPONSIBILITIES**

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

**ARTICLE 7 - STANDARD OF CARE**

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

## **ARTICLE 8 - LIABILITY**

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

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

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

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

## **ARTICLE 9 - INSURANCE**

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

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

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

## **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction

unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

#### **ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS**

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

#### **ARTICLE 12 - OPINIONS OF COST AND SCHEDULE**

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

#### **ARTICLE 13 - REUSE OF DOCUMENTS**

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

#### **ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

#### **ARTICLE 15 - TERMINATION**

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

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

#### **ARTICLE 16 - DELAY IN PERFORMANCE**

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

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

#### **ARTICLE 17 - WAIVER**

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

#### **ARTICLE 18 - SEVERABILITY**

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

#### **ARTICLE 19 - INTEGRATION**

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

#### **ARTICLE 20 - SUCCESSORS AND ASSIGNS**

To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

#### **ARTICLE 21 - ASSIGNMENT**

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

#### **ARTICLE 22 - THIRD PARTY RIGHTS**

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

#### **ARTICLE 23 - COMPLETION**

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

#### **ARTICLE 24 - IMMIGRATION COMPLIANCE**

24.1 Consultant shall demonstrate that they:

24.1.1 Have complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and

Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”); and

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

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

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

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

#### **ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION**

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

#### **ARTICLE 26 - COMMUNICATIONS**

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

OWNER: City of Broken Arrow  
485 N. Poplar Avenue  
Broken Arrow, OK 74012  
Contact: Mr. Travis Small, P.E., CFM  
Transportation Division Manager

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

Contact Name: Mr. Keith Marquardt P.E.  
Managing Member

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

**ARTICLE 27 – ELECTRONIC SIGNATURES**

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

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

**OWNER:**

City of Broken Arrow, a Municipal Corporation

By: \_\_\_\_\_

Michael L. Spurgeon, City Manager

Date: \_\_\_\_\_

**CONSULTANT:**

Marquardt Engineering, PLLC

By: Keith Marquardt

Keith M. Marquardt, P.E.,  
Managing Member

Date: 12/29/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest:

\_\_\_\_\_  
City Clerk [Seal]

Date: \_\_\_\_\_

Approved as to form:

D. Graham Parker

Assistant City Attorney

**VERIFICATION**

State of Oklahoma )  
 ) §  
County of Tulsa )

Before me, a Notary Public, on this 30th day of December, 2025, personally appeared Keith M. Marquardt, known to be to be the Managing Member of Marquardt Engineering, PLLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

04/16/2026

[Signature]

Notary Public



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
MARQUARDT ENGINEERING, PLLC  
FOR  
137<sup>TH</sup> EAST AVENUE IMPROVEMENTS SOUTH OF NEW ORLEANS  
PROJECT ST24310**

**SCOPE OF SERVICES**

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

**1.0 PROJECT UNDERSTANDING**

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for approximately 700 L.F. of residential street improvements on South 137<sup>th</sup> East Avenue, south of New Orleans Street. These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

Furthermore, CONSULTANT understands: this project consists of improvements and widening of approximately 700 L.F. of South 137<sup>th</sup> East Avenue immediately south of New Orleans Street. The project shall include geometric design of full depth asphalt residential roadway construction with sod shoulders and open ditch drainage. Stormwater runoff and hydraulic calculations are included in the project to appropriately size storm conveyance ditches and structures, as necessary. In addition, due to the length of the dead end street improvement, the project shall include design of a "hammerhead" type turnaround to meet Broken Arrow Fire Department requirements as well as refuse vehicle needs. The project shall also include services for the following: identification of right-of-way needs, preparations of right-of-way acquisition documents (as necessary), identification of need for utility relocations, coordination of utility relocations (as necessary) and all governmental agency coordination/permitting(as necessary). All design services shall meet city of Broken Arrow design criteria.

- 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 \$230,000 budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

## **2.0 PROJECT SCOPE**

- 2.1 CONSULTANT shall perform civil design including grading, drainage, and surfacing; perform hydraulics/hydrology necessary to properly design the drainage structures; and perform geometric roadway design. All necessary structural design for the project shall be performed by the CONSULTANT.
- 2.2 CONSULTANT shall provide consulting services as follows:
  - Geometric, Site Grading, Drainage, Structural (as necessary), Paving, and Miscellaneous Design
  - Public/Private Utility Design and Relocation coordination (as required)
  - Governmental Agency Coordination/Permitting (as required)

## **3.0 SCOPE OF SERVICES**

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
  - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
  - 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
  - 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
  - 3.1.4 Meet with the Owner to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.
- 3.2 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
  - 3.2.1 Perform preliminary roadway geometric layout and design.
  - 3.2.2 Prepare preliminary construction plans and details, including preliminary drainage design, preliminary structural design as necessary, utility relocations as required for proposed project.
  - 3.2.3 Prepare Preliminary Special Provisions and Preliminary Special Specifications, as necessary.
  - 3.2.4 Prepare Preliminary Quantity Estimate.
  - 3.2.5 Prepare Preliminary Construction Cost Estimate using 15% contingency.
  - 3.2.6 Submit one (1) set of drawings on electronic media (AutoCAD 2021 or later version preferred) and one (1) PDF file of the Preliminary plans.
  - 3.2.7 The Preliminary Design Phase submittal shall include:
    - Title Sheet
    - Pay Quantities and Pay Item/General Notes
    - Typical Sections
    - Quantity & Miscellaneous Summaries
    - Summary of Drainage Structures, as necessary
    - Drainage Area Map
    - Storm Water Management Plan (SWP3)
    - Hydraulic Design Summary, as necessary
    - Plan and Profiles
    - Signing & Striping, as necessary
    - Erosion Control Plan
    - Utility Relocation Sheets, as necessary
    - Special Details Sheets, as necessary

- Cross Section Sheets
- 3.2.8 Preliminary Design Review
- 3.2.9 Attend a meeting with the CITY to review the Preliminary Design Phase submittal and provide meeting minutes.
- 3.3 FINAL DESIGN PHASE: Following written approval of the Preliminary Design, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
  - 3.3.1 Conduct all necessary design functions required to complete the final design phase of the project.
  - 3.3.2 Prepare final construction plans and details.
  - 3.3.3 Prepare Final Special Provisions and Final Special Specifications, as necessary.
  - 3.3.4 Prepare Final Quantity Estimate.
  - 3.3.5 Prepare Final Construction Cost Estimate using 10% contingency.
  - 3.3.6 Submit one (1) set of drawings on electronic media (AutoCAD 2021 or later version preferred) and one (1) PDF file of the Final plans.
  - 3.3.7 The Final Design Phase submittal shall include:
    - Structural Design Calculations, as necessary
    - Title Sheet
    - Pay Quantities and Pay Item/General Notes
    - Typical Sections
    - Quantity & Miscellaneous Summaries
    - Summary of Drainage Structures
    - Hydraulic Design Summary, as necessary
    - Drainage Area Map
    - Storm Water Management Plan (SWP3)
    - Right-of-Way Map & Data, as necessary
    - Survey Data Sheets
    - Plan and Profiles
    - Special Details, as necessary
    - Signing & Striping, as necessary
    - Erosion Control Plan
    - Construction Sequencing and Traffic Control, as necessary
    - Utility Relocation Sheets, as necessary
    - Cross Sections
    - Standard Construction Drawings
  - 3.3.8 Final Design Review.
  - 3.3.9 Attend a meeting with the CITY to review the Final Design Phase submittal and provide meeting minutes.
- 3.4 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
- 3.5 RECORD DRAWINGS.
  - 3.5.1 Upon completion of construction, the CONSULTANT will incorporate the contractor's red-line markups of the construction drawings and submit one (1) set of record drawings on electronic media (AutoCAD 2021 or later version preferred).

**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
MARQUARDT ENGINEERING, PLLC  
FOR  
137<sup>TH</sup> EAST AVENUE IMPROVEMENTS SOUTH OF NEW ORLEANS  
PROJECT ST24310**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

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

**1.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in-full, construction plans in accordance with City requirements.

- 1.1 Title Sheet
- 1.2 Pay Quantities and Pay Item/General Notes
- 1.3 Typical Sections
- 1.4 Quantity & Miscellaneous Summaries
- 1.5 Summary of Drainage Structures, as necessary
- 1.6 Hydraulic Design Summary, as necessary
- 1.7 Project Drainage Area Map
- 1.8 Storm Water Management Plan (SWP3)
- 1.9 Right-of-Way Map & Data, as necessary
- 1.9 Survey Data Sheets
- 1.10 Plan and Profiles
- 1.11 Special Details, as necessary
- 1.12 Signing & Striping, as necessary
- 1.13 Erosion Control Plan
- 1.14 Utility Relocation Sheets, as necessary
- 1.15 Cross Sections
- 1.16 Standard Construction Drawings

**2.0 DRAINAGE DESIGN DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 2.1 Hydrology and Hydraulic Calculations;
- 2.2 Overall Project Drainage Map;
- 2.3 Drainage Summary Tables;
- 2.4 Stormwater Pollution Prevention Plan (SWP3)
  - 2.4.1 Environmental Clearances, DEQ and USACOE permitting, as required by funding and/or the USACOE;
  - 2.4.2 Owner, Contractor and Engineer's Certifications;
  - 2.4.3 Approved Grading/Erosion Control Construction Plans; and
  - 2.4.4 Standard Erosion Control Details

**3.0 TECHNICAL SPECIFICATIONS:** The CONSULTANT shall submit in-full, in accordance

with this AGREEMENT, technical specifications to be included in the bidding documents and construction contract.

**4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents as part of the Design Analysis.

4.1 Structural Design Calculations (as necessary):

4.1.1 Retaining Earth; and

4.1.2 Miscellaneous Structures

4.2 Other Engineer Design Calculations

**5.0 RECORD DRAWINGS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

5.1 Drawings:

5.1.1 CAD files (AutoCAD 2021 or later preferred) for project construction drawings reflecting red-line markups from the construction contractor and the City Contract Administrator.

5.1.2 PDF files of CAD drawings.

5.2 Design Manual:

5.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.

5.2.2 PDF file of Design Manual.

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**ATTACHMENT C  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
MARQUARDT ENGINEERING, PLLC  
FOR  
137<sup>TH</sup> EAST AVENUE IMPROVEMENTS SOUTH OF NEW ORLEANS  
PROJECT ST24310**

**COMPENSATION AND ADDITIONAL SERVICES**

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

**1.0 BASIC COMPENSATION**

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

- 1.1 Preliminary Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$17,000.00** for the completion of the Preliminary Phase. This lump sum includes \$3,000 for legal descriptions of the parcels needing to be acquired as a part of the project. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$7,250** for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

**2.0 ADDITIONAL SERVICES BASED ON TIME**

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

Professional Services

Project Manager	\$178.75
Senior Technician	\$110.00

**3.0 REPRODUCTION**

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

#### **4.0 MILEAGE**

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

#### **5.0 DIRECT COSTS**

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

#### **6.0 ADJUSTMENT CLAUSE**

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

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**ATTACHMENT D  
TO  
AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
MARQUARDT ENGINEERING, PLLC  
FOR  
137<sup>TH</sup> EAST AVENUE IMPROVEMENTS SOUTH OF NEW ORLEANS  
PROJECT ST24310**

**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 January, 2026.

**1.0 OWNER'S RESPONSIBILITIES**

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;
- 1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and
- 1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

**2.0 SPECIAL CONDITIONS**

- 2.1 None

**ATTACHMENT E  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
MARQUARDT ENGINEERING, PLLC  
FOR  
137<sup>TH</sup> EAST AVENUE IMPROVEMENTS SOUTH OF NEW ORLEANS  
PROJECT ST24310**

**PROJECT SCHEDULE**

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

**1.0 PRELIMINARY DESIGN PHASE:**

- 2.1 Notice to Proceed: January 23, 2026
- 2.2 Prepare Preliminary Plans: January 23 – March 4, 2026
- 2.3 Submit Preliminary Plans: March 4, 2026
- 2.4 Owner Review: March 4 – March 25, 2026

**2.0 FINAL DESIGN PHASE:**

- 2.1 Notice to Proceed: March 26, 2026
- 2.2 Prepare final plans and specifications: March 26 – April 15, 2026
- 2.5 Prepare final cost estimate: March 26 – April 15, 2026
- 2.6 Prepare Design Analysis Report: March 26 – April 15, 2026
- 2.7 Submit final plans and specifications: April 16, 2026
- 2.8 Owner Review: April 16 – May 7, 2026

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

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# City of Broken Arrow

## Request for Action

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**File #: 26-81, Version: 1**

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**Broken Arrow City Council  
Meeting of: 01-06-2026**

**Title:**

Approval of and authorization to execute Change Order No. 1 with Magnum Construction for the Commercial and Ash Parking Lot (2417280)

**Background:**

The Commercial and Ash parking lot project added more parking spaces in downtown. The project also added lighting landscape and drainage.

Change Order #1 addresses the following additions/deletions/changes to the contract:

- Install landscape edging at all trees including edging at (1) light pole base with gravel in-fill.
- Install small area drain at existing curb opening for parking lot drainage per Item 10 on punch list issued 10-29-2025
- There is no change in contract time.

**The total cost for Change Order #1 amounts to \$2818.60**

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$0
This Change Order(s):	\$2,818.60
Total Cost of Change Orders:	\$2,818.60
Original Contract Amount:	\$276,443.00
Revised Contract Amount:	\$279,261.60

Percent Change in Contract: 1.02%

Applicable to Comp. Bid Act: 1.02%

**Cost:** \$2,818.60

**Funding Source:** 2018 GO Bond

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

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**File #: 26-81, Version: 1**

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**Approved By:** City Manager's Office

**Attachments:** Commercial and Ash Parking Lot Change Order 1

**Recommendation:**

Approve and authorize execution of Change Order #1 with Magnum Construction for the Commercial and Ash Parking Lot (2417280)

**Public Contract  
Application for  
Contract Change Order #1**

Project Name: Commercial and Ash Parking Lot Project Number: 2417280  
PO Number: 226000320 Date of Application: Thursday, December 11, 2025  
Contractor: Magnum Construction Submitted By: Clint Redwine

**Summary of Change in Scope of Work**

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

Change of Work Items Included in this Change Order:

- 1) Install landscape edging at all trees including edging at (1) light pole base with gravel in-fill.
- 2) Install small area drain at existing curb opening for parking lot drainage per Item 10 on punch list issued 10-29-2025.

Change in Contractual Project Time:

- 1) No change in contract time.
- 2)

Plan Sheets or Additional Documents Attached: ☒ Yes ☐ No ☐ Other: \_\_\_\_\_

**Work Order Quantities**

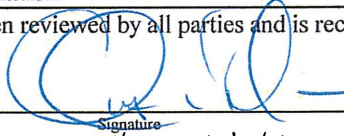

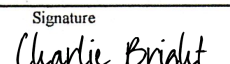
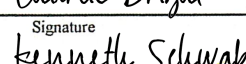
Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
1		Install landscape edging at all trees and 1 light pole base	EA	\$ 1,805.50	1	\$ 1,805.50
2		Install area drain for parking lot drainage	EA	\$ 1,013.10	1	\$ 1,013.10
						\$ -

Total Change Cost: \$ 2,818.60

**Summary of Project Costs**

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 276,443.00
Current Change Order:	\$ 2,818.60	Amended Contract Amount:	\$ 279,261.60
Total Cost of Change Orders:	\$ 2,818.60	Percent Change in Contract:	1.02%
Total Cost Applicable to CBA:	\$ 2,818.60	Percent Change Applicable to CBA:	1.02%

**Change Order Authorization**

Change Order # <u>1</u> in the sum of: \$ <u>2,818.60</u>	has been reviewed by all parties and is recommended for approval by:		
Contractor Submitting Change Order:	Clinton W. Redwine, President		12/11/25
	Name	Signature	Date
Construction Division Manager:	Nathanael T. Kohl, PE		12/12/2025
	Name	Signature	Date
Director of Engineering & Construction:	Charlie Bright, PE		12/12/2025
	Name	Signature	Date
Assistant City Manager - Operations:	Kenneth D Schwab, PE		12/13/2025
	Name	Signature	Date
City Manager:	Michael Spurgeon		
	Name	Signature	Date

**This Change is Executed Through:**

- ☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.  
or  
☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : \_\_\_\_\_

Council Agenda Number: \_\_\_\_\_

City Clerk: \_\_\_\_\_

P.O. Box 707  
Broken Arrow, OK 74013-0707

City of Broken Arrow  
485 N. Poplar Ave.  
Broken Arrow, OK 74

**Contact:**  
**Koby Haddock**  
**Ph: (918) 698-9325**

email: [khaddock@brokenarrowok.gov](mailto:khaddock@brokenarrowok.gov)

DATE 1-Dec-25

CHANGE PROPOSAL REQUEST NO.  
One (1) REV 01

Commercial and Ash Parking Lot  
Broken Arrow, OK 74012

12

Install landscape edging at all trees including edging at one (1) lite pole base w/ gravel in-fill.


LINE NO.	ITEM	QUANTITY	UNIT OF MEASURE	MATERIAL COST		LABOR COST		EQUIPMENT		OTHER COSTS		SUB	MCI TOTAL
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL		
	Landscape - edging and add'l decorative stone fill	1.00	LS	-	0.00	-	0.00	-	0.00	-	0.00	1,570.00	1,570.00
	SUBTOTAL				0.00		0.00		0.00				
	SALES TAX & LABOR BURDEN				0.00		41.00%		0.00			1,570.00	1,570.00
	TOTAL DIRECT COST												
	Sub-total cost of work												1,570.00
	OH & P												235.50
	subtotal												1,805.50
	Total												1,805.50

BY: Clinton W. Redwine Additional time required for this change-----N/A Days

BY: Clinton W. Redwine

Additional time required for this change -----N/A Days

00.0

<b>From:</b>  <b>MAGNUM Construction, Inc.</b> P.O. Box 707 Broken Arrow, OK 74013-0707		<b>To:</b> City of Broken Arrow 485 N. Poplar Ave. Broken Arrow, OK 74012		<b>Contact:</b> Koby Haddock Pli: (918) 698-9325 email: <a href="mailto:khaddock@brokenarrowok.gov">khaddock@brokenarrowok.gov</a>		<b>Project:</b> Commercial and Ash Parking Lot Broken Arrow, OK 74012		<b>1-Dec-25</b>	<b>Two (2)</b>
--	--	--	--	---	--	---	--	-----------------	----------------

Add small area drain at existing curb opening per Item 10 on punch list issued 10-29-25.



# City of Broken Arrow

## Request for Action

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**File #: 26-90, Version: 1**

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**Broken Arrow City Council  
Meeting of: January 6, 2026**

**Title:**

Approval of and authorization to execute Amendment No. 1 with Alliant Insurance Services, Inc. to amend the Consulting Services Agreement dated July 1, 2023, to be effective January 1, 2026

**Background:**

In February of 2023, the City solicited proposals for respondents to provide Insurance Brokerage Services. Insurance Brokerage Services, or Consulting Services, is an important part of the employee benefits as they serve as the intermediary between the city and the insurers. Insurance brokers are responsible for ensuring the benefits, plans, deductibles, copays, renewals and options are the best and most effective for the city, and the employees. They provide expert guidance on all insurance matters and provide plan information support and request proposal on behalf of the city for all necessary insurance services.

After finalist reviews, the Insurance Advisory Committee unanimously voted to select Alliant Insurance Services, Inc. as our insurance broker/consultant for all health insurance needs for eligible city employees. Alliant has been providing core services for the following benefits since approval of their consulting agreement in 2023: medical benefit plans, pharmacy benefit plans, stop loss insurance, dental benefit plans, vision benefit plans, Employee Assistance Programs, life and accident insurance plans, disability insurance plans, administrative plans, wellness plans, voluntary benefits plans, near site clinic, ZeroCard, the diabetes management programs and any additional chronic condition programs.

As a partner, Alliant has agreed to reduce their monthly fee from \$17.50 to \$15.75 per employee per month for the calendar year of 2026. In addition, they have added a performance guarantee beginning in 2027, for services provided in 2026.

**Cost:** \$15.75 PEP, approximately \$123,000 annually (based on plan participation)

**Funding Source:** Group Health and Life Operational Budget Fund 661

**Requested By:** Kelly Cox

**Approved By:** City Manager's Office

**Attachments:** Alliant Amendment No. 1 010126

**Recommendation:**

Approve Amendment No. 1 with Alliant Insurance Services to be effective January 1, 2026

## AMENDMENT NO. 1

This Amendment No.1 ("Amendment") is effective as of January 1, 2026 ("Effective Date") and amends the Consulting Services Agreement dated July 1, 2023 ("Agreement") between Alliant Insurance Services, Inc., a California corporation ("Alliant") and City of Broken Arrow, an Oklahoma municipality ("Client"). Alliant and Client are referred to individually as Party and collectively as the Parties.

### BACKGROUND

The Parties intend to update the Agreement to reflect the new compensation terms and service guarantee effective January 1, 2027, as fully set forth below. Except as set forth in this Amendment and supplemented below, all other terms and conditions of the Agreement shall remain in full force and effect.

IT IS HEREBY AGREED:

#### 1. Change in Annual Fees.

Schedule II, Section 1(a) shall be deleted in its entirety and replaced with the following Sections 1 and 2:

"1. Direct Compensation.

- a. Fees. Client shall pay Alliant the following per-employee-per-month ("PEPM") fees for the Services set forth above:

Policy Year	Fee
Jan. 1, 2026- Dec 31, 2026	\$15.75 PEPM.
Jan 1, 2027- Dec 31, 2027	\$17.50 PEPM
Jan 1, 2028- Dec 31, 2028	\$17.50 PEPM

**Performance Guarantee Beginning Jan 1, 2027.** Beginning January 1, 2027, Alliant agrees to put twenty percent (20%) of its monthly PEPM Fees (above) at risk as a guarantee of the Guaranteed Levels and Guaranteed Deadlines set forth below. Alliant guarantees that Services shall not be less than the Guaranteed Levels, or performed later than, the Guaranteed Deadlines set forth. If Alliant fails to perform these Guaranteed Levels during the 2026 Policy Year, Alliant shall credit Client 20% Fees on the following monthly invoice. If Alliant exceeds or meets the Guaranteed Levels set forth below, then the full consulting Fees will be earned on the following monthly invoice.

- i. **Guaranteed Deadlines and Guaranteed Levels.** Alliant agrees to meet mutually agreeable Guaranteed Deadlines and Guaranteed Levels on the following Scope of Services:

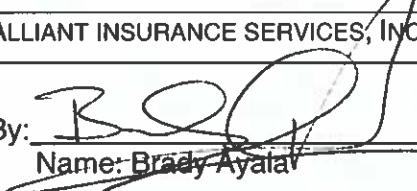
Execution of Scope	Weighting	Pass/Fail	#	Key Performance Criteria
<b>Strategy and Renewal Planning</b>	<b>25%</b>		1	Conduct annual strategy meeting and provide market updates on trends, innovation, legislative/regulatory changes
			2	Benchmark financial performance, trend, fees, cost-sharing, plan design and actuarial values for health, pharmacy & welfare benefits
			3	Conduct Health and Welfare Program Assessment to establish short and long-term benefit plan objectives, including benefits offered, plan design, employee/employer cost sharing, role of voluntary benefits, etc.
			4	Conduct annual renewal planning meeting for insured lines and ASO agreements with preliminary and final results outlined
			5	Review and negotiate performance standards and guarantees for all health & welfare plans
			6	Participate in and/or assist in preparation for quarterly Benefits Administrative Committee meetings as needed (note name of this fiduciary committee may change)
<b>Account &amp; Vendor Mgmt.</b>	<b>25%</b>		1	Ongoing administrative support, management, evaluation, and resolution of carrier service issues
			2	Coordinate and attend service meetings with Client and select carrier representatives on an as needed basis
			3	Review Health and Welfare plan documents, summary plan descriptions, contracts, and other benefit-related documents
			4	Participate in regularly scheduled open items conference calls. Maintain and distribute open items list prior to calls

Execution of Scope	Weighting	Pass/Fail	#	Key Performance Criteria
			5	Support annual/semi-annual utilization and stewardship reviews with Health & Welfare carrier partners
Actuarial & Financial	25%		1	Prepare and distribute monthly Actual vs. Budget reporting for self-insured programs and other reports as determined necessary by Client's Finance department
			2	Delivery of annual IBNR analysis and forecasting with runout data including meeting to review and responses to ad-hoc questions as needed
			3	Annual budget/accrual setting and pricing for self-insured plans with up to 3 rounds of modeling
			4	Annual employee contribution modeling with up to 3 rounds of updates
			5	Complete Client provided rate template for open enrollment for all lines of coverage
			6	Review of large claims in conjunction with renewal and pricing meetings
Compliance	25%		1	Access to Alliant's Compliance Department for assistance with:
				ERISA (and non-ERISA) and state insurance law; Medical Continuation ("COBRA"), Mental Health Parity and HIPAA; Title VII, FMLA, and USERRA; Tax Code welfare
				Legislation affecting benefit programs
				Health plan notice matrix and compliance calendar with document preparation and review
				Health and Welfare compliance audits and reporting
			2	Resources such as online seminars and workshops, compliance newsletters, and newflashes/alerts delivered via e-mail
			3	Coordination of Schedule A Reports as necessary
			4	Coordination of RxDC data collection, preparation of any files that will not be completed by the carriers and detailed instructions for the submission
			5	Preparation of required annual notices including Creditable Coverage Part D attestation
			6	Provide quarterly updates to zip-code based State/Local Leave Law analysis, access to weekly e-mail updates on legislative activity, and support for ad-hoc questions

2. **No other changes.** Except as set forth in this Amendment, all other terms and conditions shall remain in full force and effect.

The Parties are signing this Amendment on the Effective Date stated in the introductory clause.

AGREED AND ACCEPTED BY:

ALLIANT INSURANCE SERVICES, INC.	CITY OF BROKEN ARROW
By:  Name: Brady Ayala	By: _____ Name: _____
Title: Senior Vice President	Title: _____



# City of Broken Arrow

## Request for Action

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**File #:** 26-91, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 01-06-2026**

**Title:**

Acceptance of a Utility Easement and Temporary Construction Easements from Purple Tracts, LLC, an Oklahoma limited liability company, the owner, on property generally located south of Houston Street and east of South 225th East Avenue in Broken Arrow, Oklahoma, located in the Northwest Quarter of Section 16, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma for the Park Lane Lift Station Improvements & Cambridge Estates Relief Line, Parcels 1.1, 1.A, 1.B, and 1.C (Project No. S.24030)

**Background:**

The attached Utility Easement and Temporary Construction Easements are being donated to the City of Broken Arrow from Purple Tracts, LLC, an Oklahoma limited liability company, the owner. Parcel 1.1 consists of 0.43 acres of permanent utility easement. Temporary Construction Easements consisting of 0.20 acres for Parcel 1.A, and 0.36 acres for Parcel 1.B, and 0.02 acres for Parcel 1.C, are being conveyed for the Park Lane Lift Station Improvements & Cambridge Estates Relief Line, located in the Northwest Quarter of Section 16, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma.

A copy of the Utility Easements and Temporary Construction Easements are attached.

**Cost:** \$0

**Funding Source:** N/A

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

**Approved By:** City Manager's Office

**Attachments:** Utility Easement  
Temporary Construction Easement  
Donation Certificate

**Recommendation:**

Accept the Utility Easement and Temporary Construction Easements.

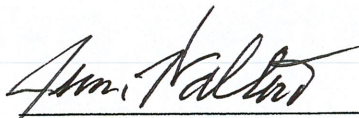
## DONATION CERTIFICATE

Project: S.24030 County: Wagoner State: OK  
Parcels: 1.1, 1.A, 1.B, and 1.C

I, the undersigned, certify that I am fully aware of the use of this parcel of property for the following purpose:

- a. As a permanent right-of-way (n/a)
- b. As a permanent easement (1 total)
- c. As a temporary construction easement (3 total)

I, hereby, elect to convey use of this parcel of property to the City of Broken Arrow, Oklahoma by Donation.

  
\_\_\_\_\_  
Signature



Jim Walton, Manager of Purple Tracts, LLC 10/9/25  
\_\_\_\_\_  
Printed Name Date

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Acquisition Agent Title Date



## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **PURPLE TRACTS, LLC**, an Oklahoma limited liability company, the Owner(s), of the legal and equitable title to the following described real estate situated in Wagoner County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of WAGONER, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

### SEE EXHIBITS "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the roadway improvements.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 3rd day of December 2025.

KATHLEEN A. MONK  
WASHINGTON COUNTY  
NOTARY PUBLIC -- ARKANSAS  
My Commission Expires March 3, 2032  
Commission No. 12387014

*Kathleen A. Monk*

PURPLE TRACTS, LLC, an Oklahoma limited liability company

By: *Jim Walton*  
Jim Walton, Manager

STATE OF Arkansas )  
COUNTY OF Washington ) §

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of December 2025, personally appeared Jim Walton, Manager of PURPLE TRACTS, LLC, an Oklahoma limited liability company, to me known to be the identical person who executed the within and foregoing instrument in writing and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

KATHLEEN A. MONK  
WASHINGTON COUNTY  
NOTARY PUBLIC -- ARKANSAS  
My Commission Expires March 3, 2032  
Commission No. 12387014

Kathleen C. Monk  
NOTARY PUBLIC

Approved as to Form:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

Approved as to Substance:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

Amn

Assistant City Attorney

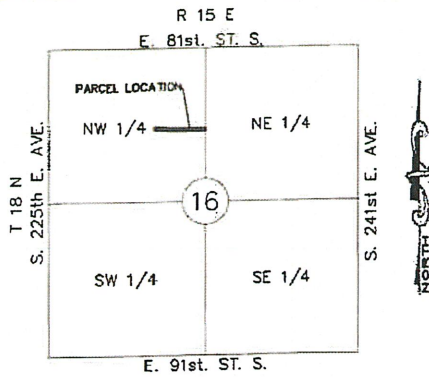
Michael L. Spurgeon, City Manager

Attest:

Engineer C3 Checked: 12/10/25  
PROJECT: Park Lane Lift Station Improvements & Cambridge Estates Relief Line  
Project #S 24030 Parcel 1.A, 1.B & 1.C

City Clerk

# EXHIBIT "A"



JOB NUMBER: -  
PARCEL NO. 1.A  
COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:  
PART OF E/2 NW/4  
SECTION 16, T18N, R15E  
PERMANENT UTILITY EASEMENT - XX.XX S.F.  
TEMPORARY EASEMENT - 8,545.58 S.F.

## LEGEND

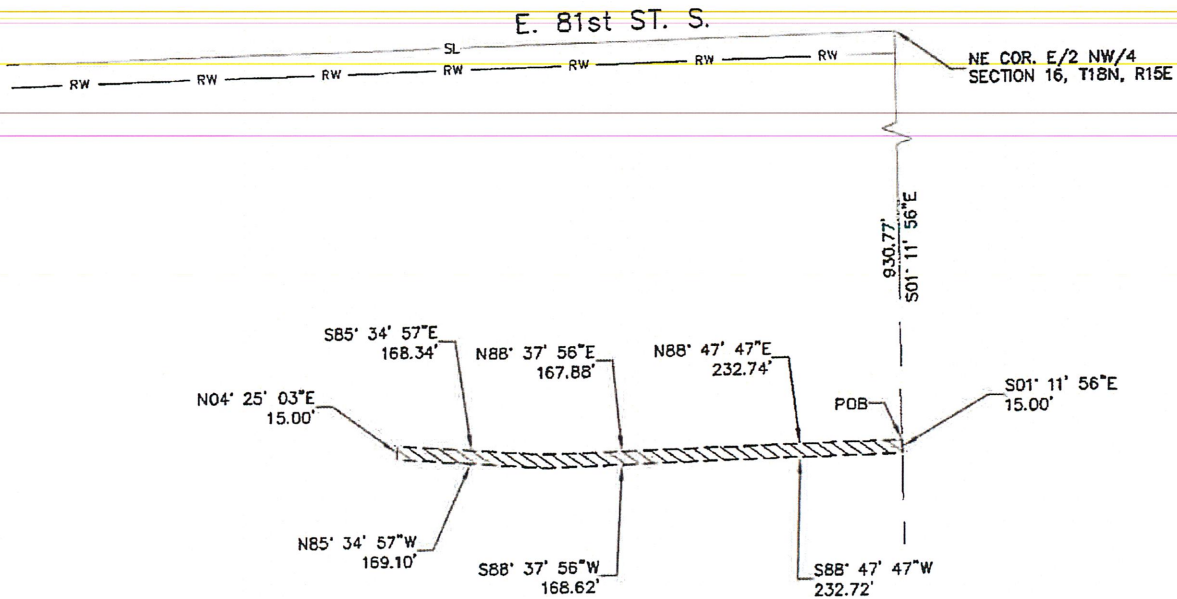
- PROPERTY TO ACQUIRE
- TEMP. CONSTRUCTION EASEMENT

---' RECORDED DISTANCES

BASIS OF BEARING - STATE PLANE COORDINATE SYSTEM (NAD 83)

SCALE 1" = 200'

*Charles W. Chastain*  
CHARLES W. CHASTAIN, OK. L.S. #1352



ENGINEERS

HOLLOWAY, UPDIKE AND BELLEN INC.  
905-A SOUTH 9TH STREET, BROKEN ARROW, OK  
918-251-0717, FAX 918-251-0754  
CA #219, EXPIRES 06/30/15

TITLE:	PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE ESTATES RELIEF LINE		
PROJECT:	24BAPARKLANE PROJ. # S24030		
OWNER:	PURPLE TRACTS, LLC		
DATE:	OCTOBER 15, 2024	REVISION:	AUGUST 13, 2025

Parcel No. 1.A  
Purple Tracts, L.L.C.

Date Written: August 13, 2025

### TEMPORARY CONSTRUCTION EASEMENT

A parcel of land lying in part of the E1/2 NW1/4 of Section 16, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follows:

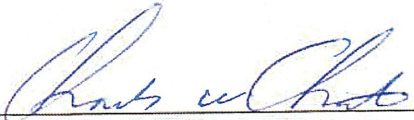
Commencing at the Northeast corner of said E1/2 NW1/4, thence S01°11'56"E along the East line of said E1/2 NW1/4 930.77 feet to point of beginning; thence S01°11'56"E along said East line 15.00 feet; thence S88°47'47"W 232.72 feet; thence S88°37'56"W 168.62 feet; thence N85°34'57"W 169.10 feet; thence N04°25'03"E 15.00 feet; thence S85°34'57"E 168.34 feet; thence N88°37'56"E 167.88 feet; thence N88°47'47"E 232.74 feet to the point of beginning.

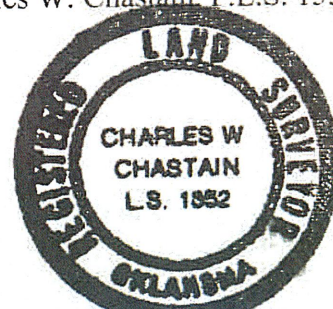
Containing 8,545.58 square feet or 0.20 acres.

### Real Property Certification

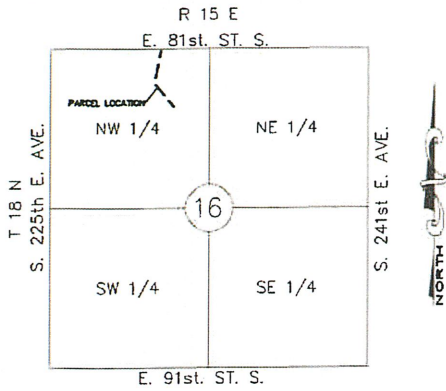
I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Temporary Construction Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

8-13-25  
Date

  
Charles W. Chastain, P.L.S. 1352



# EXHIBIT "A"



JOB NUMBER: -  
 PARCEL NO. 1.B  
 COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:  
 PART OF E/2 NW/4  
 SECTION 16, T18N, R15E  
 PERMANENT UTILITY EASEMENT - XXXX  
 TEMPORARY EASEMENT - 15,741.84 S.F.

## LEGEND

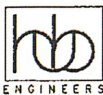
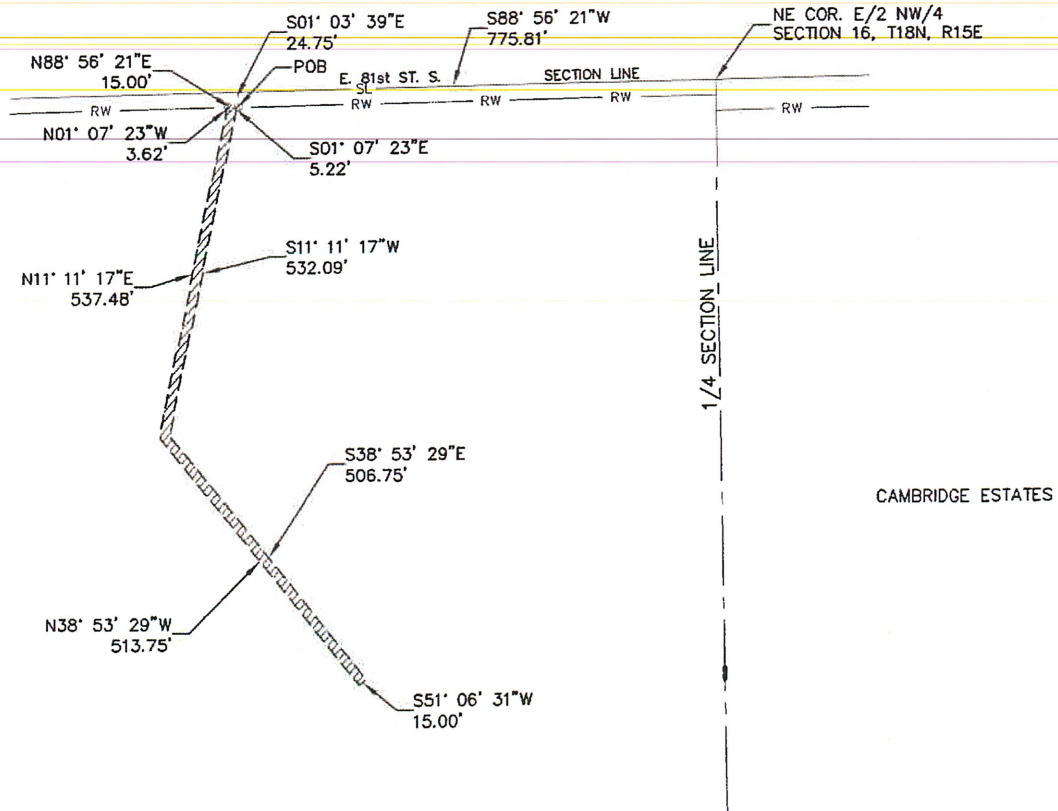
- PROPERTY TO ACQUIRE
- TEMP. CONSTRUCTION EASEMENT

---' RECORDED DISTANCES

BASIS OF BEARING - STATE PLANE COORDINATE SYSTEM (NAD 83)

SCALE 1" = 300'

CHARLES W. CHASTAIN, OK. L.S. #1352



HOLLOWAY, UPDIKE AND BELLEN INC.  
 905-A SOUTH 9TH STREET, BROKEN ARROW, OK  
 918-251-0717, FAX 918-251-0754  
 CA #219, EXPIRES 06/30/15

TITLE:	PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE ESTATES RELIEF LINE		
PROJECT:	24BAPARKLANE PROJ. # S24030		
OWNER:	PURPLE TRACTS, LLC		
DATE:	AUGUST 13, 2025	REVISION:	

Parcel No. 1.B  
Purple Tracts, L.L.C.

Date Written: August 13, 2025

## TEMPORARY CONSTRUCTION EASEMENT

A parcel of land lying in part of the E1/2 NW1/4 of Section 16, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follows:

A parcel of land lying in part of the E1/2 NW1/4 of Section 16, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follows:

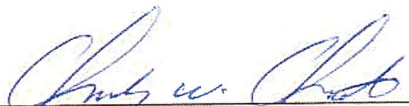
Commencing at the Northeast corner of said E1/2 NW1/4, thence S88°56'21"W along the North line of said E1/2 NW1/4 775.81 feet; thence S01°03'39"E 24.75 feet to the point of beginning, said point being on the southerly right-of-way line of E. 81<sup>st</sup> Street South; thence S01°07'23"E 5.22 feet; thence S11°11'17"W 532.09 feet; thence S38°53'29"E 506.75 feet; thence S51°06'31"W 15.00 feet; thence N38°53'29"W 513.75 feet; thence N11°11'17"E 537.48 feet; thence N01°07'23"W 3.62 feet to said southerly right-of-way line; thence N88°56'21"E along said southerly right-of-way line 15.00 feet to the point of beginning.

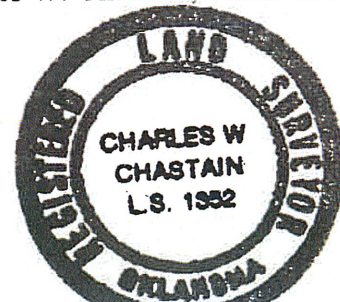
Containing 15,741.84 square feet or 0.36 acres.

### Real Property Certification

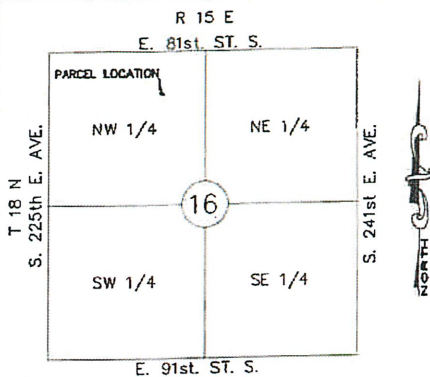
I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Temporary Construction Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

8-13-25  
Date

  
Charles W. Chastain, P.L.S. 1352



# EXHIBIT "A"



JOB NUMBER: -  
PARCEL NO. 1.C  
COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:  
PART OF E/2 NW/4  
SECTION 16, T18N, R15E  
PERMANENT UTILITY EASEMENT - XXXX  
TEMPORARY EASEMENT - 750.00 S.F.

## LEGEND

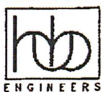
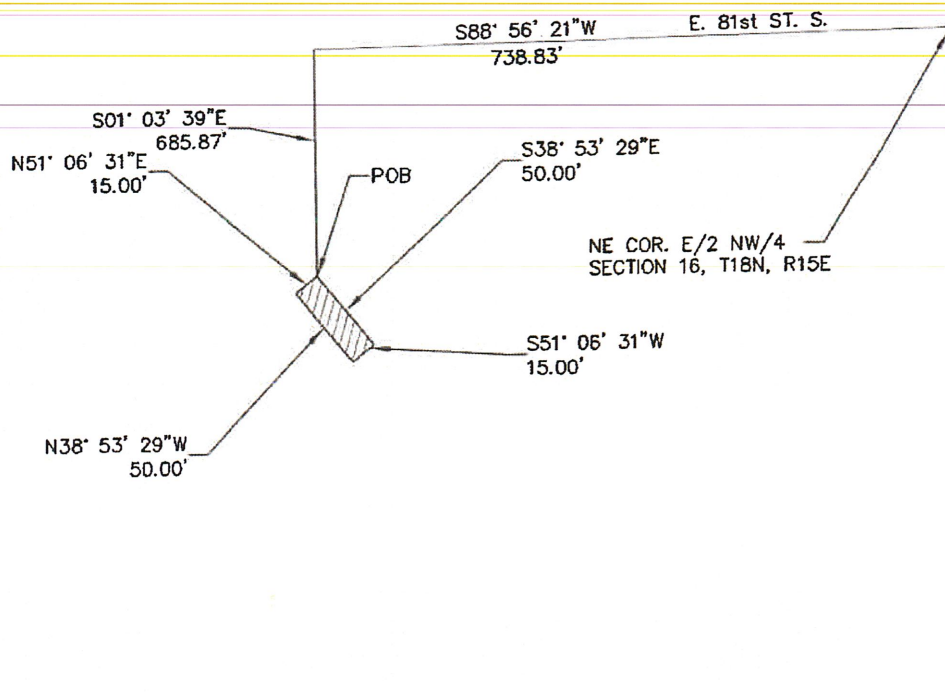
- PROPERTY TO ACQUIRE
- TEMP. CONSTRUCTION EASEMENT

---' RECORDED DISTANCES

BASIS OF BEARING - STATE PLANE COORDINATE SYSTEM (NAD 83)

SCALE 1" = 100'

CHARLES W. CHASTAIN, OK. L.S. #1352



HOLLOWAY, UPDIKE AND BELLEN INC.  
905-A SOUTH 9TH STREET, BROKEN ARROW, OK  
918-251-0717, FAX 918-251-0754  
CA #219, EXPIRES 06/30/15

TITLE:	PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE ESTATES RELIEF LINE		
PROJECT:	24BAPARKLANE PROJ. # S24030		
OWNER:	PURPLE TRACTS, LLC		
DATE:	AUGUST 13, 2025	REVISION:	

Parcel No. 1.C  
Purple Tracts, L.L.C.

Date Written: August 13, 2025

### TEMPORARY CONSTRUCTION EASEMENT

A parcel of land lying in part of the E1/2 NW1/4 of Section 16, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follows:

A parcel of land lying in part of the E1/2 NW1/4 of Section 16, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follows:

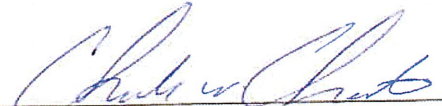
Commencing at the Northeast corner of said E1/2 NW1/4, thence S88°56'21"W along the North line of said E1/2 NW1/4 738.83 feet; thence S01°03'39"E 685.87 feet to the point of beginning; thence S38°53'29"E 50.00 feet; thence S51°06'31"W 15.00 feet; thence N38°53'29"W 50.00 feet; thence N51°06'31"E 15.00 feet to the point of beginning.

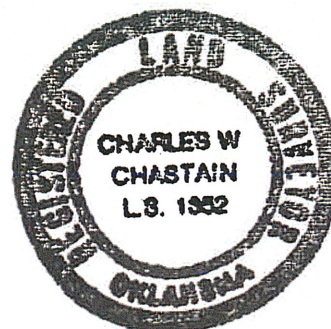
Containing 750.00 square feet or 0.02 acres.

### Real Property Certification

I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Temporary Construction Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

8-25-25  
Date

  
Charles W. Chastain, P.L.S. 1352



## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **PURPLE TRACTS, LLC**, an Oklahoma limited liability company, the owner(s), of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the **CITY OF BROKEN ARROW**, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in WAGONER County, State of Oklahoma to wit:

### SEE EXHIBIT "A"

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

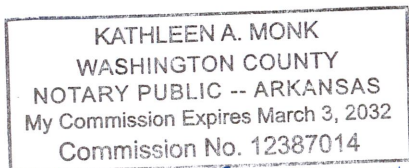
There is further granted the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

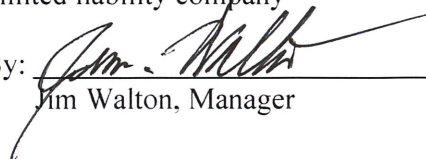
TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 3rd day of December, 2025.

Return to:  
City of Broken Arrow  
City Clerk  
P.O. Box 610  
Broken Arrow, OK 74013



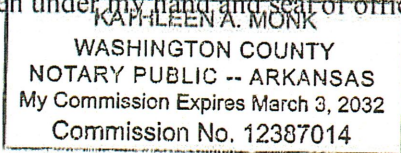
PURPLE TRACTS, LLC, an Oklahoma  
limited liability company

By:   
Jim Walton, Manager

STATE OF Arkansas)  
COUNTY OF Washington) §

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of December 2025, personally appeared Jim Walton, Manager of PURPLE TRACTS, LLC, an Oklahoma limited liability company, to me known to be the identical person who executed the within and foregoing instrument in writing and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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



Kathleen G. Monk  
NOTARY PUBLIC

Approved as to Form:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

Approved as to Substance:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

  
Assistant City Attorney

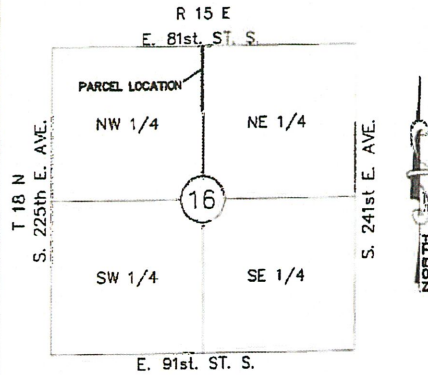
Michael L. Spurgeon, City Manager

Attest:

Engineer C13 Checked: 12/10/25  
PROJECT: Park Lane Lift Station Improvements & Cambridge Estates Relief Line  
Project #S 24030 Parcel 1.1

City Clerk

# EXHIBIT "A"



JOB NUMBER: -  
PARCEL NO. 1.1  
COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:  
PART OF E/2 NW/4  
SECTION 16, T18N, R15E  
PERMANENT UTILITY EASEMENT - 18,550.91 S.F.  
TEMPORARY EASEMENT - XX.XX S.F.

## LEGEND

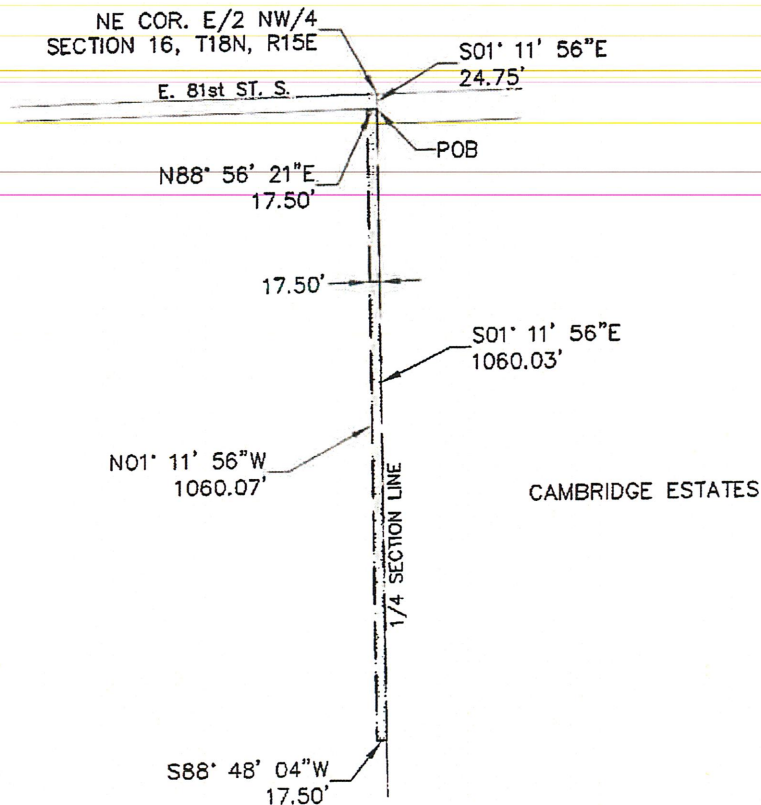
- PROPERTY TO ACQUIRE
- TEMP. CONSTRUCTION EASEMENT

---' RECORDED DISTANCES

BASIS OF BEARING - STATE PLANE COORDINATE SYSTEM (NAD 83)

SCALE 1" = 300'

CHARLES W. CHASTAIN, OK. L.S. #1352



HOLLOWAY, UPDIKE AND BELLEN INC.  
905-A SOUTH 9TH STREET, BROKEN ARROW, OK  
918-251-0717, FAX 918-251-0754  
CA #219, EXPIRES 06/30/15

TITLE:	PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE ESTATES RELIEF LINE		
PROJECT:	24BAPARKLANE PROJ. # S24030		
OWNER:	PURPLE TRACTS, LLC		
DATE:	OCTOBER 15, 2024	REVISION:	

Parcel No. 1.1  
Purple Tracts, L.L.C.

Date Written: October 15, 2024

### PERMANENT UTILITY EASEMENT

A parcel of land lying in part of the E1/2 NW1/4 of Section 16, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follows:

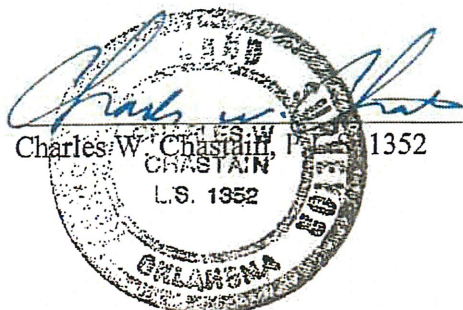
Commencing at the Northeast corner of said E1/2 NW1/4, thence S01°11'56"E along the East line of said E1/2 NW1/4 24.75 feet to the point of beginning, said point being on the southerly right-of-way line of E. 81<sup>st</sup> Street South; thence S01°11'56"E along said East line 1060.03 feet; thence S88°48'04"W 17.50 feet; thence N01°11'56"W 1,060.07 feet to said southerly right-of-way line; thence N88°56'21"E along said southerly right-of-way line 17.50 feet to the point of beginning.

Containing 18,550.91 square feet or 0.43 acres.

### Real Property Certification

I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Permanent Utility Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

10/16/24  
Date





# City of Broken Arrow

## Request for Action

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**File #: 26-93, Version: 1**

---

**Broken Arrow City Council  
Meeting of: 01-06-2026**

**Title:**

Acceptance of a Utility Easement from CSL Oklahoma System, LLC, a Delaware limited liability company, the owner, on property located at 5301 South Elm Place in Broken Arrow, Oklahoma, located in the Northwest Quarter of Section 35, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Parcel 2.0 for the 16-inch Waterline Loop Elm & Florence (Project No. WL23090)

**Background:**

The attached Utility Easement is being donated to the City of Broken Arrow from CSL Oklahoma System, LLC, a Delaware limited liability company. Parcel 2.0 consists of 4,894.39 square feet of Utility Easement in the Northwest Quarter Section 35, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. This donation is for the 16-inch Waterline Loop Elm & Florence (Project No. WL23090).

A copy of the signed Utility Easement and Donation Certificate are attached.

**Cost:** \$0

**Funding Source:** N/A

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

**Approved By:** City Manager's Office

**Attachments:** Utility Easement  
Donation Certificate

**Recommendation:**

Accept the Utility Easement.

## DONATION CERTIFICATE

Project: WL23090 County: Tulsa State: OK Parcel: 2.0

I, the undersigned, certify that I am fully aware of the use of this parcel of property for the following purpose:

- a. As a permanent right-of-way
- b. As a permanent easement
- c. As a temporary construction easement

X

I, hereby, elect to convey use of this parcel of property to the City of Broken Arrow, Oklahoma by Donation.

*Sarah Hays*  
Signature

Sarah Hays  
Printed Name

12/17/25  
Date

\_\_\_\_\_  
Agent Signature

Acquisition Agent  
Title

\_\_\_\_\_  
Date

## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **CSL OKLAHOMA SYSTEM, LLC**, a Delaware limited liability company, the owner(s), of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the **CITY OF BROKEN ARROW**, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in TULSA County, State of Oklahoma to wit:

### SEE EXHIBIT "A"

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted, the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 3<sup>rd</sup> day of December, 2025.

Return to:  
City of Broken Arrow  
City Clerk  
PO Box 610  
Broken Arrow, OK 74013

CSL OKLAHOMS SYSTEM, LLC

By: Sarah Hays  
Sarah Hays, Staff Manager—Engineering Support

STATE OF ARKANSAS)  
COUNTY OF PULASKI) §

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3 day of December, 2025, personally appeared Sarah Hays as Staff Manager–Engineering Support of OKLAHOMA SYSTEM, LLC, a Delaware limited liability company, to me known to be the identical person(s) 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.


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



Cate Barnett  
NOTARY PUBLIC

Approved as to Form:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

Approved as to Substance:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

  
Assistant City Attorney

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: CB Date: 12/10/25  
Project: WL23090 16-inch Waterline Loop Elm & Florence  
Parcel 2.0

**EXHIBIT "A" LEGAL DESCRIPTION**

A TRACT OF LAND LYING IN PART OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (NW/4);  
**THENCE** N 00°00'00" E, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 1173.48 FEET;  
**THENCE** N 89°56'55" E, A DISTANCE OF 53.00 FEET TO A POINT ON THE EAST LINE OF AN EXISTING WATER LINE EASEMENT IN FAVOR OF THE CITY OF BROKEN ARROW AS DESCRIBED AND RECORDED IN BOOK 2959 PAGE 433 OF THE TULSA COUNTY PUBLIC RECORDS, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;  
**THENCE** CONTINUING N 89°56'55" E, A DISTANCE OF 20.00 FEET;  
**THENCE** S 00°00'00" W, PARALLEL WITH AND 73.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 212.67 FEET;  
**THENCE** S 17°19'27" W A DISTANCE OF 67.16 FEET TO A POINT ON THE EAST LINE OF THE AFOREMENTIONED EXISTING WATER LINE EASEMENT;  
**THENCE** N 00°00'00" E, ALONG THE EAST LINE OF SAID EXISTING WATER LINE EASEMENT, A DISTANCE OF 276.77 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.112 ACRES (4,894.39 SQ. FT.) AS DESCRIBED.

**BASIS OF BEARINGS:**


DEEDED BEARINGS AS RECORDED  
IN "DOCUMENT NO.2015068956" IN  
THE TULSA COUNTY PUBLIC RECORDS

**SURVEYOR'S CERTIFICATE**

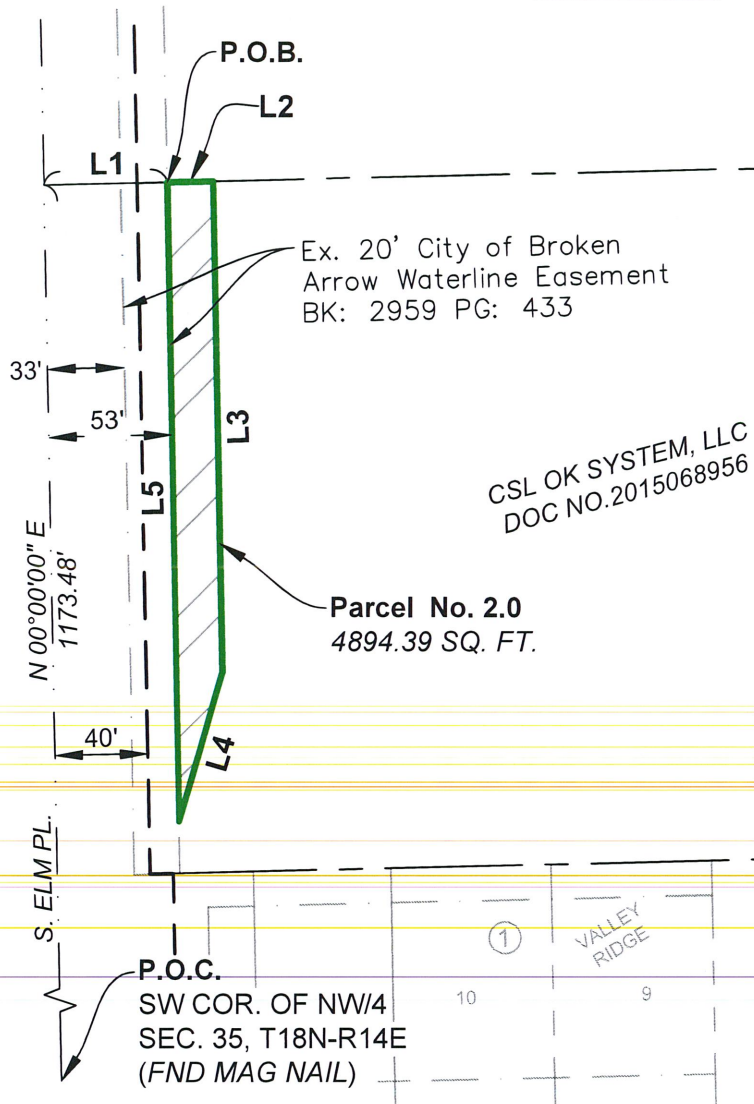
I, SHANE D. CARROLL, REGISTERED PROFESSIONAL LAND SURVEYOR OF ELEVATION LAND SURVEYING, LLC., HEREBY CERTIFY THAT THE LEGAL DESCRIPTION HEREON CLOSES IN ACCORDANCE WITH CURRENT TOLERANCES AND IS A TRUE AND ACCURATE REPRESENTATION OF THE EASEMENT DESCRIBED, IT IS NOT A LAND OR BOUNDARY SURVEY.

WITNESS MY HAND AND SEAL THIS 25TH DAY OF AUGUST, 2023.

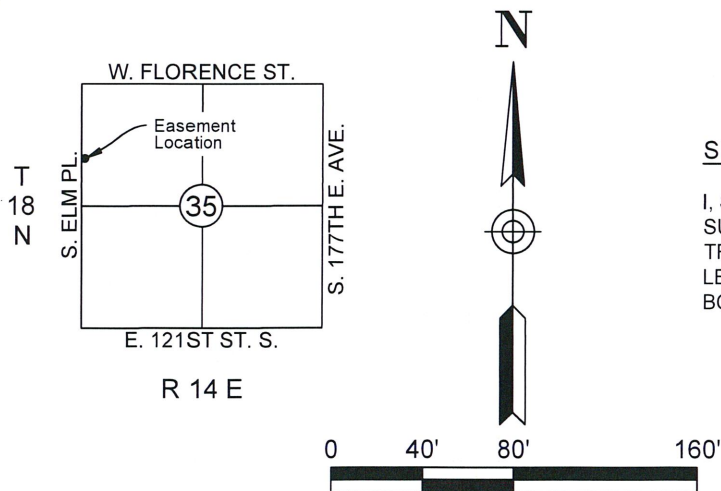


  
SHANE D. CARROLL, PLS  
OKLAHOMA NO.1981  
CERT. OF AUTH. NO. 8524  
EXP. DATE JUNE 30, 2024

# EXHIBIT "A"



Line Table		
Line #	Length	Direction
L1	53.00'	N89°56'55"E
L2	20.00'	N89°56'55"E
L3	212.67'	S00°00'00"W
L4	67.16'	S17°19'27"W
L5	276.77'	N00°00'00"E



Note  
See Exhibit "A" page 1 for Legal Description and Surveyor's Certificate

## SURVEYOR'S NOTE:

I, SHANE D. CARROLL, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY STATE THAT THE ATTACHED EXHIBIT IS A TRUE AND ACCURATE REPRESENTATION OF THE EASEMENT LEGAL DESCRIPTION, AS SHOWN HEREON, IT IS NOT A LAND OR BOUNDARY SURVEY.

## BASIS OF BEARING

Deeded Bearings as recorded in Document No. 2015068956 of the Tulsa County Public Records

ELS No. 2023.08

Drawn By: SDC

Date: 08.18.2023

EXHIBIT "A"  
Parcel No. 2.0  
page 2 of 2

ELEVATION  
LAND SURVEYING

8501 SW 15th Street  
Oklahoma City, OK 73128  
405.493.9393  
C.A. #8524 Exp. 06.30.2024



# City of Broken Arrow

## Request for Action

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**File #: 26-95, Version: 1**

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**Broken Arrow City Council  
Meeting of: 01-06-2026**

**Title:**

Approval of and authorization to execute Change Order No. 8 with Becco Contractors, Inc., for Oklahoma Department of Transportation project No. STP-272F(367)IG, JP# 33955(04) (City of Broken Arrow project No. ST1411, Albany Street Widening from 9th Street to 23rd Street)

**Background:**

STP-272F(367)IG or City of Broken Arrow project # ST1411, Albany Street Widening from 9th Street to 23rd Street includes construction of approximately 5,800 feet of roadway widening as well as sidewalk, stormwater, miscellaneous appurtenances, signal and intersection improvements extending from approximately 400 feet east of 9th Street through 23rd Street. The project includes Federal Surface Transportation Block Grant (STBG) funds and was bid, awarded and is being administered through the Oklahoma Department of Transportation (ODOT).

During construction, several issues have arisen which require change orders. The change order is described as follows:

Change Order #8 addresses the following additions /deletions/changes to the contract:

- Class A Concrete was underrun by a significant amount. This is a cost adjustment based upon ODOT standard operating procedure to account for this underrun.

The total cost for Change Order # 8 amounts to \$7,837.50.

At ODOT's request, change Order #8 is required to be executed by the City prior to the final quantity, or reconciliatory, change order (Change Order #7) execution.

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$367,430.92
This Change Order(s):	\$7,837.50
Total Cost of Change Orders:	\$375,268.42
Original Contract Amount:	\$8,067,000.00
Revised Contract Amount:	\$8,442,268.42
Percent Change in Contract:	4.65%
Applicable to Comp. Bid Act:	7.25% (\$585,054.92)

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**File #: 26-95, Version: 1**

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**Cost:** \$7,837.50

**Funding Source:** 2014 General Obligation Bond

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

**Approved By:** City Manager's Office

**Attachments:** STP-272F(367)IG, JP# 33955(04) (City of Broken Arrow project # ST1411 - Change Order # 8)

**Recommendation:**

**Approve and authorize execution of Change Order No. 8 with Becco Contractors, Inc., for Oklahoma Department of Transportation project No. STP-272F(367)IG, JP# 33955(04) (City of Broken Arrow project No. ST1411, Albany Street Widening from 9th Street to 23rd Street).**

# Oklahoma Department of Transportation

## Change Order

Contract ID	220326	Primary County	TULSA	Primary PCN	33955(04)
Change Order Nbr	008	Project	STP-272F(367)IG		
Contract Description	WIDEN RESURFACE AND BRIDGE CITY STREETS (ALBANY STREET (61ST ST S) /23RD ST (193RD E AVE/COUNTY LINE RD): ALBANY ST FROM THE INTERSECTION OF 9TH ST (177TH E AVE/LYNN LANE) EXTEND EAST IN BROKEN ARROW. 23RD ST FROM ALBANY STREET EXTEND NORTH IN BROKEN ARROW. PROJECT LENGTH = 1.244 MILES				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO		Status	Pending	

**General Change Order Description(s):** This change order compensates the contractor for the extra costs incurred due to the elimination of planned contract work. This change order settles all claims to lost overhead for the remainder of the project.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change	
33955(04)	8033	0100	509(B)0300	CY	\$110.00	0.00	0.00	71.25	71.25		
			Item Description:		CLASS A CONCRETE					This Change:	\$7,837.50
			Supplemental Description 1:		Cost Adjustment due to significant underrun.					Prev Revised:	\$0.00
			Supplemental Description 2:							New Revised:	\$7,837.50
										Bid Contract:	\$0.00
										Net Change:	\$7,837.50
										PCT Change:	100.00 %
			Explanations:		This change order compensates the contractor for the extra costs incurred due to the elimination of planned contract work, including lost overhead.						

**TOTAL VALUE FOR CHANGE ORDER 008 : \$7,837.50**

### Contract Time Adjustments

No contract time adjustments are associated with this change order.

Contract ID	220326	Primary County	TULSA	Primary PCN	33955(04)
Change Order Nbr	008	Project	STP-272F(367)IG		

**Prime Contractor's Section**

As the duly authorized representative of BECCO CONTRACTORS, INC., contractor for the above referenced project, I affirm that I have reviewed the above and foregoing prices, quantities and days for the changed or additional work, and I agree that the quantities and prices as are herein listed and the extension of time to perform the change or additional work as shown above will adequately compensate the contractor for the changed or additional work. I understand that the quantities as listed above are estimated and may be subject to revision upon audit of the project. I further understand that the change order/supplemental agreement fully compensates the contractor for the changed or additional work and is in lieu of cost accounting for the work actually performed or submission of a claim as provided by the standard specifications for highway construction and special provisions to the contract.

*Carol S. Smith*

Signature

CAROL S. SMITH

Name (Printed)

PRESIDENT

Company Title

Subscribed and sworn before me this 22<sup>ND</sup> day of OCTOBER year of 2025

My commission expires AUGUST 4, 2026

*[Signature]*

Notary Public

22010578

Commission Number



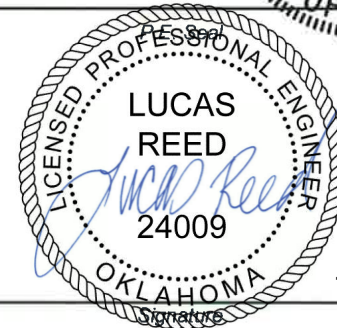
**Oklahoma Department of Transportation Section**

The prices for the additional items have been compared with other contract prices and are a fair amount for the work involved. Respectfully requested by:

Residency Administration(R)  
Field Division Administration(R)  
Construction Administration(R)  
Central Office Administration(R)

Department Personnel  
Reed, Lucas Cole  
Hoover, Jacob  
Leonard, John B.  
Davis, Shawn

Approval Date



10/24/25

Contract ID	220326	Primary County	TULSA	Primary PCN	33955(04)
Change Order Nbr	008	Project	STP-272F(367)IG		

**Local Government Section**

I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.

\_\_\_\_\_  
City/County Official

\_\_\_\_\_  
Date Acknowledged

CURTIS GREEN,  
CITY CLERK

**CITY OF BROKEN ARROW APPROVED BY:**

12/30/2025      *Nathanael Kohl*  
NATHANAEL KOHL,  
CONSTRUCTION DIVISION MANAGER

12/30/2025      *Nathanael Kohl*  
CHARLIE BRIGHT,  
DIRECTOR, ENGINEERING & CONSTRUCTION DEPARTMENT

12/30/2025      *NORM STEPHENS*  
KENNETH SCHWAB,  
ASSISTANT CITY MANAGER, OPERATIONS

Acting Director  
signing for Charlie  
Bright

Signing for  
Kenneth Schwab



# City of Broken Arrow

## Request for Action

---

**File #: 26-97, Version: 1**

---

**Broken Arrow City Council  
Meeting of: 01-06-2026**

**Title:**

Approval of and authorization to execute the inter-local agreement between Tulsa County and the City of Broken Arrow regarding cost sharing of pavement rehabilitation of the 101st Street and Mingo Road intersection

**Background:**

The New Orleans Street, also known as 101<sup>st</sup> Street, and Mingo Road intersection is the shared corner where Tulsa County, City of Bixby, City of Tulsa, and City of Broken Arrow each have a Section (in the Township Range system) of ownership. The roadway surface of the intersection requires improvements including patching of the failing sections and overlaying asphalt on the existing pavement.

The purpose of the interlocal agreement outlines the responsibilities of the City of Broken Arrow and Tulsa County on the project. Tulsa County will perform the asphalt paving operations, and the City of Broken Arrow will reimburse Tulsa County 25% of the actual costs, not to exceed \$40,000.

The City of Bixby and the City of Tulsa have separate agreements pending with Tulsa County for 25% each of the actual costs.

**Cost:** \$40,000

**Funding Source:** Street Sales Tax

**Requested By:** Tim Wilson, Director of Streets and Stormwater

**Approved By:** City Manager's Office

**Attachments:** Inter-local Agreement

**Recommendation:**

Approve the inter-local agreement between Tulsa County and the City of Broken Arrow and authorize its execution

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROKEN ARROW AND THE BOARD OF  
COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, OKLAHOMA FOR THE  
MILL & OVERLAY OF THE 101<sup>st</sup> ST S & S MINGO RD INTERSECTION**

**This Agreement**, by and between the Board of County Commissioners of the County of Tulsa, Oklahoma, hereinafter called "County" and the City of Broken Arrow, Oklahoma, hereinafter called "City"; collectively referred to as "Parties".

**Witnesseth:**

**Whereas**, 69 O.S., 2021, Section 1903, authorizes the Board of County Commissioners to enter into Agreements with municipalities to construct, improve, and repair any of the streets of such municipalities, and;

**Whereas**, the County desires to participate in projects and to provide services that are mutually advantageous to the County and other units of government;

**Therefore**, in consideration of the covenants and conditions below, the Parties hereto agree as follows:

1. This Agreement shall be for the milling and asphalt overlay of the 101<sup>st</sup> St S & S Mingo Rd intersection ("Project") as shown in the attached Exhibit A.
2. Materials, equipment and labor including traffic control necessary to prepare and complete the Project shall be the responsibility of the County.
3. Upon project completion, County will invoice the City with Net 30 terms and City shall reimburse the County for 25% of the actual costs incurred by the County for the Project, not to exceed \$40,000.00.
4. Unless terminated earlier, this Agreement shall be effective from and after the date of execution until the project is complete.
5. County will provide a minimum of thirty (30) calendar days' notice to City prior to the start of the Project.
6. The rights, duties, and obligations under or arising from this Agreement shall not be assigned by either party hereto without the express written consent of the other.
7. City and County agree that work performed by each party to prepare and complete the Project is the sole responsibility and liability of each individual party as provided by and subject to applicable law, including the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq. Furthermore, City acknowledges and agrees that the

County provides no express or implied warranties or guarantees regarding the durability or longevity of the finished Project beyond the exercise of ordinary care and compliance with applicable engineering standards and specifications.

8. This Agreement may be terminated or canceled by either party with or without cause, upon thirty-days (30) written notice of intention to terminate to the authorized representative of each party signed below. In the event this Agreement is terminated or canceled by either party, City shall compensate the County only for services performed and materials purchased up to the date of termination and/or cancellation.
9. Any modifications to this Agreement must be made by written amendment agreed to and signed by both Parties.
10. Non-Appropriation. Notwithstanding any other provision of this Agreement, the obligations of the City are contingent upon the annual appropriation of funds sufficient to fulfill the City's obligations hereunder. In the event the City Council fails to appropriate sufficient funds for any fiscal year, City may terminate this Agreement effective at the end of the fiscal year for which funds were last appropriated by providing written notice to County. Upon such termination, City shall have no further obligation under this Agreement except to pay its share of the cost of services performed and materials purchased by County prior to the effective date of termination
11. 11. Governing Law; Venue; No Waiver of Immunity. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. The Parties agree that the state district courts located in Tulsa County or Wagoner County, Oklahoma shall have exclusive jurisdiction and venue over any action arising out of or relating to this Agreement. Nothing in this Agreement shall be construed as a waiver by the City or County of any rights, defenses, limitations of liability, or immunities provided under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., or any other applicable law.
12. Governmental Tort Claims Act; No Waiver. The Parties acknowledge and agree that each is a political subdivision of the State of Oklahoma and that nothing in this Agreement shall be construed as a waiver of any rights, defenses, limitations of liability, or immunities provided under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., or any other applicable law. Any liability of either Party arising under this Agreement shall be subject to and limited by such laws.
13. Insurance and Self-Insurance. Each Party shall be responsible for providing workers' compensation coverage, liability coverage, and any other insurance or self-insurance it deems necessary for its own officers, employees, agents, and equipment engaged in the performance of this Agreement, consistent with

applicable Oklahoma law. Neither Party shall be required to name the other as an additional insured.

14. Public Records. The Parties acknowledge that records of the City and the County may be subject to the Oklahoma Open Records Act, 51 O.S. § 24A.1 et seq. Nothing in this Agreement shall be construed to limit the City's or County's obligations or discretion to disclose records as required by law.

Approved by the City Council of the City of Broken Arrow this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

City of Broken Arrow:

Attest:

BY: \_\_\_\_\_  
Debra Wimpee, Mayor

BY: \_\_\_\_\_  
Curtis Green, City Clerk

Approved as to Form:

BY: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

Approved by the Board of County Commissioners of the County of Tulsa, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Tulsa County:

Attest:

BY: \_\_\_\_\_  
Lonnie Sims, Chairman

BY: \_\_\_\_\_  
Michael Willis, County Clerk

Approved as to Form:

BY: \_\_\_\_\_  
Andrew Mihelich, Assistant District Attorney

**Exhibit A**





# City of Broken Arrow

## Request for Action

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**File #:** 26-98, **Version:** 2

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**Broken Arrow City Council**  
**Meeting of: 01-06-2026**

**Title:**

Approval of and authorization to purchase the required equipment to encrypt the City owned Tornado Sirens and have them operate on the Broken Arrow Radio Network from MCA and L3Harris

**Background:**

The Emergency Management Director has requested the implementation of enhanced security measures for all city-owned tornado sirens in Broken Arrow. These sirens provide critical alerts to the public regarding severe weather conditions and other public safety emergencies.

This project will encrypt all 58 tornado sirens using P25 AES encryption, adding multiple layers of security to the Emergency Management system. MCA will provide interface controllers, logic components, radio interface boards, and perform onsite commissioning to ensure proper installation and functionality. L3Harris radios will be procured and installed as the encryption devices for the siren network.

Funding for this initiative has been allocated from the Miscellaneous Capital Outlay Fund. MCA is the sole-source provider for Whelen siren equipment. The purchase of L3Harris radios will be executed through the Oklahoma Statewide Contract SW1053H and in accordance with National Association of State Procurement Officials (NASPO) ValuePoint pricing.

**Cost:** \$415,762.98

**Funding Source:** Misc Capital Outlay 3443003-570170

**Requested By:** Scott Carr, Director of Information Technology

**Approved By:** City Manager's Office

**Attachments:** P25 Upgrade 12-15-25, City of Broken Arrow\_XL45P\_16075\_12172025, City of Broken Arrow\_XL185M\_16075\_12172025

**Recommendation:**

Approval of and authorization to purchase the required equipment to encrypt the City owned Tornado Sirens and have them operate on the Broken Arrow Radio Network from MCA and L3Harris

Quote Name: City of Broken Arrow\_XL45P\_16075\_12172025

David Hickerson  
Communications Radio Technician | I.T. Communications  
City of Broken Arrow  
2900 S. Elm Place  
Broken Arrow, OK 74012  
Office: 918-259-2400 ext. 5368 | mobile: 918-636-5123  
DHickerson@brokenarrowok.gov

Date: 12/17/2025 **Valid for 30 days**  
Sales POC: Greg Kolsut  
Sr. Specialist Critical Communication  
Account Manager- Oklahoma  
+1 405-315-2741  
greg.kolsut@L3Harris.com

**L3Harris' Internal Use Only**

Quote by: J.Knox  
CRM #  
CCC Case # INC-000375979

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
<b>XL-45 Portable qty 58</b>							
1	XK-PF78B	PORTABLE, XL-45P, 7/800 MHZ, PH1, GRAY	58	\$ 2,300.00	30%	\$ 1,610.00	\$ 93,380.00
2	XK-FW2X	OPERATION,LOAD NIFOG PERSONALITY	58	\$ 0.01	100%	\$ -	\$ -
3	XK-PL4F	FEATURE,P25 PHASE 2 TDMA	58	\$ 275.00	30%	\$ 192.50	\$ 11,165.00
4	XK-PL8Y	FEATURE, ENCRYPTION LITE	58	\$ 0.01	100%	\$ -	\$ -
5	XK-PL9E	FEATURE,SINGLE-KEY AES ENCRYPTION	58	\$ 0.01	100%	\$ -	\$ -
6	XK-PL4U	FEATURE,SINGLE-KEY DES ENCRYPTION	58	\$ 0.01	100%	\$ -	\$ -
7	XZ-AN3H	ANTENNA, ELEMENT, 700/800,900, 3DB	58	\$ 90.00	30%	\$ 63.00	\$ 3,654.00
8	BT-023406-016	BATTERY ELIMINATOR, XG/CONNECT	58	\$ 275.00	30%	\$ 192.50	\$ 11,165.00
9	CA-023407-002	Cable,Audio Test,P5300	58	\$ 240.00	30%	\$ 168.00	\$ 9,744.00
						<b>Subtotal</b>	<b>\$ 129,108.00</b>
<b>XL-45 Portable qty 2</b>							
10	XK-PF78B	PORTABLE, XL-45P, 7/800 MHZ, PH1, GRAY	2	\$ 2,300.00	30%	\$ 1,610.00	\$ 3,220.00
11	XK-FW2X	OPERATION,LOAD NIFOG PERSONALITY	2	\$ 0.01	100%	\$ -	\$ -
12	XK-PL4F	FEATURE,P25 PHASE 2 TDMA	2	\$ 275.00	30%	\$ 192.50	\$ 385.00
13	XK-PL8Y	FEATURE, ENCRYPTION LITE	2	\$ 0.01	100%	\$ -	\$ -
14	XK-PL9E	FEATURE,SINGLE-KEY AES ENCRYPTION	2	\$ 0.01	100%	\$ -	\$ -
15	XK-PL4U	FEATURE,SINGLE-KEY DES ENCRYPTION	2	\$ 0.01	100%	\$ -	\$ -
16	XZ-AN3H	ANTENNA, ELEMENT, 700/800,900, 3DB	2	\$ 90.00	30%	\$ 63.00	\$ 126.00
17	BT-023406-016	BATTERY ELIMINATOR, XG/CONNECT	2	\$ 275.00	30%	\$ 192.50	\$ 385.00
18	CA-023407-002	Cable,Audio Test,P5300	2	\$ 240.00	30%	\$ 168.00	\$ 336.00
						<b>Subtotal</b>	<b>\$ 4,452.00</b>
						<b>Estimated Shipping</b>	<b>\$ 259.56</b>
<b>Lead time is subject to material availability at time of order</b>						<b>Total Sale Price</b>	<b>\$ 133,819.56</b>

**Terms and Conditions:**

- The terms and conditions are governed by the agreement between City of Norman, Agreement # 1518, and L3Harris Technologies, Inc., dated April 28, 2017, as amended, if applicable.  
Internal reference # MBP 16075.
- Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Improper storage of batteries may void warranty.
- Pricing does not include installation, programming, taxes or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Item 1) and could be subject to change.

**Purchase Order requirements:**

Purchase Order issued to L3Harris Technologies - P5PC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501

The Purchase Order should include the following references:

Must include Quote Name and Date. If applicable, include MBP#.

All orders must contain valid model number, quantity, and price for each item.

Frequencies must be supplied with order if applicable.

Requested Delivery Date; If related to **Grant Funding**, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses along with contact information must be included. Provide customer account number if readily available.

L3Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.

Quote Name: City of Broken Arrow\_XL185M\_16075\_12172025

David Hickerson  
Communications Radio Technician | I.T. Communications  
City of Broken Arrow  
2900 S. Elm Place  
Broken Arrow, OK 74012  
Office: 918-259-2400 ext. 5368 | mobile: 918-636-5123  
DHickerson@brokenarrowok.gov

Date: 12/17/2025 **Valid for 30 days**  
Sales POC: Greg Kolsut  
Sr. Specialist Critical Communication  
Account Manager- Oklahoma  
+1 405-315-2741  
greg.kolsut@L3Harris.com

**L3Harris' Internal Use Only**

Quote by: J.Knox  
CRM #  
CCC Case # INC-000375979

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
<b>XL-185 Mobile</b>							
1	XT-MPS1M	MOBILE, XL-185M, SINGLE-BAND	3	\$ 3,815.00	30%	\$ 2,670.50	\$ 8,011.50
2	XT-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	3	\$ 0.01	100%	\$ -	\$ -
3	XT-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	3	\$ 0.01	100%	\$ -	\$ -
4	XT-PL8Y	FEATURE, ENCRYPTION LITE	3	\$ 0.01	100%	\$ -	\$ -
5	XT-PL4F	FEATURE, PHASE 2 TDMA	3	\$ 275.00	30%	\$ 192.50	\$ 577.50
6	XT-PL4L	FEATURE, SINGLE BAND, 7/800	3	\$ 0.01	100%	\$ -	\$ -
7	XT-PKGPT	FEATURE PACKAGE, P25 TRUNKING	3	\$ 1,800.00	30%	\$ 1,260.00	\$ 3,780.00
8	XT-CP6A	CONTROL UNIT, XL-CH	3	\$ 1,850.00	30%	\$ 1,295.00	\$ 3,885.00
9	XT-AN8J	ANTENNA, YAGI, 700 MHZ, 10DB GAIN	3	\$ 875.00	30%	\$ 612.50	\$ 1,837.50
<b>Estimated Shipping</b>							<b>\$ 136.92</b>

Lead time is subject to material availability at time of order

**Total Sale Price \$ 18,228.42**

**Terms and Conditions:**

- The terms and conditions are governed by the agreement between City of Norman, Agreement # 1518, and L3Harris Technologies, Inc., dated April 28, 2017, as amended, if applicable.  
Internal reference # MBP 16075.
- Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Improper storage of batteries may void warranty.
- Pricing does not include installation, programming, taxes or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Item 1) and could be subject to change.

**Purchase Order requirements:**

Purchase Order issued to L3Harris Technologies - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501

The Purchase Order should include the following references:

Must include Quote Name and Date. If applicable, include MBP#.

All orders must contain valid model number, quantity, and price for each item.

Frequencies must be supplied with order if applicable.

Requested Delivery Date; If related to **Grant Funding**, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses along with contact information must be included. Provide customer account number if readily available.

L3Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.

Date	Estimate #
12/15/2025	BAOP25UPGD

Name / Address
City of Broken Arrow Accounts Payable P.O. BOX610 BROKEN ARROW, OK 74013-0610

Ship To

Project			
P25 Upgrade 2026			
Description	Qty	Rate	Total
P25INT - P25 Digital Radio Interface (Radio Not Included)	60.00	1,417.50	85,050.00
ESC23P25 - ESC2030 P25 Digital Radio Compatible Logic Control Board	60.00	2,362.50	141,750.00
E1000P25 - Central Station Control Desktop Encoder/Status Decoder for P25 Digital Communications Controls Digital Voice Messages 1 - 28, Includes 100 VAC - 240 VAC 50/60 Hz Wall Power Supply (Must Be Connected to Customer Supplied Base Station Radio)	2.00	3,307.50	6,615.00
Siren Interface Controller. License Upgrade to include New P25 License	1.00	4,500.00	4,500.00
Onsite Commissioning - Shared Solutions (one week if necessary)	1.00	16,800.00	16,800.00
Onsite Commissioning - RapidWarn Software Tech (one week if necessary)	1.00	7,800.00	7,800.00
Shipping and Handling	1.00	1,200.00	1,200.00
Estimated Delivery 8-10 ARO			
<b>Total</b>			<b>\$263,715.00</b>



## MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

The following Terms and Conditions ("T&Cs"), together with the terms of the relevant Quote, and any other documents incorporated herein by reference, constitute the sole and entire agreement ("Agreement") between Mobile Communications America, Inc. a Delaware corporation ("MCA") and the Buyer whose name appears on the signature page of the Quote ("Buyer"; MCA and Buyer are referred to collectively as the "Parties" and each, individually, a "Party") with respect to the equipment and/or parts ("Goods") and/or services ("Services"; collectively, the "Work") to be provided by MCA to Buyer in the Quote, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The quantity, quality and description of the Goods shall be as specified in an applicable Quote and/or any applicable specification agreed to in writing by the Parties. With respect to Services, any Quote is expressly subject to MCA's inspection of the site where the Services will be performed and its suitability for the Services in MCA's sole and absolute discretion.

By accepting a Quote, Goods or Services from MCA, Buyer's consent to this Agreement will be conclusively established regardless of the manner of acceptance. Buyer acknowledges and agrees to this Agreement and no other terms and conditions issued on Buyer's PO or other work/order form are incorporated or will apply unless agreed upon by both Parties in writing and signed by the Parties. This Agreement will prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and does not serve to modify or amend this Agreement. In the event of any conflict between these T&Cs and the Quote, these T&Cs shall govern, unless the Quote expressly states that the terms and conditions of the Quote shall control.

1. **INDEPENDENT CONTRACTORS.** Neither the transactions contemplated by the Agreement or any other document between the Parties are intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party.
2. **SHORTAGES AND DEFECTS OF GOODS:** Buyer will be deemed to have accepted the Goods unless MCA is notified in writing of the rejection of any unit of the Goods within three (3) days of receipt. Any claim of shortages or defects must be made within three (3) days of delivery to Buyer. Claims must be provided to MCA in writing and must detail for MCA the specific reason(s) for rejection. Buyer shall afford MCA prompt and reasonable opportunity to inspect all Goods against which any claim is made. Buyer shall not return any Goods to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Buyer will return the rejected Goods to MCA (or MCA's designee) in the same condition as when it was received. All returns must be in the original container and packaging along with all accessories and instructions included must be shipped freight prepaid. Notwithstanding the foregoing, (a) in the event MCA reasonably determines that the basis for rejection relates to a matter covered by a Manufacturer Warranty, MCA shall have no liability under this Section other than to inform Buyer of such determination.
3. **PRICING AND PAYMENT:** Pricing for the Services or the Goods, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Quote. All quotations reflect U.S. Dollars. Buyer acknowledges that prices may fluctuate due to manufacturer costs, supply chain variances, tariffs or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust prices accordingly and/or cancel Quotes at any time. MCA will make reasonable effort to provide Buyer timely notice of such changes. The right to refuse to accept any Quotes for any reason is reserved by MCA even if a previous quotation has been made. All payments must be made in U.S. Dollars. Payment shall be due and payable no later than thirty (30) days from the date of invoice. If Buyer makes payment by check, the check must be drawn on a US bank. Payment shall not be deemed received by MCA for any purpose hereunder, including MCA's security interest in the Goods, until such time as MCA receives cleared available funds. Each Quote, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Payment shall not be withheld on account of any claim by Buyer against MCA. Buyer shall not and acknowledges that it will have no right, under this Agreement or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement. If Buyer disputes any portion of a MCA invoice, Buyer shall pay the undisputed portion when due and MCA and Buyer shall work in good faith to resolve the dispute as to the balance within thirty (30) days from notice of the disputed portion, at which point Buyer agrees to pay that portion whether an agreement has been reached or otherwise. Any invoiced amount which is not paid in accordance with this Agreement shall be considered overdue. Nonpayment or delay in payment by Buyer shall be considered a breach of the Agreement. If services, installation and/or shipments (as applicable to a particular Quote) are delayed by the Buyer, payments shall be due on the date when MCA is prepared to perform (or cause a third party to perform). Goods held for the Buyer shall be at the risk and expense of the Buyer. Goods shipped as exchanges will be invoiced for full value until the exchange is complete and Goods has been returned to MCA in good and working condition, at which point a credit for the full value will be given to Buyer. If the financial condition of the Buyer at any time does not, in MCA's sole and absolute discretion, justify continuance of performance or shipment on the terms of payment specified, MCA may require full or partial payment from the Buyer in advance. In the event of bankruptcy or insolvency of the Buyer, or in the event any proceedings are brought by or against the Buyer under any bankruptcy or insolvency laws, MCA shall be entitled to cancel any Quote then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.
4. **STANDARD TERMS WITHOUT CREDIT:** If Buyer has not established preliminary credit with MCA, prepayment of the full amount of any invoice is required, unless such requirement is waived by MCA in its sole and absolute discretion.
5. **STANDARD TERMS WITH CREDIT:**
  - a. Up to \$50,000.00 – within Net thirty (30) days after date of invoice submitted by MCA.
  - b. Over \$50,000.00 may require the below milestone payments:
    - 40% down once a Quote is accepted by MCA
    - 50% once materials shipped for Buyer's use
    - 10% within thirty (30) days of the earlier of invoice or completion of installation, if applicable.
6. **NON-STANDARD CREDIT TERMS:** Negotiable prior to Quote acceptance.

7. **NON-STANDARD PAYMENT TERMS:** Non-standard payment terms which include cash payments and credit card payments by customers with credit terms with MCA, may be subject to convenience fees, in MCA's sole and absolute discretion.
8. **LATE FEES:** MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period, to charge Buyer interest at the rate of 1.5% on any past due amount.
9. **TAXES:** The prices stated in any quote or Quote may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Services and, if applicable, the Goods will be added by MCA to the sales price and shall be paid by the Buyer, unless Buyer provides MCA with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Buyer shall pay to MCA the full payment of any such increase no later than ten (10) days after receipt of invoiced charges.
10. **SECURITY INTEREST.** Buyer grants to MCA a purchase money security interest in the Goods, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon any default or breach by Buyer hereunder and to the extent applicable, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. Buyer hereby authorizes MCA to take any and all steps it determines are necessary to cause its security interest to be maintained and perfected, including, without limitation, the filing of any financing statements, and any amendments and/or renewals thereof. MCA shall have the right to enter Buyer's premises and repossess and remove any Goods if full payment has not been timely received by MCA.
11. **DELIVERY:** Unless otherwise specifically stated in an agreement signed by the Parties, delivery of all Goods shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. The Goods shall be delivered to the delivery address stated in the Quote. Shipping or delivery dates are best estimates only. In either case during the Buyer's usual business hours. MCA will arrange for ground shipment through a carrier of its choice unless a specific carrier has been mutually agreed upon in writing by both Buyer and MCA. All shipping charges will be prepaid by MCA and subsequently added to the Buyer's invoice. Title and risk of loss or damage shall pass to Buyer upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to Buyer. MCA assumes no liability in connection with shipment nor shall the carrier in any way be construed to be an agent of MCA. MCA shall not be liable for any damages or penalty for delay caused by transportation or failure to give notice of such delay. The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, if applicable, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. If MCA is unable to make deliveries as specified by Buyer, MCA shall notify Buyer immediately. Upon MCA's notification to the Buyer of delivery, or upon storing the Goods at the Buyer's request, the Buyer is deemed to have accepted the Goods, and thus, the ownership and all associated liabilities for the Goods. Upon delivery, any and all risks related to the possession, use, or maintenance of the Goods shall be borne solely by the Buyer. Insurance is the sole responsibility of the Buyer. MCA is not responsible for procuring insurance for the Goods, and the cost of any insurance coverage will not be included in the Product price unless explicitly requested by the Buyer at the time of Quote acceptance. Should the Buyer request MCA to insure the Goods, the associated costs will be added to Buyer's invoice. MCA reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries.
12. **INSPECTION:** MCA shall take any steps necessary to comply with any reasonable request by the Buyer to inspect or test the Goods prior to installation. If as a result of inspection or testing the Buyer is not satisfied that such Goods will perform as anticipated per the written guidelines of the applicable manufacturer of any particular Goods (each, a "Manufacturer"), and if the Buyer so informs MCA within three (3) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such three (3)-day period shall constitute Buyer's irrevocable waiver of its rights under this Section.
13. **CANCELLATION.** In the event of a cancellation by Buyer for any reason, Buyer will be responsible for payment to MCA for all Goods received, all non-cancelable goods on order with third-party suppliers, as well as Services provided up to the date of cancellation as follows:
  - a. **Goods:** Buyer will pay the full price for all Goods that have been delivered and received, or which are in transit, whether to the project site or as Offsite Stored Materials, through the date that notice of cancellation is received by MCA. These Goods will be invoiced at the previously agreed-upon rates and payment will be made within 30 days of the date of invoice.
  - b. **Goods on Order and Non-Cancelable:** Buyer will pay the full agreed upon price for all Goods that have been ordered specifically for the project and which cannot be canceled or returned for full reimbursement. This includes any custom-made items or materials that were procured for the project. These Goods will be invoiced at the previously agreed-upon rates and payment shall be made within 30 days of the date of invoice.
  - c. **Services Provided:** Buyer will pay for all Services rendered by MCA up to the date notice of project cancellation is received by MCA. The Services will be invoiced at the previously agreed-upon rates and payment will be made within thirty (30) days from the date of the invoice. Services provided include but are not limited to consultation, design, installation labor, project management, subcontracted services and any other services outlined in the Agreement.
  - d. **Returnable or Cancelable Goods:** May be returned at Buyer's expense and may be subject to restocking charges. Programmed Goods may be returned at MCA's discretion and will be subject to a reprogramming fee.
14. **WARRANTY:**
  - a. **MANUFACTURER'S WARRANTIES.** Manufacturers of the Goods provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "Manufacturer Warranties"). Written copies of Manufacturer Warranties are available upon request. Buyer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.
  - b. **LIMITED SERVICES WARRANTY.** MCA warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("Limited Services Warranty"). The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "Warranty Period"). The Limited Services Warranty is not assignable or transferable to any third party (including any Affiliate of Buyer).
  - c. **WARRANTY DISCLAIMER.** EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

- d. **WARRANTY CONDITIONS.** MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (I) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow MCA's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of MCA.
- e. **EXCLUSIVE REMEDIES.** Subject to Buyer's compliance with the paragraph titled "Warranty Conditions" above, Buyer's sole and exclusive remedy for breach of the Limited Services Warranty shall be, in MCA's sole discretion, (i) to repair or re-perform the applicable Services or (ii) to credit or refund the price of such Services at the pro rata contract rate. SUCH REMEDY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MCA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICES WARRANTY.
15. **AFFILIATES.** MCA reserves the right, without prior notice to Buyer, to provide any Goods through, or cause any of its obligations under this Agreement to be performed by any of its Affiliates. In such case, the work shall be treated as a separate agreement between the Buyer and Affiliate, governed by the Agreement with the Affiliate taking the place of MCA for all purposes herein. Buyer is to make payment directly to the Affiliate for such Quotes. For the purposes of this Agreement, "Affiliate" shall mean, with respect to a Party, any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. In addition, MCA may subcontract the Services to be provided to Buyer to a third party without Buyer's consent, provided that such subcontracting will not release MCA from any of its obligations under the Agreement.
16. **FORCE MAJEURE:** MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, flood, fire, earthquake, explosion, acts of the Buyer, acts of civil or military authority, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes or blockades, national or regional emergency, judicial action, pandemic, epidemic, default of subcontractors or vendors, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary power, labor or materials (each, a "Force Majeure Event"). In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.
17. **GOVERNMENT CONTRACTS:** In the event that the Buyer's customer is the United States Government, the Services and, if applicable, Goods are purchased as Commercial Services or Commercial Goods, respectively, under the Federal Acquisition Regulation ("FAR"), and MCA will agree to comply with, if applicable, FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Quotes—Commercial Goods and Commercial Services). Any other Government flow downs shall be negotiated by the Parties and agreed upon between the Parties in writing prior to acceptance of a Quote by MCA.
18. **FCC AND OTHER GOVERNMENT MATTERS:** Although MCA may assist in the preparation of FCC License Applications as a courtesy, Buyer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of the Buyer in FCC or other governmental matters.
19. **NON-SOLICITATION.** MCA expends considerable resources including money, time, training, etc. to properly train and educate its employees. MCA experiences considerable financial and other harm when its employees are recruited and hired by customers. Therefore, Buyer agrees to not recruit or solicit any MCA employee until and after such employee has terminated his employment with MCA for a period of at least one (1) year. In consideration of MCA performing its services under this Agreement, Buyer acknowledges MCA's damages in such event and agrees to pay as liquidated damages for breach of this Section a one-time payment equal to five hundred (500) times the then standard technician hourly billable rate, which is currently \$200/hour.
20. **PATENT, COPYRIGHT AND TRADEMARKS:**
- a. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer's software incorporated into any Goods ("Manufacturer's Software") or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in, and redistributed with, only the Goods which incorporate the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
- b. **REVERSE ENGINEERING:** Buyer acknowledges manufacturer's claim that the Manufacturer's Software and Goods furnished hereunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Goods. Since unauthorized use of such Manufacturer's Software and Goods will greatly diminish the value of such trade secrets.
- c. **LOGOS AND TRADEMARKS:** Buyer shall not have a right to use any trademarks, names, slogans, or designations of MCA or any manufacturer of Goods incorporated into or included in any Goods and/Services.
21. **MUTUAL WAIVER OF SUBROGATION.** Customer and MCA waive all rights against each other for damages caused by any loss, to the extent those losses are covered and paid by insurance, and except such rights as they have to proceeds of such insurance. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. Except for damages covered and paid by insurance (for which the Parties have waived rights of subrogation, as outlined elsewhere in this agreement), the Parties agree that MCA's aggregate liability for all claims, suits, actions and proceedings, howsoever arising, directly or indirectly, under or relating to this agreement or its subject matter, including (but not limited to) those based on breach or rescission of contract or tort, shall not exceed, in the aggregate: (i) the fees paid by the Customer to MCA under this Agreement.
22. **LIMITATIONS:**
- a. **LIMITATIONS OF MCA LIABILITY.** IN NO EVENT SHALL MCA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS CONTRACT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT. Both Parties agree that this waiver of consequential damages is a material inducement to enter into this Agreement.
- b. **MAXIMUM LIABILITY.** IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE

PRICE OF THE PARTICULAR GOODS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

- c. EXCLUSIONS. Notwithstanding the foregoing, the limitations of MCA's liability set forth herein shall not apply to (i) liability resulting from MCA's willful misconduct and (ii) death or bodily injury resulting exclusively from MCA's acts or omissions.
  - d. INSURANCE: It is further understood that MCA is not an insurer, and that Buyer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under this Agreement. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Goods will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Goods sold herein.
  - e. NO REPRESENTATIONS. MCA's representatives are only authorized to fill in the blanks on any agreement, sales Quote or quote form governed by this Agreement. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Buyer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to the Agreement.
23. INDEMNITY. MCA agrees to indemnify and hold harmless the Customer, including its officers, directors, and employees, from and against all losses, damages, expenses, and claims, up to the amount of the Quote, but only to the extent caused solely by the grossly negligent acts or omissions of MCA in the performance of Services. Buyer agrees to indemnify, defend, and hold harmless MCA, its officers, directors, and employees for any and all claims, including claims asserted by third parties, and against any and all liabilities, losses, damages, expenses, liens, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines costs and expenses, including, without limitation, reasonable attorneys' fees, costs of collection, costs of recovering insurance, and costs of enforcing this indemnification provision for death, personal injury, or property damage arising out of any negligent act or omission of Buyer, except to the extent such claims are contributed to by (i) the negligence or willful misconduct of MCA. Any Party seeking indemnity hereunder agrees to (i) notify the other Party in writing of any claims as soon as reasonably practicable; (ii) allow the other Party to control the defense of any such claim and related settlement negotiations; and (iii) reasonably cooperate with the other Party in any defense actions.
24. GOVERNING LAW AND VENUE. This Agreement is governed by and construed in accordance with the laws of where the Project is located. In addition, the Parties hereto consent to the jurisdiction of any South Carolina state or federal court over any claims arising under or relating to this Agreement, or the relationship between them.
25. DISPUTES AND ATTORNEYS' FEES. The Parties shall attempt in good faith to resolve any disputes, controversy, or claim arising out of this Agreement by negotiation between the representatives of each Party who have the authority to settle the dispute. As a precondition to commencing litigation of any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices), the Parties agree to participate in mediation with a mediator to be chosen by mutual agreement. If mediation is unsuccessful, any litigation shall take place in Spartanburg County South Carolina, United States of America, which shall be the exclusive forum for resolving the dispute, controversy, or claim. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from this Agreement or any other agreement between the Parties. Should any dispute arise between the Parties regarding the interpretation, application, effect or enforcement of this Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.
26. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of each Party and its respective heirs, successors, and assigns. The Buyer shall not assign in whole or in part these T&Cs or any interest therein or any rights hereunder without the written consent of MCA, which shall not be unreasonably withheld or delayed. Any such assignment without consent shall be void. Notwithstanding the foregoing, MCA may assign this Agreement or any other agreement between the Parties, without consent in whole or in part, for the purposes of corporate reconstruction, reorganization, or analogous proceeding, or to (a) any Affiliate; or (b) a third party in the event of a merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all of the assets of MCA to such third party.
27. NOTICES. All notices or communications (other than normal business communications) required by this Agreement, or desired to be given hereunder, shall be in writing addressed indicated in the applicable signature block hereto, and given by electronic or USPS mail, with delivery confirmation, or an overnight mail service that confirms delivery and shall be deemed to be given when received.
28. NON-WAIVER: The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.
29. SEVERABILITY: If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
30. ENTIRE AGREEMENT. This Agreement, together with the Quotes and any Exhibits attached thereto, from time to time, sets forth the entire agreement and understanding between the Parties and supersedes all prior negotiations, agreements and understandings with respect thereto. No representations, statements, or inducements, oral or written, not contained herein shall bind either Party. This Agreement may only be amended by a written document duly executed between the Parties. No waiver, alteration or modification of the Agreement shall be binding on MCA unless in writing and signed by an authorized signor of MCA.



# City of Broken Arrow

## Request for Action

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**File #: 26-105, Version: 1**

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**Broken Arrow City Council  
Meeting of: 01-06-2026**

**Title:**

Approval of PT-002546-2025|PR-000762-2024, Conditional Final Plat, Ferguson Kia, approximately 6.37 acres, 1 Lot, RMF (Residential Multifamily) to CH (Commercial Heavy)/PUD-236A via BAZ-2071 and PUD-001972-2025 via BAZ-001971-2025, located one-half mile north of Kenosha Street (71st Street), one-quarter mile east of Elm Place (161st E. Avenue), south of the Broken Arrow Expressway

**Background:**

PT-002546-2025 is the conditional final plat for Ferguson Kia which proposes to have 1 lot on 6.37 acres. This property, which is located one-half mile north of Kenosha Street (71<sup>st</sup> Street), one-quarter mile east of Elm Place (161<sup>st</sup> E. Avenue), south of the Broken Arrow Expressway, was rezoned from RMF (Residential Multifamily) to CH (Commercial Heavy) and PUD (Planned Unit Development) 236A via BAZ-2071 on December 15, 2020. A major amendment, PUD-001972-2025, was approved along with BAZ-001971-2025 on March 18, 2025.

Access to this development is available from West Oakland Place to the south. According to FEMA maps, none of the property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow.

This conditional final plat was reviewed by the Technical Advisory Committee on December 9, 2025. The Planning Commission recommended approval (5-0 vote) of this item in their meeting held on December 18, 2025. No one spoke in favor of or in opposition to this item.

**Cost:** \$0

**Funding Source:** None

**Requested By:** Rocky Henkel, Community Development Director

**Approved By:** City Manager's Office

**Attachments:** Published PC Staff Report  
Conditional Final Plat  
Checklist

**Recommendation:**

Approve PT-002546-2025|PR-000762-2024, Conditional Final Plat for Ferguson Kia, be approved subject to the attached comments.





# City of Broken Arrow

## Request for Action

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**File #:** 26-89, **Version:** 1

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**Broken Arrow Planning Commission  
12-18-2025**

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

Approval of PT-002546-2025|PR-000762-2024, Conditional Final Plat for Ferguson Kia, 6.37 acres, RMF (Residential Multifamily) to CH (Commercial Heavy)/PUD-236A via BAZ-2071 and PUD-001972-2025 via BAZ-001971-2025, one-half mile north of Kenosha Street (71<sup>st</sup> Street), one-quarter mile east of Elm Place (161<sup>st</sup> E. Avenue), south of the Broken Arrow Expressway

**Background:**

**Applicant:** Erik Enyart, Tanner Consulting  
**Owner:** Jerry Ferguson, Ferguson Superstore  
**Developer:** Jerry Ferguson, Ferguson Superstore  
**Engineer:** Tanner Consulting  
**Location:** one-half mile north of Kenosha Street (71<sup>st</sup> Street), one-quarter mile east of Elm Place (161<sup>st</sup> E. Avenue), south of the Broken Arrow Expressway  
**Size of Tract** 6.37 acres  
**Number of Lots:** 1  
**Present Zoning:** RMF (Residential Multifamily)  
**Proposed Zoning:** CH (Commercial Heavy)/PUD-236A via BAZ-2071 and PUD-001972-2025 via BAZ-001971-2025  
**Comp Plan:** Level 6 - Regional Employment/Commercial

PT-002546-2025, the conditional final plat for Ferguson Kia, contains 1 lot on 6.37 acres. This property is located one-half mile north of Kenosha Street (71<sup>st</sup> Street), one-quarter mile east of Elm Place (161<sup>st</sup> E. Avenue), south of the Broken Arrow Expressway.

BAZ-2071, a request to rezone this property from RMF (Residential Multifamily) to CH (Commercial Heavy) and PUD-236A, was approved by City Council on December 15, 2020. PUD-001972-2025, a major amendment to PUD-236/236A, was approved by City Council on March 18, 2025 along with BAZ-001971-2025.

Access to this plat is available from West Oakland Place to the south. This conditional final plat was reviewed by the Technical Advisory Committee on December 9, 2025.

According to FEMA's National Flood Hazard Layer, none of the property is located in the 100-year floodplain, but a blue line stream is present. Water and sanitary sewer are available from the City of Broken Arrow.

**Attachments:** Conditional Final Plat  
Checklist

**Recommendation:**

Staff recommends PT-002546-2025|PR-000762-2024, the Conditional Final Plat for Ferguson Kia, be approved subject to the attached checklist.

**Reviewed by: Jane Wyrick**

**Approved by: Rocky Henkel**

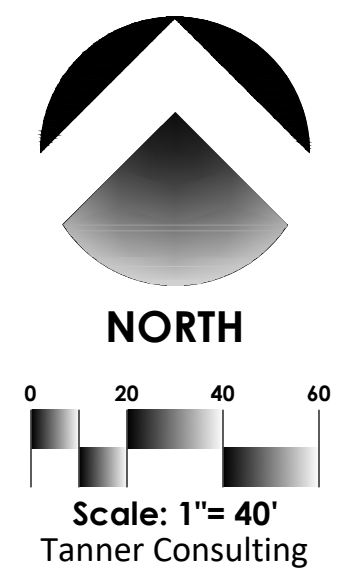
MEH

Conditional Final Plat  
PUD-001972-2025  
**Ferguson Kia**

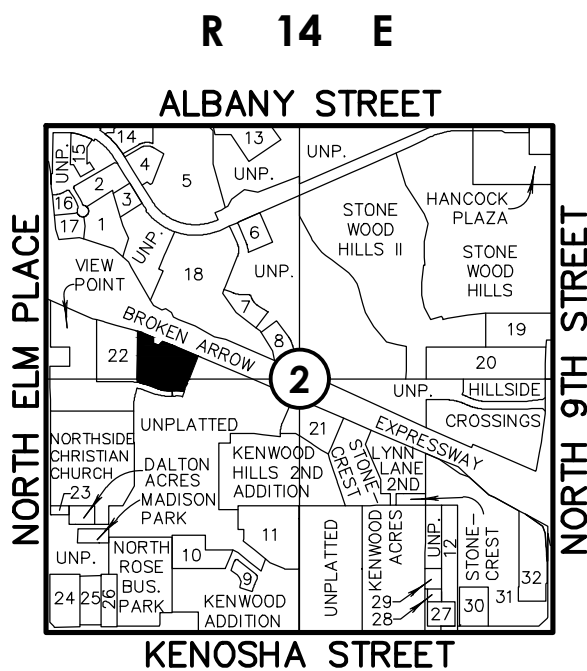
PART OF THE WEST HALF OF SECTION TWO (2),  
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER:  
**Ferguson Management Group LLC**  
CONTACT: JERRY FERGUSON  
2720 North Hemlock Court, Suite B  
Broken Arrow, Oklahoma 74012  
Phone: (918) 258-1800

SURVEYOR/ENGINEER:  
**Tanner Consulting, L.L.C.**  
DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2027  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918) 745-9929



00  
The review of the Conditional Final Plat (CFP) has been completed.  
All revisions will be completed with the Final Plat using the Final Plat submittal application.  
Additional files submitted under the CFP will not be reviewed.  
Additional comments may be identified during the review of the Final Plat that will need to be addressed before the plat will be signed.



**Location Map**  
Scale: 1"= 2000'

1. HOLIDAY INN EXPRESS HOTEL & SUITES AT THE V.A.S.W.H.  
2. VILLAGE RETAIL CENTER AT THE V.A.S.W.H.  
3. RUNT'S BAR-B-QUE AT THE V.A.S.W.H.  
4. UNPLATTED  
5. STONEY CREEK HOTEL & CONFERENCE CENTER AT THE V.A.S.W.H.  
6. LONE STAR STEAKHOUSE & SALOON AT THE V.A.S.W.H.  
7. LOS CABOS AT THE V.A.S.W.H.  
8. CHARLESTON'S AT THE V.A.S.W.H.  
9. RESUBDIVISION LOT 1, 15, 16, 17 BLOCK 3 KENWOOD ADDITION  
10. KENWOOD IV  
11. KENWOOD HILLS  
12. KNOLL VIEW ADDITION  
13. FIRST BAPTIST CHURCH OF BROKEN ARROW (PART)  
14. HILTON GARDEN INN AT THE V.A.S.W.H.  
15. LA QUINTA AT THE V.A.S.W.H.  
16. STEAK 'N SHAKE AT THE V.A.S.W.H.  
17. ARKANSAS VALLEY STATE BANK AT THE V.A.S.W.H.  
18. BASS PRO AT THE V.A.S.W.H. AMENDED  
19. UNITED PENTECOSTAL  
20. SHOPS AT LYNN LANE  
21. SE-SUB BLOCK 1, LYNN LANE TERRACE SECOND PLAT  
22. FERGUSON ADDITION  
23. TAFT ENTERPRISES  
24. BOARDWALK SHOPPING CENTER  
25. BA LYNN & GARDEN  
26. SHARP'S COMMERCIAL CENTER  
27. VAQUERO ADDITION  
28. RYAN'S ADDITION  
29. CALVARY TEMPLE FAMILY CHRISTIAN CENTER  
30. BILL KNIGHT COLLISION  
31. LYNN LANE TERRACE AMENDED  
32. LYNN LANE COMMERCIAL CENTER OF BROKEN ARROW  
V.A.S.W.H. = VILLAGE AT STONE WOOD HILLS

- LEGEND**
- |       |                                  |
|-------|----------------------------------|
| B/L   | BUILDING LINE                    |
| B/U   | BUILDING LINE & UTILITY EASEMENT |
| BK PG | BOOK & PAGE                      |
| CB    | CHORD BEARING                    |
| CD    | CHORD DISTANCE                   |
| CL    | CENTERLINE                       |
| Δ     | DELTA ANGLE                      |
| DOC   | DOCUMENT                         |
| ESMT  | EASEMENT                         |
| GOVT  | GOVERNMENT                       |
| LNA   | LIMITS OF NO ACCESS              |
| ODE   | OVERLAND DRAINAGE EASEMENT       |
| RES.  | RESERVE                          |
| R/W   | RIGHT-OF-WAY                     |
| U/E   | UTILITY EASEMENT                 |
| ○     | FOUND MONUMENT                   |
| ●     | SET MONUMENT (SEE NOTE 2)        |

**SUBDIVISION CONTAINS:**  
ONE (1) LOT  
IN ONE (1) BLOCK  
  
GROSS SUBDIVISION AREA: 6.371 ACRES

**Benchmark #1**  
CHISELED BOX SET ON THE TOP OF CURB  
AT APPROXIMATELY 18 FEET SOUTH AND  
53 FEET WEST OF NORTHEAST CORNER OF  
LOT 1, BLOCK 1, "FERGUSON ADDITION".  
  
(396741.15N, 2620290.46E)  
ELEVATION = 783.30' (NAVD 88)

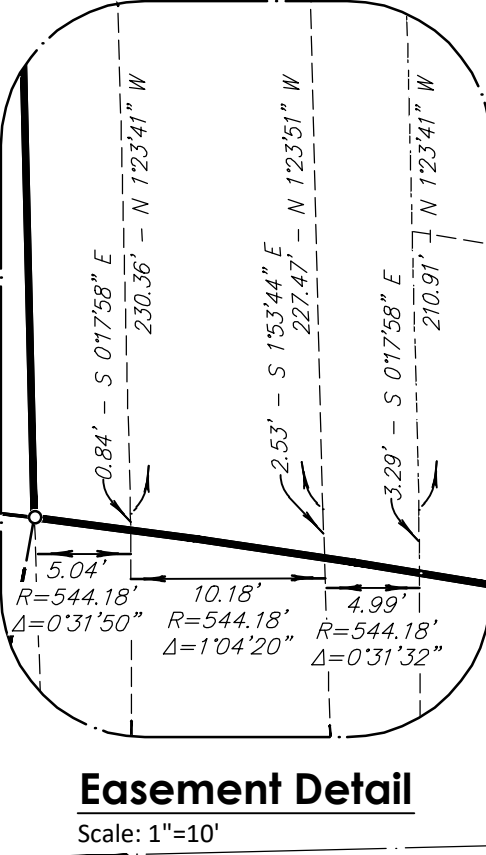
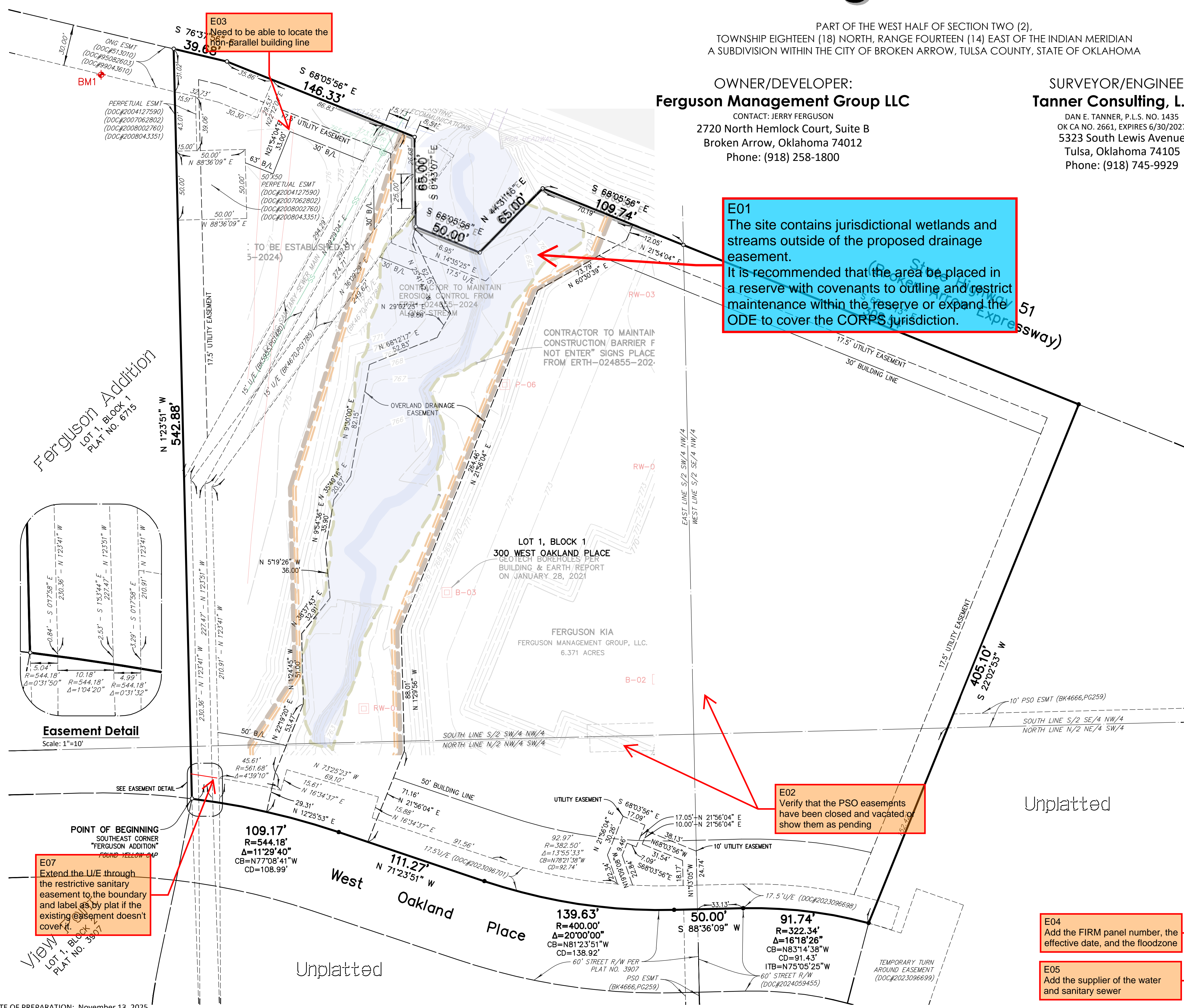
**Notes:**

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" OR "TANNER CA2661" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:  
  
(A) FOUND CHISELED "X" AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 2;  
  
(B) FOUND STEEL DISC AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 2;  
  
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°11'30" EAST.
- ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY WEST OAKLAND PLACE BEING A PUBLIC STREET.
- STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE PROVIDED IN ACCORDANCE WITH FEE-IN-LIEU OF DETENTION DETERMINATION #DD-090924-51.

APPROVED \_\_\_\_\_ by the City  
Council of the City of Broken Arrow,  
Oklahoma.  
  
Mayor \_\_\_\_\_  
  
Attest: City Clerk \_\_\_\_\_

E06  
Add the Project Number  
PR-00762-2024 instead  
of the case number

**Ferguson Kia**  
CASE NO. -  
SHEET 1 OF 3



E07  
Extend the U/E through  
the restrictive sanitary  
easement to the boundary  
and label as by plat if the  
existing easement doesn't  
cover it.

E01  
The site contains jurisdictional wetlands and  
streams outside of the proposed drainage  
easement.  
It is recommended that the area be placed in  
a reserve with covenants to outline and restrict  
maintenance within the reserve or expand the  
ODE to cover the CORPS jurisdiction.

E02  
Verify that the PSO easements  
have been closed and vacated or  
show them as pending

E04  
Add the FIRM panel number, the  
effective date, and the floodzone

E05  
Add the supplier of the water  
and sanitary sewer

DATE OF PREPARATION: November 13, 2025

# Conditional Final Plat

PUD-001972-2025

# Ferguson Kia

PART OF THE WEST HALF OF SECTION TWO (2),  
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT FERGUSON MANAGEMENT GROUP LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND LOCATED IN THE WEST HALF (W/2) OF SECTION TWO (2), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1), "FERGUSON ADDITION", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6715); THENCE NORTH 1°23'51" WEST AND ALONG THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 542.88 FEET TO A POINT ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF OKLAHOMA STATE HIGHWAY 51; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR THE FOLLOWING SEVEN (7) COURSES: SOUTH 76°37'56" EAST FOR A DISTANCE OF 39.68 FEET; THENCE SOUTH 68°05'56" EAST FOR A DISTANCE OF 146.33 FEET; THENCE SOUTH 0°43'07" EAST FOR A DISTANCE OF 65.00 FEET; THENCE SOUTH 68°05'56" EAST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 44°31'16" EAST FOR A DISTANCE OF 65.00 FEET; THENCE SOUTH 68°05'56" EAST FOR A DISTANCE OF 109.74 FEET; THENCE SOUTH 68°03'13" EAST FOR A DISTANCE OF 308.54 FEET; THENCE SOUTH 22°02'53" WEST FOR A DISTANCE OF 405.10 FEET TO THE NORTH EAST CORNER OF WEST OAKLAND PLACE RIGHT-OF-WAY; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID WEST OAKLAND PLACE FOR THE REMAINING FIVE (5) COURSES: NORTHWESTERLY ALONG A 322.34 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH AN INITIAL TANGENT BEARING OF NORTH 75°05'25" WEST, HAVING A CENTRAL ANGLE OF 16°18'26", A CHORD BEARING AND DISTANCE OF NORTH 83°14'38" WEST FOR 91.43 FEET, FOR AN ARC DISTANCE OF 91.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°36'09" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 400.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 20°00'00", A CHORD BEARING AND DISTANCE OF NORTH 81°23'51" WEST FOR 138.92 FEET, FOR AN ARC DISTANCE OF 139.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 71°23'51" WEST FOR A DISTANCE OF 111.27 FEET TO A POINT OF CURVATURE; THENCE ALONG A 548.18 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 11°29'40", A CHORD BEARING AND DISTANCE OF NORTH 77°08'41" WEST FOR 108.99 FEET, FOR AN ARC DISTANCE OF 109.17 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 277,538 SQUARE FEET OR 6.371 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (A) FOUND CHISELED "X" AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 2;
- (B) FOUND STEEL DISC AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 2.

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°11'30" EAST.

AND THE OWNER HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, AND SUBDIVIDED INTO ONE (1) LOT IN ONE (1) BLOCK IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS DESIGNATED THE SUBDIVISION AS "FERGUSON KIA", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "FERGUSON KIA"). THE CITY OF BROKEN ARROW, OKLAHOMA, MAY HEREINAFTER SOMETIMES BE REFERRED TO AS "CITY OF BROKEN ARROW" OR SIMPLY THE "CITY".

### SECTION I. PUBLIC EASEMENTS AND UTILITIES

#### A. PUBLIC UTILITY EASEMENTS.

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATERLINES AND SEWER LINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS, AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

#### B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE.

- THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWERS, STORM SEWERS, AND STORM WATER DRAINAGE FACILITIES LOCATED ON THE LOT.
- WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY, INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS, SHALL BE PROHIBITED.
- THE CITY, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS, PUBLIC WATER MAINS, AND PUBLIC STORM SEWERS AND APPURTENANCES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.
- THE CITY, OR ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND WATER, SANITARY SEWER, AND STORM SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE CITY, OR ITS SUCCESSORS, AND THE OWNER AND SUCCESSIVE OWNERS OF THE LOT AGREE TO BE BOUND BY THESE COVENANTS.

#### C. UNDERGROUND SERVICE.

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR RESPECTIVE AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS SERVICE FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICE AND THE OWNER AND SUBSEQUENT OWNERS OF THE LOT AGREE TO BE BOUND HEREBY.

#### D. OVERLAND DRAINAGE EASEMENT

- FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOT WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER HEREBY ESTABLISHES AND GRANTS A PERPETUAL OVERLAND DRAINAGE EASEMENT ON, OVER, AND ACROSS THE AREA DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
- DRAINAGE FACILITIES WITHIN THE OVERLAND DRAINAGE EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT.
- NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREA UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE OVERLAND DRAINAGE EASEMENT AREA UNLESS APPROVED BY THE CITY OF BROKEN ARROW ENGINEERING DEPARTMENT. PROVIDED, HOWEVER, THAT WHERE COINCIDENT WITH UTILITY EASEMENTS, CUSTOMARY ABOVE-GROUND UTILITY APPURTENANCES SHALL BE DEEMED NON-OBSTRUCTING AND SHALL BE PERMITTED.
- THE OVERLAND DRAINAGE EASEMENT AREA AND FACILITIES THEREIN LOCATED SHALL BE MAINTAINED BY THE OWNER OF THE LOT CONTAINING THE EASEMENT, AND THE MAINTENANCE SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION.
- IN THE EVENT THE OWNER OF ANY LOT AS SUBJECT TO THE OVERLAND DRAINAGE EASEMENT SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE LOT OWNER AS SUBJECT TO THE EASEMENT. IN THE EVENT SUCH OWNER SHOULD THEN FAIL TO PAY THE COST OF SAID 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, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

#### E. PAVING AND LANDSCAPING WITHIN EASEMENTS.

THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE SUPPLIER OF UTILITY SERVICES, IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT; PROVIDED, HOWEVER, THAT THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

### SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING FERGUSON KIA WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. PUD-001972-2025 "FERGUSON SUPERSTORE"), BEING A MAJOR AMENDMENT OF AND EXPANSION OF PUD-236 "FERGUSON SUPERSTORE", ALL AS PROVIDED WITHIN THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, AS THE SAME EXISTED ON JANUARY 21, 2025 (DATE OF APPLICATION FILING), AND

WHEREAS, PUD-236 WAS RECOMMENDED UPON BY THE BROKEN ARROW PLANNING COMMISSION IN 2015 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW ON JUNE 1, 2015; AND

WHEREAS, A MAJOR AMENDMENT OF AND EXPANSION OF PUD-236, PUD-236A "FERGUSON SUPERSTORE", WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION NOVEMBER 19, 2020 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW ON DECEMBER 15, 2020, AND EXPIRED ON OR AROUND DECEMBER 15, 2022; AND

WHEREAS, A MAJOR AMENDMENT OF AND EXPANSION OF PUD-236, PUD-001972-2025 "FERGUSON SUPERSTORE", WAS RECOMMENDED FOR APPROVAL BY THE BROKEN ARROW PLANNING COMMISSION FEBRUARY 27, 2025 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW ON MARCH 18, 2025; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, SUFFICIENT TO ENSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO; AND

WHEREAS, THE OWNER DESIRES TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO ENSURE ADEQUATE COMPLIANCE WITH PUD-001972-2025 FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF BROKEN ARROW.

NOW, THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

#### A. GENERAL.

- DEVELOPMENT IN ACCORDANCE WITH PUD.

FERGUSON KIA SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF THE BROKEN ARROW ZONING ORDINANCE, AS MODIFIED BY PUD-001972-2025, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD-001972-2025 AS MAY BE SUBSEQUENTLY APPROVED.

- APPLICABLE ORDINANCE.

THE DEVELOPMENT OF FERGUSON KIA SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE, AS SUCH PROVISIONS EXISTED ON JANUARY 21, 2025 (DATE OF APPLICATION FILING).

- DEVELOPMENT STANDARDS FOR LOT 1, BLOCK 1 (PUD-001972-2025 DEVELOPMENT AREA E).

GROSS LAND AREA:	585,362 SF	13.438 AC
NET LAND AREA:	585,362 SF	13.438 AC

#### PERMITTED USES:

USES PERMITTED AS A MATTER OF RIGHT IN THE CH ZONING DISTRICT, PLUS VEHICLE SALES AND RENTAL AS ALLOWED BY THIS PUD; PROVIDED, HOWEVER, THE FOLLOWING USES SHALL BE EXCLUDED: SEXUALLY-ORIENTED BUSINESSES AND MEDICAL MARIJUANA DISPENSARIES.

MAXIMUM FLOOR AREA RATIO:	0.75
MINIMUM / MAXIMUM BUILDING LOT COVERAGE:	75% MAXIMUM; NO MINIMUM
MAXIMUM BUILDING HEIGHT:	40 FT AND 3 STOREYS
MINIMUM PUBLIC OR PRIVATE STREET FRONTAGE:	100 FT *

MINIMUM BUILDING SETBACKS: **	
FROM W. OAKLAND P.L.:	50 FT
ABUTTING STATE HIGHWAY 51:	30 FT ***
SOUTH ABUTTING STORMWATER DETENTION FACILITY:	17.5 FT
SOUTH ABUTTING A-1 OR PUD-001623-2024:	50 FT
WEST DEVELOPMENT AREA BOUNDARY:	0 FT ****
EAST PUD BOUNDARY (S. OF OAKLAND PLACE):	50 FT
EAST PUD BOUNDARY (N. OF OAKLAND PLACE):	0 FT ****
BOUNDARIES INTERIOR TO DEVELOPMENT AREA:	0 FT ****

MINIMUM LANDSCAPING:	10% OF LOT AREA
MINIMUM PARKING RATIO:	AS PER BROKEN ARROW ZONING ORDINANCE
MAXIMUM PARKING RESTRICTION:	AS PER BROKEN ARROW ZONING ORDINANCE
MINIMUM LOADING BERTHS:	N/A *****
OTHER BULK AND AREA REQUIREMENTS:	AS REQUIRED WITHIN CH DISTRICT

- \* ANY INTERIOR LOT HAVING NO FRONTAGE SHALL BE PROVIDED ACCESS TO A PUBLIC STREET BY ACCESS EASEMENT(S) APPROVED BY THE CITY OF BROKEN ARROW DURING PLATTING REVIEW.
- \*\* NO BUILDING SHALL BE CONSTRUCTED OVER A UTILITY OR UNDERGROUND PIPELINE EASEMENT.
- \*\*\* SETBACKS WILL BE INCREASED TO MEET THE 50-FOOT SETBACK FROM "HIGH PRESSURE PIPELINES" PER BROKEN ARROW LAND SUBDIVISION CODE SECTION 4.2.A.
- \*\*\*\* SHALL MEET BUILDING CODE REQUIREMENTS.
- \*\*\*\*\* ANY PROPOSED LOADING BERTH SHALL COMPLY WITH THE BUILDING CODE BUT OTHERWISE MAY HAVE GEOMETRIC DESIGNS VARYING FROM ZONING ORDINANCE REQUIREMENTS UPON CITY OF BROKEN ARROW REVIEW AND APPROVAL OF THE SITE PLAN.

- DEVELOPMENT STANDARDS FOR ALL PUD DEVELOPMENT AREA LOTS.

- ACCESS AND CIRCULATION:

ACCESS TO DEVELOPMENT AREAS "A," "B," AND "C" IS PROVIDED BY NORTH ELM PLACE AND WEST OAKLAND PLACE AND BY INTERNAL PRIVATE DRIVES BETWEEN THEM. ACCESS TO DEVELOPMENT AREAS "D" AND "E" IS PROVIDED BY WEST OAKLAND PLACE. TO SERVE DEVELOPMENT AREA "E" AND THE FUTURE FURNITURE ROW DEVELOPMENT, THE WEST OAKLAND PLACE STREET EXTENSION HAS BEEN DESIGNED, APPROVED, PERMITTED,

AND IS NOW UNDER CONSTRUCTION. WEST / EAST OAKLAND PLACE IS EXPECTED TO CONTINUE FURTHER TO THE EAST AS THE "FURNITURE ROW" PROPERTY TO THE EAST DEVELOPS. IN THE INTERIM, THE NEW EAST END INCLUDES A TEMPORARY "HAMMERHEAD" TURNAROUND WITHIN AN EASEMENT. STREET GEOMETRIES FOR WEST / EAST OAKLAND PLACE MAY BE MODIFIED FROM BROKEN ARROW REQUIREMENTS DUE TO THE 60' RIGHT-OF-WAY WIDTH AT WHICH IT WAS PLATTED WITH VIEW POINT, AND EXTENDED BY SEPARATE INSTRUMENT RIGHT-OF-WAY DEDICATION. DRIVEWAY LOCATIONS AND SEPARATION REQUIREMENTS MAY BE MODIFIED FROM BROKEN ARROW ZONING ORDINANCE REGULATIONS THROUGH THE ENGINEERING VARIANCE PROCESS, AND FINAL PLANS FOR ACCESS WILL BE DETERMINED UPON APPROVAL OF THE PUD SUBDIVISION PLAT AND/OR SITE PLAN.

IN ACCORDANCE WITH THE BROKEN ARROW SUBDIVISION REGULATIONS, SIDEWALKS SHALL BE CONSTRUCTED AS A PART OF THE WEST OAKLAND PLACE ROADWAY OR AS EACH LOT IS DEVELOPED. SIDEWALKS SHALL BE A MINIMUM OF FIVE (5) FEET IN WIDTH, SHALL BE ADA COMPLIANT, SHALL BE APPROVED BY THE CITY OF BROKEN ARROW, AND SHALL TIE-IN TO OTHER SIDEWALKS ABUTTING SITE BOUNDARIES. ANY SIDEWALKS WHICH ARE PROPOSED OUTSIDE OF PUBLIC RIGHT-OF-WAY SHALL BE PLACED IN A PUBLIC SIDEWALK EASEMENT.

- SIGNS:

THERE IS AN EXISTING BILLBOARD LOCATED WITHIN THE NORTHWEST CORNER OF DEVELOPMENT AREA "E," WHICH WILL REMAIN. AS AN EXISTING CONDITION, THE BILLBOARD SHALL NOT BE CALCULATED IN ANY SIGN BUDGET REGULATIONS OF THE BROKEN ARROW ZONING ORDINANCE (NUMBER, DISPLAY SURFACE AREA, LOCATION, OR OTHER RESTRICTIONS ON OTHERWISE-PERMITTED SIGNAGE WHEN EXISTING SIGNS ARE PRESENT, ETC.). ALL SIGNAGE FOR DEVELOPMENT AREAS "D" AND "E" SHALL OTHERWISE COMPLY WITH ALL SIGNAGE REGULATIONS OF THE BROKEN ARROW ZONING ORDINANCE, EXCEPT THAT ALL FREESTANDING SIGNS SHALL BE LIMITED TO 24 FEET IN HEIGHT, AS REFLECTED IN THE KIA SIGN FAMILY EXHIBIT INCLUDED IN THE APPENDIX, AND 100 SQUARE FEET IN DISPLAY SURFACE AREA. NEW KIA SIGNAGE WILL BE FORTHCOMING DURING THE BUILDING PERMIT STAGE. THE SUPPORT STRUCTURE FOR ALL NEW SIGNS SHALL BE COVERED AND SHALL BE COORDINATED WITH THE EXTERIOR BUILDING MATERIALS OF THE PRINCIPAL BUILDING ON THE LOT. INFORMATION ON THE LOCATION, SIZE, AND HEIGHT OF ALL FREESTANDING SIGNS SHALL BE SHOWN ON THE REQUIRED SITE PLAN, OR WITH A SEPARATE SIGN PERMIT APPLICATION, FOR CITY OF BROKEN ARROW REVIEW AND APPROVAL.

- PLATTING AND SITE PLAN REQUIREMENTS:

WHILE REPRESENTED ON EXHIBIT B "CONCEPTUAL SITE PLAN AND PUD DEVELOPMENT AREAS," FOR PURPOSES OF THIS PUD MAJOR AMENDMENT, THE DEVELOPMENT AREA BOUNDARIES ARE APPROXIMATE AND THE LAND AREAS AND THE BOUNDARIES BETWEEN SUCH DEVELOPMENT AREAS WILL BE ESTABLISHED UPON PLATTING. THE PLAT SHALL INCLUDE COVENANTS OF RECORD IMPLEMENTING THE DEVELOPMENT STANDARDS OF THE APPROVED PUD AND THE CITY OF BROKEN ARROW SHALL BE A BENEFICIARY THEREOF. UPON PLATTING, NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT UNTIL A SITE PLAN HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF BROKEN ARROW AS BEING IN COMPLIANCE WITH THIS PUD AND ALL OTHER APPLICABLE BUILDING AND DEVELOPMENT CODES.

- PARKING AND LOADING REQUIREMENTS:

ALL DEVELOPMENT WITHIN DEVELOPMENT AREAS "D" AND "E" SHALL MEET MINIMUM REQUIREMENTS FOR PARKING AND LOADING, EXCEPT THAT ANY PROPOSED LOADING BERTH MAY HAVE GEOMETRIC DESIGNS VARYING FROM ZONING ORDINANCE REQUIREMENTS UPON CITY OF BROKEN ARROW REVIEW AND APPROVAL OF THE SITE PLAN.

- LANDSCAPING, SCREENING, AND LIGHTING REQUIREMENTS:

REGARDING DEVELOPMENT AREA "E," THE ABUTTING PROPERTY TO THE EAST IS PRESENTLY ZONED RESIDENTIAL BUT HAS BEEN APPROVED FOR SOME CH ZONING AND PUD-339 "FURNITURE ROW." IF THE AREA TO THE EAST OF DEVELOPMENT AREA "E" STILL HAS RESIDENTIAL ZONING CLASSIFICATION WHEN THAT PART OF DEVELOPMENT AREA "E" IS DEVELOPED, EXCEPTING THE AREA APPROVED FOR CH ZONING, SCREENING AND LANDSCAPING SHALL BE PROVIDED ALONG THE EAST BOUNDARY IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE. THE SOUTH BOUNDARY OF DEVELOPMENT AREA "E" IS FORMED BY THE CITY OF BROKEN ARROW'S REGIONAL STORMWATER DETENTION FACILITY ZONED RM, AND BY A VACANT TRACT ZONED A-1 AND R-2 BUT RECENTLY APPROVED FOR CM ZONING (BAZ-001624-2024) AND PUD-001623-2024 "VEN," A PROPOSED GATED RESIDENTIAL COMMUNITY. BASED ON THESE USES, SCREENING AND LANDSCAPING SHALL BE PROVIDED ALONG THE SOUTH BOUNDARY SHARED WITH APPROVED CM ZONING IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE, BUT NOT ALONG THE REGIONAL STORMWATER DETENTION FACILITY. IN ADDITION TO MEETING THE LANDSCAPING AND SCREENING REQUIREMENTS ALONG THE EAST AND SOUTH BOUNDARIES SPECIFIED IN THIS PARAGRAPH, DEVELOPMENT AREAS "D" AND "E" SHALL MEET THE LANDSCAPING AND LIGHTING REQUIREMENTS OF DEVELOPMENT AREA "C" DESCRIBED LATER. COLORED METAL OR WROUGHT IRON GATES DESIGNED TO ENHANCE APPEARANCE OF THE FACILITY ARE ENCOURAGED BY THE ZONING ORDINANCE AND WILL BE CONSIDERED. THE USE OF CHAIN LINK OR BARBED WIRE FENCING WITHIN 200 FEET OF A PUBLIC STREET RIGHT-OF-WAY IS PROHIBITED. WITHIN DEVELOPMENT AREAS "D" AND "E," REFUSE COLLECTION RECEPTACLES AND OUTDOOR MECHANICAL EQUIPMENT SHALL BE SCREENED AS REQUIRED BY THE BROKEN ARROW ZONING ORDINANCE. ALL LOTS WITHIN DEVELOPMENT AREAS "D" AND "E" SHALL MAINTAIN A MINIMUM OF 10% OF LOT AREA AS LANDSCAPED OPEN SPACE.

ALL PROPOSED SECURITY, SCREENING, OR OTHER FENCES, REFUSE COLLECTION RECEPTACLES, LANDSCAPING, AND LIGHTING SHALL BE INCLUDED ON THE SITE PLAN SUBMITTED TO THE CITY OF BROKEN ARROW FOR REVIEW AND APPROVAL.

#### A. LANDSCAPED EDGE

- WIDTH  
A LANDSCAPED EDGE OF AT LEAST 10 FEET IN WIDTH SHALL BE PROVIDED ALONG BOTH W. OAKLAND [PLACE] AND STATE HIGHWAY 51.

# Conditional Final Plat

PUD-001972-2025

# Ferguson Kia

PART OF THE WEST HALF OF SECTION TWO (2),  
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION AND RESTRICTIVE COVENANTS (CONTINUED)

### SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS (CONTINUED)

#### ii. TREE REQUIREMENTS

THE NUMBER OF TREES FOR DEVELOPMENT AREA C WILL BE CALCULATED BASED ON ONE TREE FOR EVERY FIFTY LINEAR FEET (50') OF LANDSCAPED EDGE ALONG STATE HIGHWAY 51 (TOTAL OF 9 TREES) AND ONE TREE FOR EVERY FIFTY LINEAR FEET (50') OF LANDSCAPED EDGE ALONG OAKLAND PLACE (TOTAL OF 9 TREES). THE NUMBER OF REQUIRED TREES SHALL BE CALCULATED BASED ON THE LINEAR FRONTAGE OF THE PROPERTY AND SHALL BE ROUNDED TO THE NEAREST WHOLE NUMBER. TREES MAY BE GROUPED TOGETHER ALONG THE EASTERN BOUNDARY AS INDICATED ON THE INCLUDED CONCEPTUAL TREE PLAN. ALONG THE STATE HIGHWAY 51 LANDSCAPED EDGE 80% OF THE TREES WILL BE PLANTED ALONG THE RIGHT-OF-WAY WHERE NOT IN CONFLICT WITH THE ONG PIPELINE EASEMENT WITH THE REMAINING 20% PLANTED ALONG THE EASTERN BOUNDARY. TREES SHALL BE TWO-INCH (2") CALIPER MINIMUM AND SHALL BE ON THE CITY'S APPROVED TREE LIST. EXCEPT WHERE THERE ARE CONFLICTS WITH OVERHEAD POWER LINES, ALL TREES SHALL BE MEDIUM TO LARGE TREES.

#### iii. ADDITIONAL REQUIREMENT FOR PARKING LOTS AND DRIVES ABUTTING LANDSCAPED EDGE

- (A) WHERE PARKING LOTS AND DRIVES ABUT THE LANDSCAPED EDGE, AND THE LANDSCAPED EDGE IS LESS THAN THIRTY FEET (30') IN WIDTH, ALL PROPOSED DEVELOPMENTS SHALL PROVIDE TEN (10) SHRUBS THREE (3) GALLON MINIMUM) FOR EVERY FIFTY LINEAR FEET (50') OF ABUTMENT TO THE LANDSCAPED EDGE. THESE SHRUBS SHALL BE PLACED WITHIN THE LANDSCAPED EDGE AND ARE IN ADDITION TO THE REQUIRED NUMBER OF TREES. THE NUMBER OF REQUIRED SHRUBS SHALL BE CALCULATED BASED ON THE LINEAR FRONTAGE OF PARKING LOT/DRIVE ABUTMENT TO THE REQUIRED LANDSCAPED EDGE AND SHALL BE ROUNDED TO THE NEAREST WHOLE NUMBER

#### B. INTERIOR PARKING LOT LANDSCAPING

i. IN DEVELOPMENT AREA C, LANDSCAPED AREAS SHALL BE ESTABLISHED AND MAINTAINED IN OFF-STREET PARKING AREAS AS FOLLOWS:

- (A) AT LEAST ONE MEDIUM TO LARGE TREE SHALL BE PLANTED FOR EVERY FIFTEEN (15) CUSTOMER OR EMPLOYEE PARKING SPACES, VEHICLE SALES DISPLAY AREAS ARE EXEMPT FROM THIS REQUIREMENT. THE NUMBER OF REQUIRED TREES SHALL BE ROUNDED TO THE NEAREST WHOLE NUMBER. THESE TREES SHALL BE PLANTED INSIDE OR WITHIN FIFTEEN FEET (15') OF THE PARKING LOT, BUT SHALL NOT BE PLACED IN THE LANDSCAPED EDGE REQUIRED IN SUBSECTION A ABOVE. TREES SHALL BE TWO-INCH (2") CALIPER MINIMUM AND SHALL BE SELECTED FROM THE CITY'S APPROVED TREE LIST.
- (B) A LANDSCAPE ISLAND WITH A PLANTING AREA (MEASURED BACK OF CURB TO BACK OF CURB) AT LEAST TEN FEET (10') IN WIDTH AND EIGHTEEN FEET (18') IN LENGTH SHALL BE PROVIDED ON EACH SIDE OF ALL DRIVES THAT PROVIDE ACCESS FROM THE STREET TO THE PROPERTY.
- (C) ALL PARKING LOT LANDSCAPED AREAS SHALL BE PROTECTED BY A RAISED SIX-INCH (6") CONCRETE CURB. PAVEMENT SHALL NOT BE PLACED CLOSER THAN FOUR AND ONE-HALF FEET (4.5') FROM THE TRUNK OF A TREE.
- (D) NO CUSTOMER OR EMPLOYEE PARKING SPACE SHALL BE LOCATED MORE THAN SEVENTY-FIVE FEET (75') FROM A LANDSCAPED AREA;
- (E) LANDSCAPE ISLANDS SHALL CONTAIN AT LEAST ONE HUNDRED EIGHTY SQUARE FEET (180 SQ.FT.), WITH A MINIMUM WIDTH OF TEN FEET (10').
- (F) LANDSCAPE AREAS FROM WHICH PARKING SPACES CAN BE MEASURED SHALL INCLUDE THE FOLLOWING:
- (1) LANDSCAPE ISLANDS MEETING THE APPLICABLE SIZE REQUIREMENTS. HOWEVER, MEASUREMENTS CANNOT BE MADE FROM THE LANDSCAPED EDGE, AS IDENTIFIED IN SECTION 5.2.B.1.A OF THE CITY OF BROKEN ARROW ZONING CODE.
- (2) LANDSCAPE AREAS NEXT TO BUILDINGS THAT ARE AT LEAST THREE FEET (3') IN WIDTH AND CONTAIN AT LEAST ONE HUNDRED (100') SQUARE FEET.

#### C. BUFFERING OF ADJACENT RESIDENTIAL ZONES AND USES

NO ADJACENT PROPERTY TO DEVELOPMENT AREA C IS CURRENTLY ZONED FOR RESIDENTIAL USE. THE COMPREHENSIVE PLAN INCLUDES NO INDICATION OF RESIDENTIAL LEVEL DEVELOPMENT FOR ANY ADJACENT PROPERTIES.

#### D. IRRIGATION

A DRIP IRRIGATION SYSTEM WILL BE INSTALLED IN DEVELOPMENT AREA C TO WATER ALL REQUIRED TREES IN ACCORDANCE WITH THE ZONING ORDINANCE. THE DEVELOPER WILL IRRIGATE ALL OTHER AREAS MANUALLY TO REDUCE DAMAGE TO VEHICLES ON-SITE.

#### E. EXTERIOR LIGHTING:

DEVELOPMENT AREAS A AND B HAVE EXISTING EXTERIOR LIGHT POLES AND ARE NOT BEING MODIFIED AS PART OF THE PUD. DEVELOPMENT AREA C WILL HAVE EXTERIOR LIGHT POLES THAT SHALL MEET THE REQUIREMENTS LISTED BELOW:

##### DEVELOPMENT AREA C LIGHTS

TYPE - LSI GREENBRIER, FULL-CUT OFF LENSES 20' TALL  
WITH 2" CONCRETE BASE  
(22' ABOVE FINISHED GRADE).

NEW LIGHT POLES IN DEVELOPMENT AREA C SHALL BE LIMITED TO 20 FEET IN HEIGHT PLUS A 2' CONCRETE BASE (MAXIMUM HEIGHT OF 22'). IN ADDITION, ALL OUTDOOR LIGHT FIXTURES SHALL BE SHIELDED TO CONTROL LIGHT SPILLAGE ONTO ADJACENT PROPERTY, ALL LIGHTING PLANS WILL BE ACCOMPANIED BY A PHOTOMETRIC PLAN THAT LIMITS THE LIGHT INTENSITY AT THE PROPERTY LINES TO 3.0 FOOT-CANDLES OR LESS AT THE PERIMETER PROPERTY LINE. AS PER THE ZONING ORDINANCE, NO NEW LIGHT POLES WILL BE LOCATED IN A UTILITY EASEMENT THAT IS ADJACENT TO A STREET OR HIGHWAY UNLESS A WRITTEN LICENSE AGREEMENT FROM ALL THE UTILITY COMPANIES HAS BEEN GRANTED TO THE DEVELOPER.

#### 1. ARCHITECTURAL DESIGN AND EXTERIOR BUILDING MATERIALS:

AS WITH DEVELOPMENT AREAS "A," "B," AND "C," BUILDINGS WITHIN DEVELOPMENT AREAS "D" AND "E" MAY USE METAL PANELS OR OTHER NON-MASONRY MATERIALS IF NECESSARY TO MEET THE AUTOMOBILE

MANUFACTURER'S ARCHITECTURAL FAÇADE REQUIREMENTS BUT SHALL OTHERWISE COMPLY WITH BROKEN ARROW ZONING ORDINANCE SECTION 5.8. BUILDINGS FOR ANY OTHER DEVELOPMENT TYPE SHALL FULLY COMPLY WITH BROKEN ARROW ZONING ORDINANCE SECTION 5.8. RECOGNIZING THE HIGHWAY DESIGN OVERLAY (HDO) DISTRICT, BUILDING FAÇADES FACING BOTH HIGHWAY 51 AND OAKLAND PLACE SHALL BE PROMINENT BUT DISTINCTIVE, AND SHALL NOT BE REQUIRED TO BE MIRROR IMAGES OF EACH OTHER. HDO REQUIREMENTS ARE OTHERWISE APPLICABLE. BUILDING ELEVATIONS SHALL BE SUBMITTED AS A PART OF THE REQUIRED SITE PLAN FOR CITY OF BROKEN ARROW REVIEW AND APPROVAL.

### SECTION III. PRIVATE RESTRICTIONS

#### A. USE OF LAND.

THE LOT WITHIN THE SUBDIVISION SHALL BE USED SOLELY FOR THE USES PERMITTED IN THE APPROVED PLANNED UNIT DEVELOPMENT, OR AS THE SAME MAY BE AMENDED.

#### B. SETBACKS.

NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT, NOR SHALL ANY BUILDING ENCROACH UPON ANY UTILITY EASEMENT OR OTHER EASEMENT DEDICATED BY AND DEPICTED ON THE ACCOMPANYING PLAT.

#### C. ADDITIONAL PRIVATE RESTRICTIONS AND COVENANTS.

ADDITIONAL PRIVATE RESTRICTIONS AND COVENANTS MAY BE IMPOSED AND, IF IMPOSED, WILL BE CONTAINED IN A SEPARATE INSTRUMENT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR SIMILARLY-TITLED DOCUMENT. THIS DOCUMENT MAY INCLUDE THE FORMATION OF THE ARCHITECTURAL REVIEW COMMITTEE.

### SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

#### A. ENFORCEMENT.

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AND SHALL INURE TO THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, ANY OWNER OF A LOT, AND THE PROPERTY OWNERS' ASSOCIATION (IF FORMED). IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION II., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW, ANY OWNER OF A LOT, OR THE PROPERTY OWNERS' ASSOCIATION (IF FORMED) TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE COVENANTS CONTAINED IN SECTION III. PRIVATE RESTRICTIONS SHALL INURE TO THE BENEFIT OF ANY OWNER OF THE LOT OR SUBDIVIDED PORTION THEREOF AND THE PROPERTY OWNERS' ASSOCIATION (IF FORMED). IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III., IT SHALL BE LAWFUL FOR THE PROPERTY OWNERS' ASSOCIATION (IF FORMED), OR ANY OWNER OF THE LOT OR SUBDIVIDED PORTION THEREOF, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING, OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW, IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY THE OWNER OF THE LOT OR SUBDIVIDED PORTION THEREOF OR THE PROPERTY OWNERS' ASSOCIATION (IF FORMED), WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

#### B. DURATION.

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

#### C. AMENDMENT OR TERMINATION.

THE COVENANTS CONTAINED WITHIN SECTION I. PUBLIC EASEMENTS AND UTILITIES AND SECTION IV. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION II. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF AN AMENDMENT TO PUD-001972-2025 BY THE BROKEN ARROW PLANNING COMMISSION AND RECORDING OF A CERTIFIED COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION WITH THE COUNTY CLERK.

THE COVENANTS CONTAINED WITHIN SECTION III. PRIVATE RESTRICTIONS AND ANY OTHER PROVISION OF THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE BROKEN ARROW PLANNING COMMISSION OR THE CITY OF BROKEN ARROW MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE LOT OWNER. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

#### D. SEVERABILITY.

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, FERGUSON MANAGEMENT GROUP LLC HAS EXECUTED THIS INSTRUMENT ON THIS DAY OF \_\_\_\_\_ 2026.

FERGUSON MANAGEMENT GROUP LLC  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
[NAME], [TITLE]

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED \_\_\_\_\_, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF FERGUSON MANAGEMENT GROUP LLC TO THE FOREGOING INSTRUMENT, AS ITS \_\_\_\_\_, AND ACKNOWLEDGED TO ME THAT \_\_\_\_\_ EXECUTED THE SAME AS \_\_\_\_\_ FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

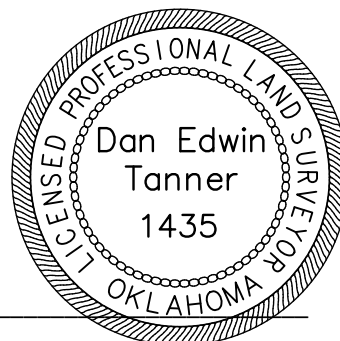
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

#### CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "FERGUSON KIA", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.



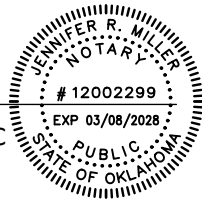
BY: \_\_\_\_\_  
DAN E. TANNER  
LICENSED PROFESSIONAL LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
 ) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

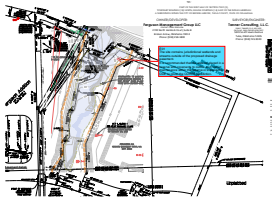
03/08/2028  
MY COMMISSION EXPIRES \_\_\_\_\_ JENNIFER MILLER, NOTARY PUBLIC





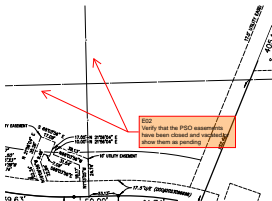
## Ferguson Kia CFP Summary

1 (8)



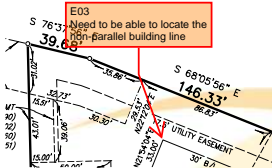
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**E01**  
The site contains jurisdictional wetlands and streams outside of the proposed drainage easement. It is recommended that the area be placed in a reserve with covenants to outline and restrict maintenance within the reserve or expand the ODE to cover the CORPS jurisdiction.



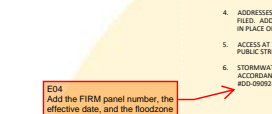
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**E02**  
Verify that the PSO easements have been closed and vacated or show them as pending



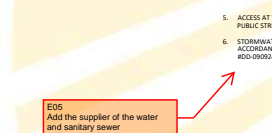
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**E03**  
Need to be able to locate the non-parallel building line



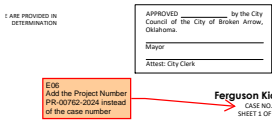
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**E04**  
Add the FIRM panel number, the effective date, and the floodzone



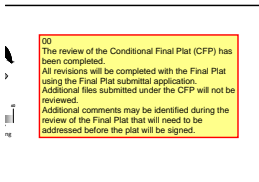
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**E05**  
Add the supplier of the water and sanitary sewer



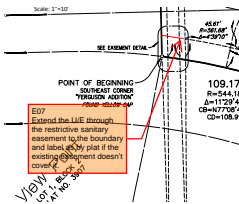
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E06  
Add the Project Number PR-00762-2024 instead of the case number



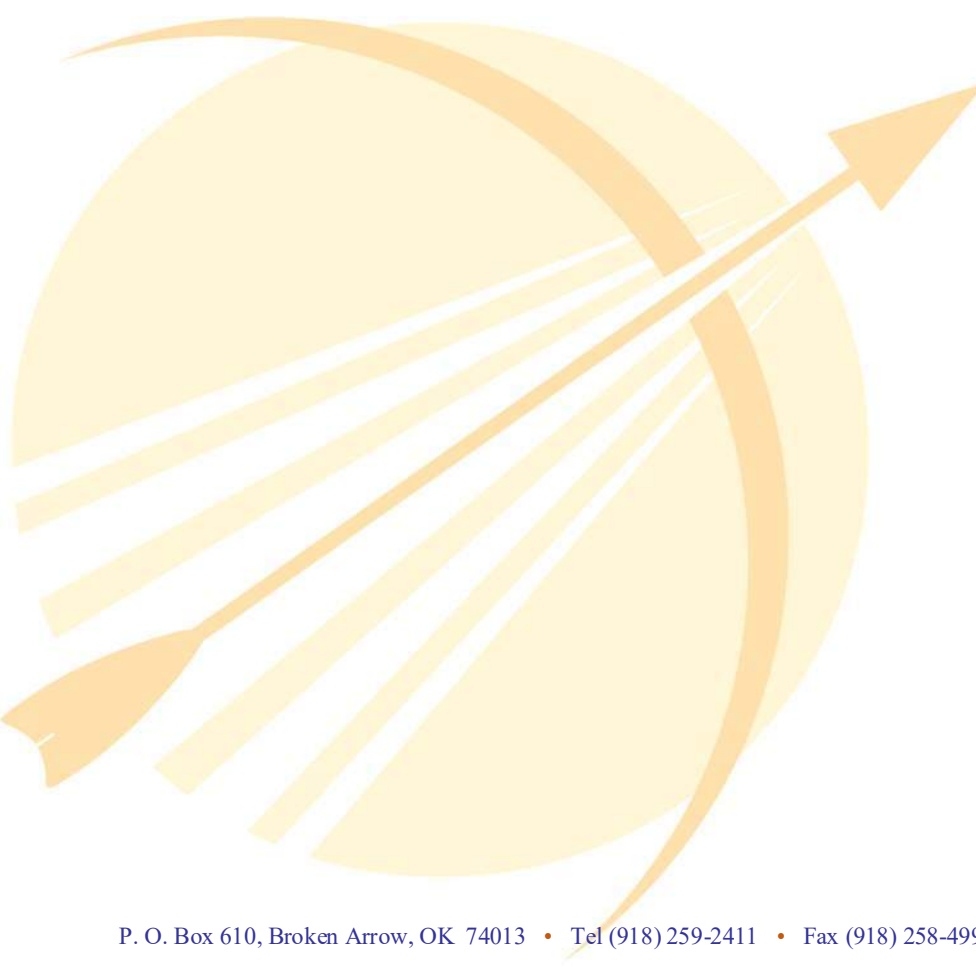
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00  
The review of the Conditional Final Plat (CFP) has been completed.  
All revisions will be completed with the Final Plat using the Final Plat submittal application. Additional files submitted under the CFP will not be reviewed. Additional comments may be identified during the review of the Final Plat that will need to be addressed before the plat will be signed.



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E07  
Extend the U/E through the restrictive sanitary easement to the boundary and label as by plat if the existing easement doesn't cover it.





# City of Broken Arrow

## Request for Action

File #: 26-115, Version: 1

**Broken Arrow City Council**  
**Meeting of: 01-06-2026**

**Title:**

Approval of BAZ-002489-2025 (Rezoning) and PUD-002490-2025, American Storage of BA, 24.9 acres, A-1 (Agricultural) to CH (Commercial Heavy) and IL (Industrial Light) to allow for a retail, office/warehouse, and outside sales/storage, and min-storage located west of the Creek Turnpike, east of N. 37th Street (S. 209th East Ave.) and north of E. Houston Street (E. 81st Street)

**Background:**

BAZ-002489-2025 and PUD-002490-2025 are requests to change the zoning on 24.9 acres of land from A-1 (Agricultural) to CH (Commercial Heavy) and IL (Industrial Light) to allow for a retail, office/warehouse, storage, and mini-storage with a PUD for American Storage of BA.

This property is located west of the Creek Turnpike, east of N. 37<sup>th</sup> Street (S. 209<sup>th</sup> East Ave.), and north of E. Houston Street (E. 81<sup>st</sup> Street). The majority of the land is unplatted and currently undeveloped, while a small northern portion includes 330' of Lot 1 Block 1 of the Tee Town Golf Ranch Subdivision.

PUD-002490-2025

The American Storage of BA development proposes to create a retail, office/warehouse, outdoor storage, and mini storage development with commercial frontage along S. 209<sup>th</sup> East Avenue. A 50' landscape buffer along the Creek Turnpike boundary will be provided, a 10' landscape buffer along the northern boundary of Development Area A, and a 20' landscape buffer along the southern boundary of Development Area B. A minimum of 12% of the development shall be preserved as open space.

Lot Dimensions	CH (Commercial Heavy)	IL (Industrial Light)	PUD-002490-2025
Lot Frontage	100'	100' Arterial; 50' Other	100'
Lot Area	None	10,000 square feet	None
Max. Bldg. Height	None	50' or 4 stories by residential; None	None
Front Setback	50'	50' Arterial; 30' Other roads	50'
Side Setback	None	50' by residential; 30' nonresidential	N 10' landscape buffer; S 20' LS buffer
Rear Setback	30'	30'	50' LS buffer

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following zoning designation, land use, and Comprehensive Plan future

development guide levels:

Direction	Comprehensive Plan	Zoning	Land Use
North	Level 6	A-1 w/ SP-285	House of Worship
East	Level 6	A-1	Undeveloped
South	Level 6	A-1	Undeveloped
West	Level 3	A-1	Residential Estates

This proposed development is designated as Level 6 (Regional Employment/Commercial) in the Comprehensive Plan. This level supports medium to high intensity commercial and employment uses as well as Industrial Light (IL) when done in association with a PUD (Planned Unit Development).

According to FEMA maps, none of the property is located in the 100-year floodplain.

This item was considered by the Planning Commission on December 18, 2025 and recommended for approval (5-0 vote). No one spoke in favor of or in opposition to this item during the public hearing.

**Cost:** \$0

**Funding Source:** -

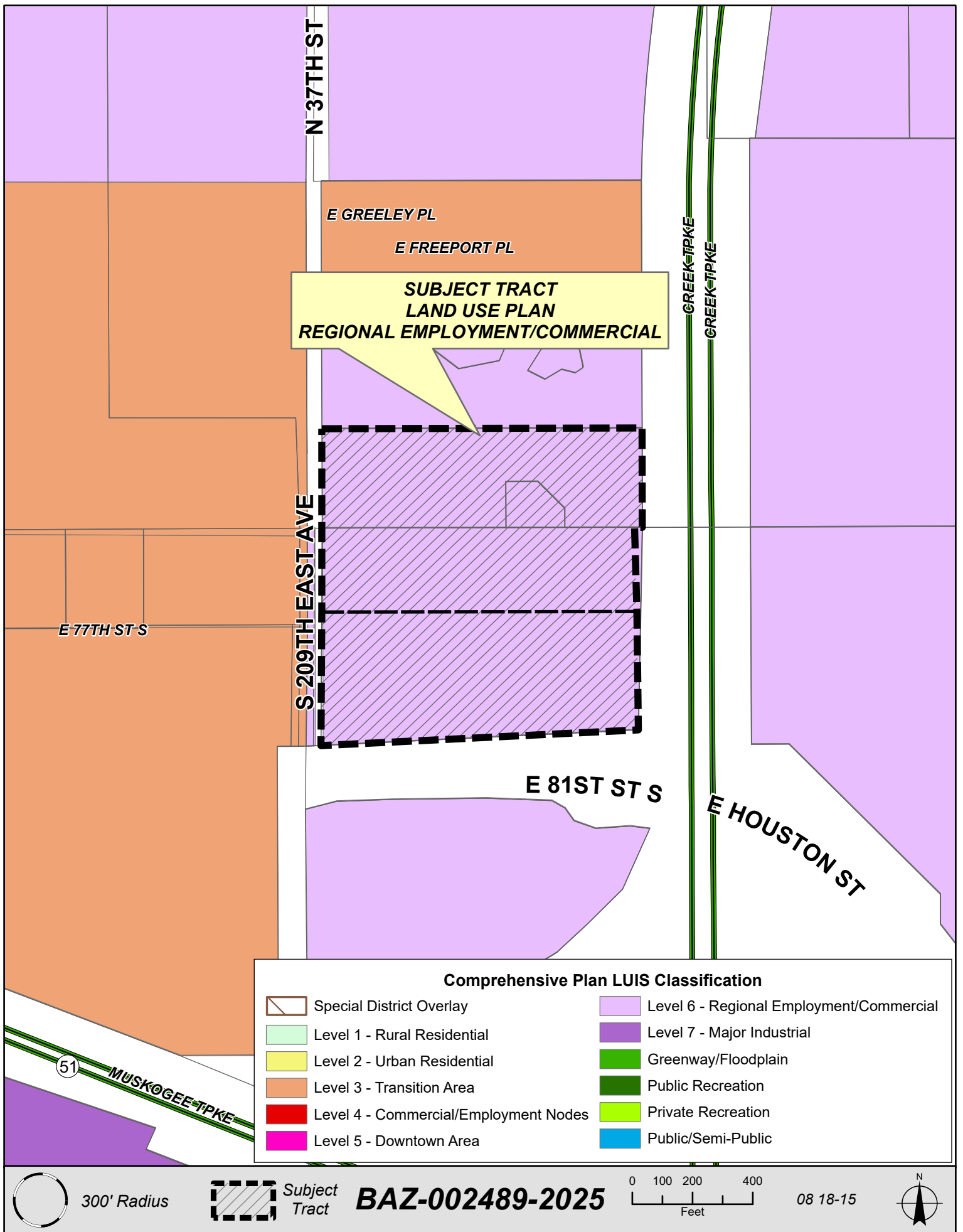
**Requested By:** Rocky Henkel, Community Development Director

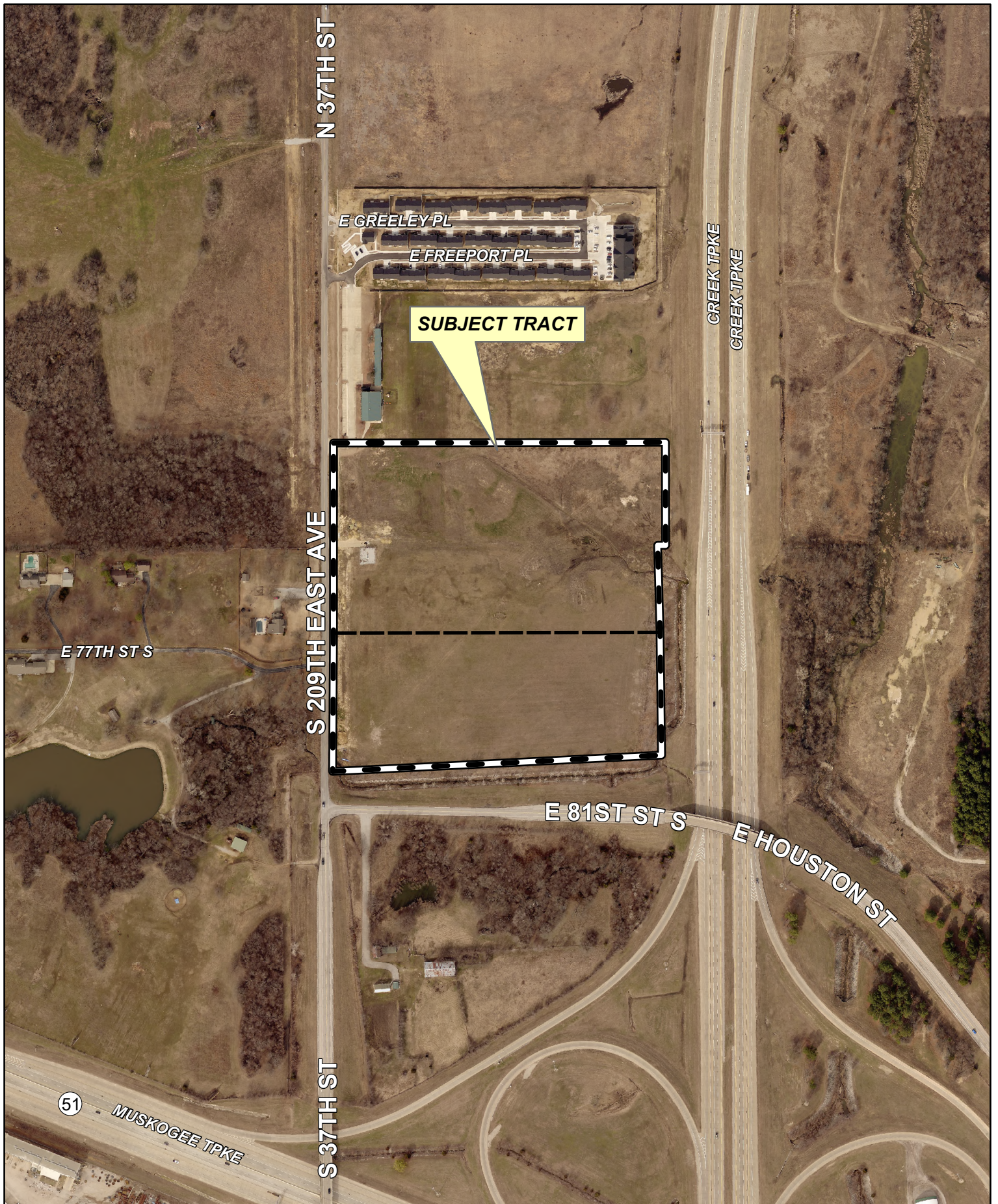
**Approved By:** City Manager's Office

**Attachments:** Case Map  
Aerial Map  
American Storage of BA PUD

**Recommendation:**

Staff recommends that BAZ-002489-2025 and PUD-002490-2025 be approved subject to platting.





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



Subject  
Tract

**BAZ-002489-2025**

0 100 200 400  
Feet

08 18-15

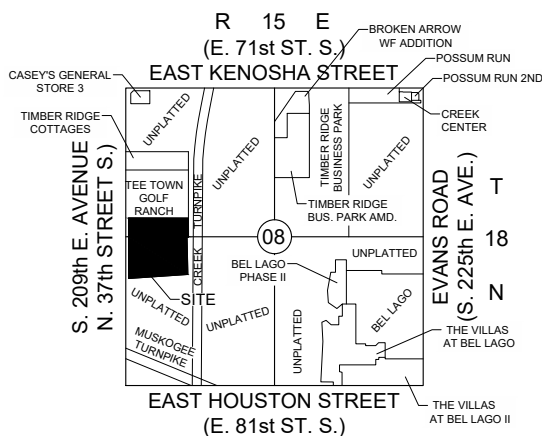
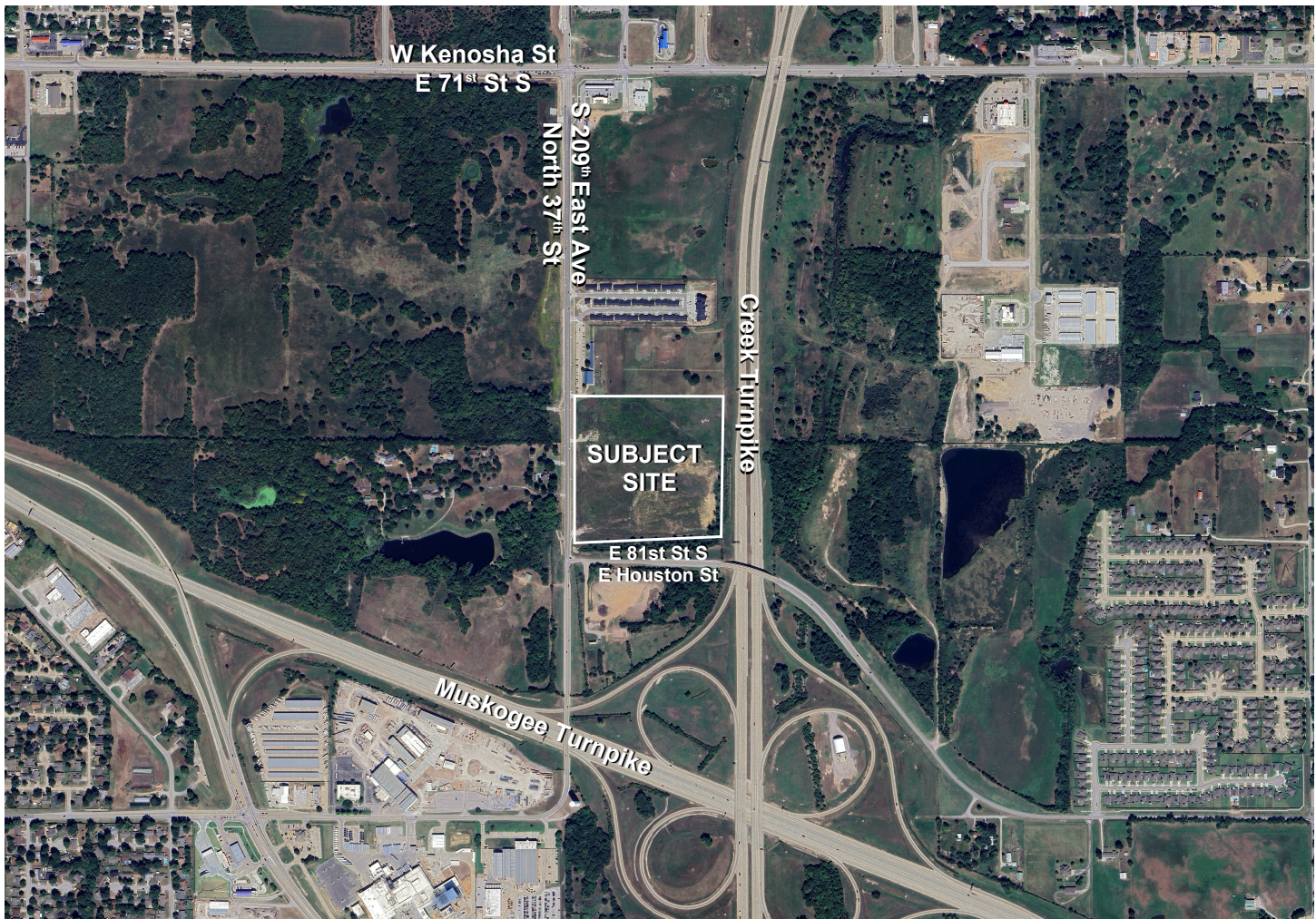


# PUD-XXXXXX-2025

## American Storage of BA Planned Unit Development

THE SOUTH 330 FEET OF LOT ONE (1), BLOCK ONE (1); AND RESERVE AREA "A", TEE TOWN GOLF RANCH, A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; - AND -

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SW/4; THENCE N 00°02'54" W ALONG THE WEST SECTION LINE FOR A DISTANCE OF 1896.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 00°02'54" W ALONG THE SECTION LINE FOR A DISTANCE OF 745.38 FEET; THENCE S 89°43'13" E FOR A DISTANCE OF 1087.17 FEET; THENCE S 01°25'02" E FOR A DISTANCE OF 666.95 FEET; THENCE S 86°11'48" W FOR A DISTANCE OF 1105.46 FEET TO THE POINT OF BEGINNING.



Location Map

**OWNER**  
NELSON FAMILY TRUST  
P. O. BOX 1082  
CATOOSA, OK 74015

**APPLICANT**  
WALLACE DESIGN COLLECTIVE, PC  
123 N MARTIN LUTHER KING JR BLVD  
TULSA, OK 74103



NORTH

**NOVEMBER 2025**



wallace  
design  
collective 114

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**I. LEGAL DESCRIPTION:**

The South 330 feet of Lot One (1), Block One (1); and Reserve Area "A", TEE TOWN GOLF RANCH, a Subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the recorded Plat thereof;

-AND-

A tract of land that is part of the Southwest Quarter (SW/4) of Section Eight (8), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows: COMMENCING at the Southwest corner of said SW/4; thence N 00°02'54" W along the West Section line for a distance of 1896.39 feet to the Point of Beginning; thence continuing N 00°02'54" W along the Section line for a distance of 745.38 feet; thence S 89°43'13" E for a distance of 1087.17 feet; thence S 01°25'02" E for a distance of 666.95 feet; thence S 86°11'48" W for a distance of 1105.46 feet to the Point of Beginning.

## **II. DEVELOPMENT CONCEPT:**

American Storage of BA is a proposed mixed-use development submitted as a Planned Unit Development (PUD) pursuant to the provisions of the City of Broken Arrow Zoning Code. The site consists of approximately 24.9 acres, located west of the Creek Turnpike, east of South 209<sup>th</sup> East Avenue (North 37<sup>th</sup> Street), and north of East Houston Street (East 81<sup>st</sup> Street South). The parcels surrounding the subject site are all zoned A-1, Agricultural District. The platted northern portion of the site and the parcel directly to north also has a Specific Use Permit approval (SP-164) to allow for a church.

The Land Use Intensity System classification for the subject site is 6 - Regional Employment/Commercial. The PUD site currently has an underlying zoning of A-1 (Agriculture); submitted concurrently with this PUD application is a rezoning request from A-1 (Agriculture) to CH (Commercial Heavy Industrial) and I-L (Industrial Light District) to allow for a retail, office/warehouse and storage development to the north and mini-storage development to the south.

The site will be split in two Development Areas, A and B. Development Area A located in the northern and western portions of the site will include mixed uses, including retail, office/warehouse and storage. Development Area B, which includes the 10.07 acres, will include mini storage uses. There is a shared stormwater detention facility proposed on the site for both development areas.

There is a USGS blue line going through the northern portion of the site; however, there is no floodplain associated with this stream. The site has an approximate 15-foot elevation change, sloping southwest to northeast. The existing drainage patterns will be maintained with the proposed development. The soil types for the project are typical for the area and should create no unusual developmental problems.

The northern lots in Development Area A will be accessed by a public road through the development area and the western lot(s) shall have access from a proposed private drive. Lots within Development Area A will not have direct access onto South 209<sup>th</sup> East Avenue (North 37<sup>th</sup> Street). The mini-storage will be accessed by private drives from Development Area A. Cross access between the development areas shall be permitted

### III. DEVELOPMENT STANDARDS

#### III.A DEVELOPMENT AREA “A” STANDARDS:

<b>Net Land Area:</b>	14.89 acres
<b>Underlying Zoning:</b>	Unless otherwise specified, the CH District standards and regulations shall apply.
<b>Permitted Uses:</b>	<ul style="list-style-type: none"><li>○ Government administration &amp; civic buildings</li><li>○ Places of assembly</li><li>○ Public safety facility</li><li>○ Art gallery or museum, public</li><li>○ Library, public</li><li>○ Medical office or clinic</li><li>○ Broadcasting or recording studio (no tower)</li><li>○ Veterinary clinic/animal hospital</li><li>○ Financial institution, without drive-thru</li><li>○ Catering service</li><li>○ Micro food or beverage production</li><li>○ Office, business or professional</li><li>○ Research laboratory</li><li>○ Art gallery or museum, private</li><li>○ Fitness &amp; recreational sports center</li><li>○ General indoor recreation</li><li>○ Dry cleaning &amp; laundry service</li><li>○ General personal services</li><li>○ Instructional services</li><li>○ Retail, general</li><li>○ Boat and/or RV storage</li><li>○ Fulfillment centers (less than 100,000 sq.ft.)</li><li>○ Fulfillment centers (100,000 sq.ft. or greater)</li><li>○ Mini-storage</li><li>○ Office warehouse</li><li>○ Storage yard</li><li>○ Warehouse</li><li>○ Wholesale establishment</li></ul>
<b>Lot Area:</b>	None
<b>PUD Minimum Frontage along South 209th East Avenue (North 37<sup>th</sup> Street)</b>	100 feet Note: This is the PUD minimum frontage. Individual lots and Development Areas within the PUD do not have a minimum lot frontage.
<b>Maximum Building Coverage:</b>	None
<b>Maximum Building Height:</b>	None

<b>Minimum Yard Setbacks:</b> Other than the setback listed below, there shall be no internal setbacks within the development, other than those required to meet building and fire code.	
From South 209th East Avenue (North 37th Street):	50 feet
Southern Boundary of Development Area A:	20 feet
Eastern Boundary of Development Area A:	17.5 feet
Northern Boundary of Development Area A:	17.5 feet
Front setback from internal road of Development Area A:	20 feet
<b>Off-street Parking:</b>	As required for the applicable use type as set forth within the City of Broken Arrow Code.
<b>Other Bulk and Area Requirements:</b>	As required within the CH District
<b>Exterior Materials:</b>	Structures proposed on lots directly abutting the Creek Turnpike right-of-way shall meet the Highway Design Overlay District requirements.  There shall not be any minimum architectural or material standards for structures on lots not directly abutting the Creek Turnpike right-of-way.
<b>Screening:</b>	Outdoor storage areas shall be screened from view from all property lines and adjacent rights-of-way by an opaque fence or wall between six feet and eight feet in height that incorporates at least one of the predominant materials and one of the predominant colors used in the primary structure.  No outdoor display and/or sales shall be visible from Creek Turnpike.
<b>Signage:</b>	All signage shall meet the requirements of the City of Broken Arrow Code.  Two monument signs listing the businesses within this development area shall be allowed along South 209th East Avenue (North 37 <sup>th</sup> Street). These signs shall not exceed 100 square feet.  One monument, pole or billboard sign shall be allowed along the Creek Turnpike frontage within this development area. Sign size and height shall be in accordance to code requirements.
<b>Landscape Buffer:</b>	A 10-foot landscape buffer shall be provided along the northern boundary of Development Area A.  No additional buffers shall be required.

### III.B DEVELOPMENT AREA “B” STANDARDS:

<b>Net Land Area:</b>	10.07 acres
<b>Underlying Zoning:</b>	Unless otherwise specified, the IL District standards and regulations shall apply.
<b>Permitted Uses:</b>	<ul style="list-style-type: none"><li>○ Government administration &amp; civic buildings</li><li>○ Places of assembly</li><li>○ Public safety facility</li><li>○ Art gallery or museum, public</li><li>○ Library, public</li><li>○ Medical office or clinic</li><li>○ Broadcasting or recording studio (no tower)</li><li>○ Veterinary clinic/animal hospital</li><li>○ Financial institution, without drive-thru</li><li>○ Catering service</li><li>○ Micro food or beverage production</li><li>○ Office, business or professional</li><li>○ Research laboratory</li><li>○ Art gallery or museum, private</li><li>○ Fitness &amp; recreational sports center</li><li>○ General indoor recreation</li><li>○ Dry cleaning &amp; laundry service</li><li>○ General personal services</li><li>○ Instructional services</li><li>○ Retail, general</li><li>○ Boat and/or RV storage</li><li>○ Fulfillment centers (less than 100,000 sq.ft.)</li><li>○ Fulfillment centers (100,000 sq.ft. or greater)</li><li>○ Mini-storage</li><li>○ Office warehouse</li><li>○ Storage yard</li><li>○ Warehouse</li><li>○ Wholesale establishment</li></ul>
<b>Lot Area:</b>	None  Mini-storage land area shall be allowed to be more than 20% of the entire PUD tract; however, maximum area for mini-storage area shall not exceed 10.07 acres of the total PUD land area.
<b>PUD Minimum Frontage along South 209th East Avenue (North 37<sup>th</sup> Street)</b>	100 feet Note: This is the PUD minimum frontage. Individual lots and Development Areas within the PUD do not have a minimum lot frontage.
<b>Maximum Building Coverage:</b>	None
<b>Maximum Building Height:</b>	None

<p><b>Minimum Yard Setbacks:</b> Other than the setback listed below, there shall be no internal setbacks within the development, other than those required to meet building and fire code.</p> <p>Mini-storage facilities shall be set back a minimum of 20 feet from East Houston Street (East 81<sup>st</sup> Street South), 50 feet from Creek Turnpike and 250 feet from 209th East Avenue (North 37th Street)</p>	
From South 209th East Avenue (North 37th Street):	250 feet
Southern Boundary of Development Area B:	20 feet
Eastern Boundary of Development Area B:	50 feet
Northern Boundary of Development Area B:	0 feet
<b>Off-street Parking:</b>	<p>As required for the applicable use type as set forth within the City of Broken Arrow Code.</p> <p>There shall be no minimum parking requirement for the mini-storage use.</p>
<b>Other Bulk and Area Requirements:</b>	As required within the IL District
<b>Exterior Materials:</b>	<p>All structures along the Creek Turnpike right-of-way shall have vertical exteriors that are facing the highway constructed of but not limited to: masonry, concrete panels, glass block, glass curtain walls, Exterior Insulated Finished Systems (EIFS), stucco, or architectural metal. EIFS, however, shall not be used as the primary exterior building material.</p> <p>There shall not be any minimum architectural or material standards for structures within this development area.</p>
<b>Screening:</b>	The exterior most storage building shall serve as screening for the development area. No additional screening shall be required.
<b>Signage:</b>	<p>All signage shall meet the requirements of the City of Broken Arrow Code.</p> <p>One monument sign listing the businesses within Development Area B shall be allowed along South 209th East Avenue (North 37th Street). This sign shall not exceed 100 square feet.</p> <p>A wall sign not exceeding 300 sq.ft. will be along on the building along the Creek Turnpike frontage.</p>
<b>Landscape Buffer:</b>	A 50-foot landscape buffer shall be provided along the Creek Turnpike boundary of Development Area B. Additionally, a 20-foot landscape buffer shall be provided along the southern boundary of Development Area B.

#### **IV. ACCESS AND CIRCULATION:**

The subject property has frontage along South 209<sup>th</sup> East Avenue (North 37<sup>th</sup> Street) and two curb cuts are proposed along the 1,054-foot frontage (excluding the existing curb cut providing access to the church property to the north). The northern curb cut will provide access to a part of Development Area A via a public street and the southern curb cut will provide a private drive access to Development Areas A and B. Cross-access shall be permitted between development areas. Limits of No Access (LNA) will be provided along South 209<sup>th</sup> East Avenue (North 37<sup>th</sup> Street) outside of the proposed entrances to the development.

The proposed cul-de-sac within the northern portion of Development Area A shall be allowed to exceed 550 feet in length but shall be limited to a maximum of 600 feet.

#### **V. SIDEWALKS:**

There is an existing sidewalk along the South 209<sup>th</sup> East Avenue (North 37<sup>th</sup> Street) frontage of this PUD and it shall remain. Sidewalks shall not be required along East Houston Street (East 81<sup>st</sup> Street South) and the internal roadways and private drives.

#### **VI. PRIVATE AMENITIES:**

Not less than 12% of the net land area shall be preserved as common open space. These areas may include, but are not limited to, the onsite stormwater detention pond reserve areas and landscape buffer areas. All City of Broken Arrow engineering standards shall be met for the detention pond reserve areas.

#### **VII. TOPOGRAPHY, UTILITIES, AND DRAINAGE:**

There is no floodplain on the site; however, there is a blue line stream which runs through the northern portion of the site. Any improvements within this area shall be coordinating with the City of Broken Arrow and any other agencies as required. The site is sloped and drains from the southwest to the northeast, with an approximate 15-foot elevation change. The same drainage patterns will be maintained with the proposed development. An internal storm water collection system will be constructed and piped to the proposed detention areas throughout the property in accordance with the City of Broken Arrow design standards. A detailed hydraulic analysis report will be submitted to the City of Broken Arrow for approval during the engineering process.

#### **VIII. SCHEDULE OF DEVELOPMENT AND PHASING:**

Initial site development is anticipated to commence in early 2026, market conditions permitting.

Phasing shall be permitted within this PUD and shall be determined during the platting process.

#### **IX. PLATTING:**

No building permit shall be issued until the PUD project area has been included within a subdivision plat submitted to and approved by the Broken Arrow Planning Commission and the Broken Arrow City Council, and duly filed of record. The property shall be platted in accordance with the City of Broken Arrow subdivision code. The deed of dedication of the required subdivision plat shall include covenants of record, enforceable by the City of Broken Arrow, setting forth the development standards of the planned unit development.

**X. EXHIBITS:**

The following exhibit are hereby attached and incorporated into this PUD. These exhibits are:

- Exhibit A: Aerial Photography and Boundary Depiction
- Exhibit B: Conceptual Site Plan
- Exhibit C: Existing Zoning Map
- Exhibit D: Development Areas Plan
- Exhibit E: Conceptual Utility Plan



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123 north martin luther king jr. blvd.  
tulsa, oklahoma 74103  
918.584.5858



**EXHIBIT 'A'**  
**AERIAL PHOTOGRAPHY AND BOUNDARY DEPICTION**  
**AMERICAN STORAGE OF BA**

**PUD-XXXXXX-2025**

Date: November 10, 2025



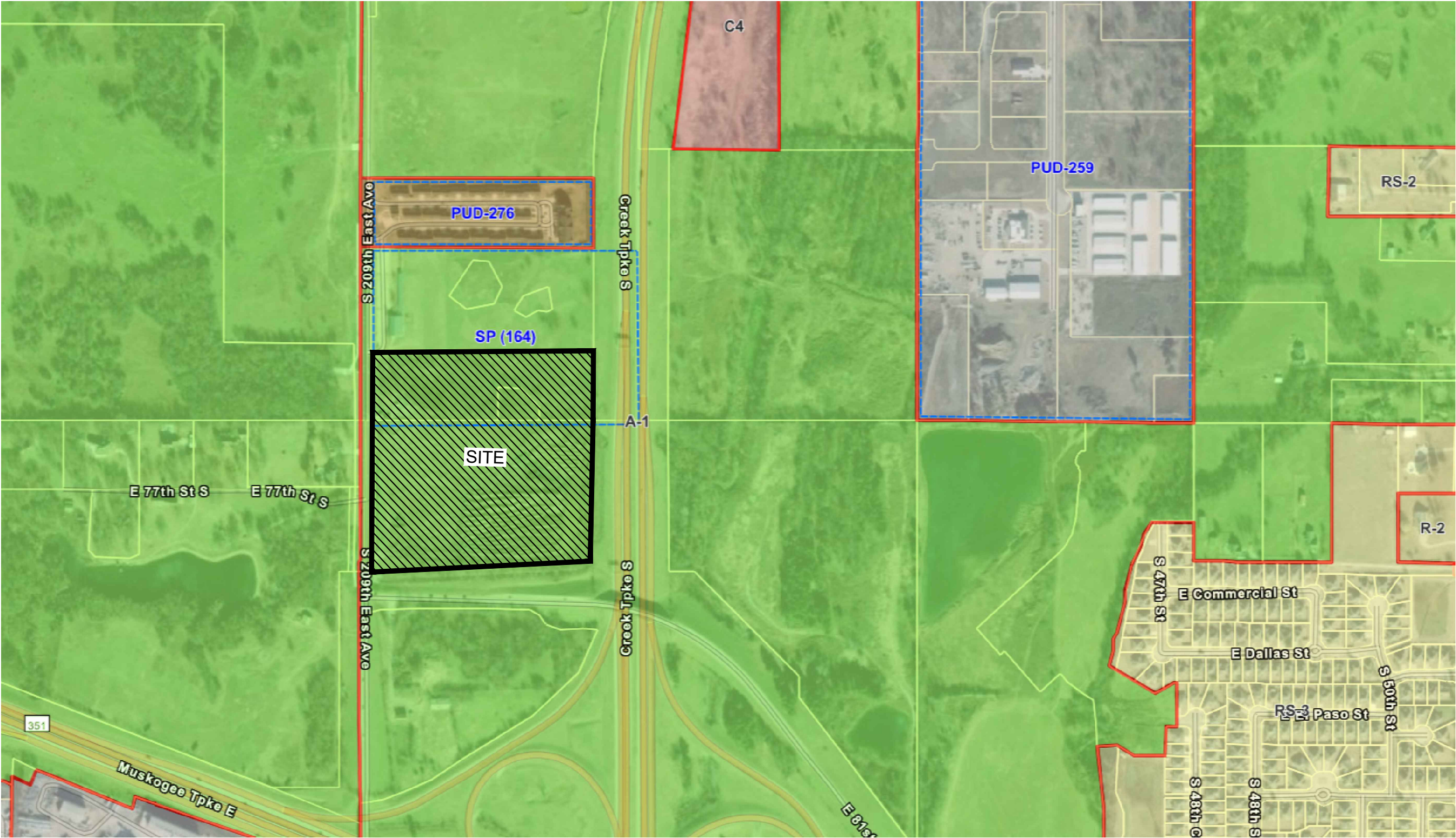
## EXHIBIT 'B'

### CONCEPTUAL SITE PLAN

## AMERICAN STORAGE OF BA

PUD-XXXXXX-2025

Date: November 10, 2025



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123 north martin luther king jr. blvd.  
tulsa, oklahoma 74103  
918.584.5858



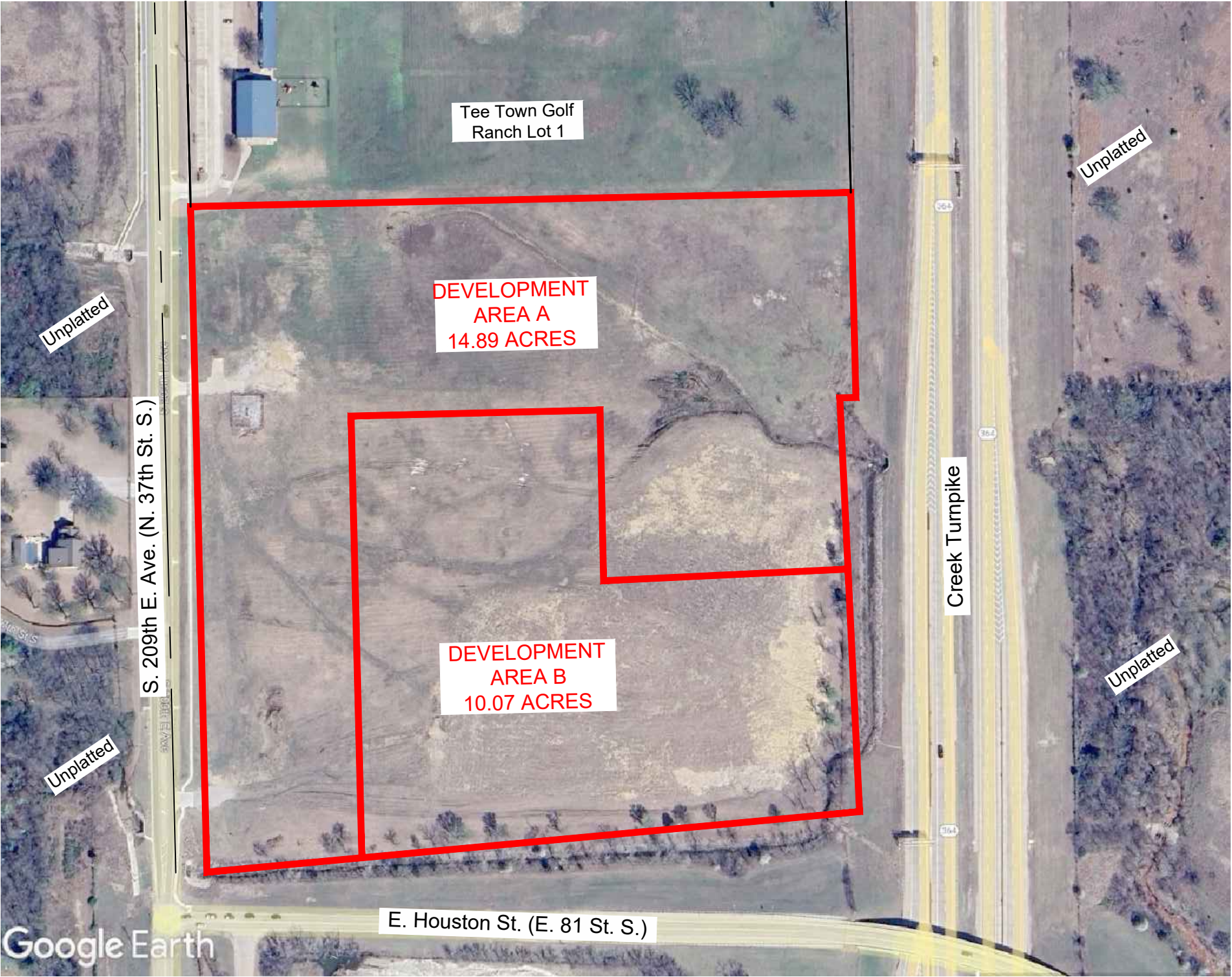
# EXHIBIT 'C'

## EXISTING ZONING MAP

# AMERICAN STORAGE OF BA

PUD-XXXXXX-2025

Date: November 10, 2025



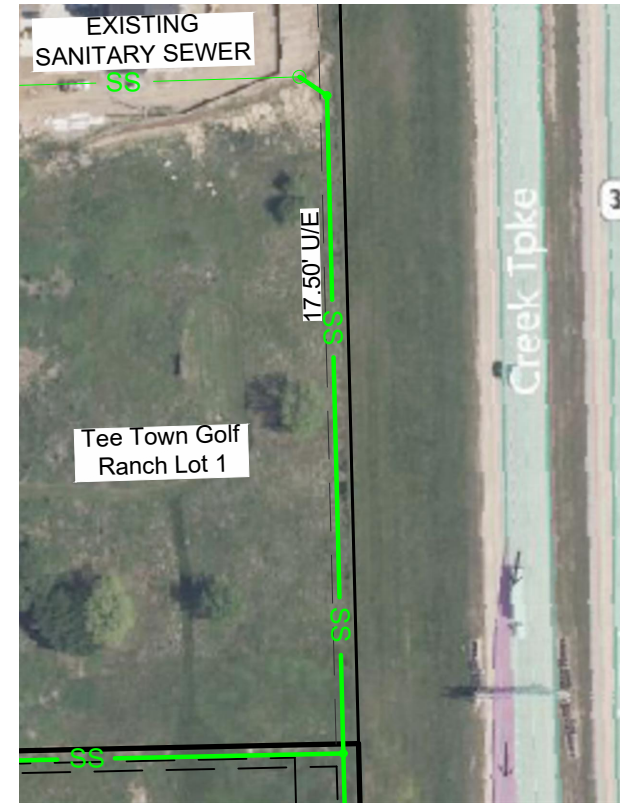
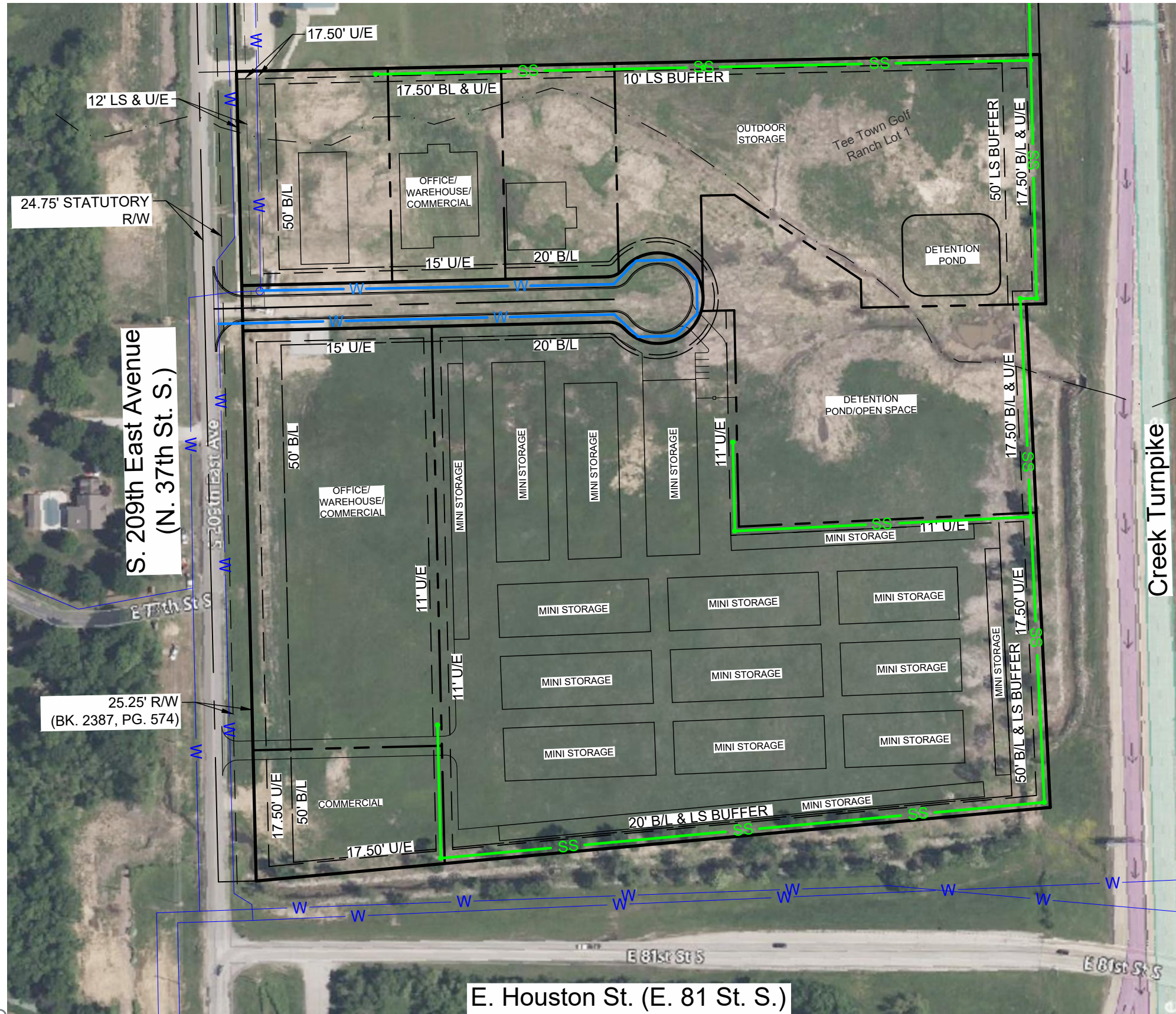
**EXHIBIT 'D'**  
**DEVELOPMENT AREAS**  
**AMERICAN STORAGE OF BA**  
**PUD-XXXXXX-2025**

Date: November 10, 2025

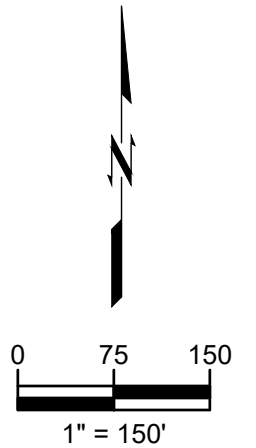


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tulsa, oklahoma 74103  
918.584.5858



SANITARY SEWER  
CONNECTION TO NORTH



## EXHIBIT 'E' CONCEPTUAL UTILITY PLAN

# AMERICAN STORAGE OF BA

PUD-XXXXXX-2025

Date: November 10, 2025



# City of Broken Arrow

## Request for Action

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**File #: 26-118, Version: 1**

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**Broken Arrow City Council  
Meeting of: January 6, 2026**

**Title:**

Approval of and authorization to execute an agreement for automatic aid in fire protection, first response, dispatch, and mutual aid in fire protection and first response between the Rolling Hills Fire Protection District and the City of Broken Arrow

**Background:**

The City of Broken Arrow and the Rolling Hills Fire Protection District have jointly identified overlapping jurisdictional boundaries served by each respective fire department.

Additionally, within the Rolling Hills Fire Protection District's response area there are various areas where a Broken Arrow Fire Department response unit may be closer than a Rolling Hills Fire Protection District (RHFD) response unit; and there may be various areas within Broken Arrow's response area where a Rolling Hills Fire Protection District response unit may be closer than a Broken Arrow Fire Department (BAFD) response unit.

Both the Rolling Hills Fire Protection District and Broken Arrow Fire Departments have worked together to forge a working relationship to provide the citizens in these areas with the best response possible utilizing existing available resources while also increasing the safety of all firefighters working on emergency scenes in these areas.

For priority one medical emergencies (life threatening emergencies) and all structure fires, each entity has agreed to respond the closest suppression unit, if available. However, neither party is required to dispatch equipment or personnel to a fire protection or first response incident located more than ten (10) miles from its closest fire station.

Additionally, Broken Arrow has agreed to implement policies, procedures, and technologies necessary to notify Rolling Hills Fire Protection District of any fire, rescue, and/or medical 911 emergency calls (non-law enforcement 911 calls) within the affected area (overlapping jurisdiction).

Lastly, the agreement will provide for a converging response on incidents located on divided highways in each other's jurisdictions.

Recognizing that Broken Arrow incurs ongoing costs for dispatch and communication services provided to the Rolling Hills Fire Protection District, the Rolling Hills Fire Protection District agrees to pay Broken Arrow a flat fee of ten-thousand dollars (\$10,000) per year for dispatch and technology services.

The period from January 1, 2026, to December 31, 2026, shall serve as a pilot program to assess the demand for services and the benefits to both parties. Full payment shall be made by Rolling Hills Fire Protection District to the City of Broken Arrow annually by February 1st. After December 31, 2026, the cost will be reevaluated by the parties on an annual basis.

**Cost:** \$0

**Funding Source:** NA

**Requested By:** Jeremy K. Moore, Fire Chief

**Approved By:** City Manager's Office

**Attachments:** BAFD-RHFD\_ResponseAgreement-2025

**Recommendation:**

Approve and authorize execution of agreement for automatic aid in fire protection, first response, dispatch, and mutual aid in fire protection and first response between the Rolling Hills Fire Protection District and the City of Broken Arrow

# **AGREEMENT FOR AUTOMATIC AID IN FIRE PROTECTION AND FIRST RESPONSE AND MUTUAL AID IN FIRE PROTECTION AND FIRST RESPONSE**

THIS AGREEMENT FOR AUTOMATIC AID IN FIRE PROTECTION AND FIRST RESPONSE AND MUTUAL AID IN FIRE PROTECTION AND FIRST RESPONSE (the "Agreement") is made and entered into this 22 day of DECEMBER, 2025, by and between the ROLLING HILLS FIRE PROTECTION DISTRICT, Oklahoma, a rural fire department established by a vote of Wagoner County citizens, ("Rolling Hills Fire Protection District") and the CITY OF BROKEN ARROW, Oklahoma, a municipal corporation ("Broken Arrow").

WHEREAS, within Rolling Hills Fire Protection District Fire Department's response area there are various areas where a Broken Arrow Fire Department response unit may be closer than an Rolling Hills Fire Protection District Fire Department response unit and there may be various areas within Broken Arrow's response area where a Rolling Hills Fire Protection District Fire Department response unit may be closer than a Broken Arrow Fire Department response unit; and

WHEREAS, Rolling Hills Fire Protection District and Broken Arrow also have overlapping jurisdictional boundaries, which may be referred to herein as the "affected areas"; and

WHEREAS, Rolling Hills Fire Protection District and Broken Arrow desire that all citizens experiencing a fire and/or a Medical Emergency within either Rolling Hills Fire Protection District's or Broken Arrow's response area receive the best possible response times from the nearest response unit when possible; and

WHEREAS, Rolling Hills Fire Protection District and Broken Arrow desire that all citizens receive a response with adequate personnel and in a timely manner to provide the best opportunity for a citizen's survivability and safety;

WHEREAS, Rolling Hills Fire Protection District and Broken Arrow desire that first responders from both communities have sufficient and trained personnel on an emergency scene in a timely manner, and working together to provide the highest levels of safety for fellow responders; and

WHEREAS, Rolling Hills Fire Protection District and Broken Arrow desire that all first responders from both communities have sufficient joint training, radio communications, and common policies for incident command and emergency operations to provide for the safety and survivability of citizens and responders alike; and

WHEREAS, It is understood by both the Rolling Hills Fire Protection District and Broken Arrow that regardless of any changes, including any decreases, eliminations, or withdrawals from and/or any increases, additions, or incorporations, to existing Rolling Hills Fire Protection District or the Broken Arrow City limits jurisdictional boundaries, that the current ambulance transport territories and responsibilities for the respective jurisdictions and response areas will be unchanged by this agreement; and per the Oklahoma State Department of Health both agencies shall maintain their current ambulance responses territories and responsibilities; and

WHEREAS, it is understood that currently both Rolling Hills Fire Protection District and Broken Arrow utilize and/or maintain independent 911 Public Safety Answering Points (PSAP) and Communication centers. As such, both Rolling Hills Fire Protection District and Broken Arrow recognize that simultaneous dispatch from each independent Communication Center is not currently possible. The Parties understand that timely dispatch of the assisting department is dependent on the respective Communication Center receiving the citizen's request for service and relaying it to the assisting department. However, both Rolling Hills Fire Protection District and Broken Arrow agree that the timely and accurate collection of 911 information and relaying that pertinent information to both agencies in a prompt and thorough manner is critically important to responders and citizens alike; and

WHEREAS, both Rolling Hills Fire Protection District and Broken Arrow will continue to jointly strive to identify technologies, practices, and opportunities to reduce delays and response times in delivering fire protection and first response in the affected areas. The current PSAP will remain unchanged and shall not be altered by this agreement; and

WHEREAS, both Rolling Hills Fire Protection District and Broken Arrow agree that utilizing the current Broken Arrow Fire Department "MAIN" dispatch frequency for both department's initial dispatches in the affected areas (overlapping jurisdictions) provides the most timely, effective, and efficient means of communications. The Parties understand that significant emergency incidents involving multiple units and/or agencies may require participating units to be moved to a tactical frequency for the duration of those incidents. Units from each department will verbalize their response when entering another jurisdiction to ensure all responding units are aware of the incoming resources; and

WHEREAS, the Rolling Hills Fire Protection District shall bear all costs, including labor, materials, and/or subscriptions and licenses necessary to upgrade its computer software, hardware, radios, and alerting systems in order to achieve the desired integration with the Broken Arrow Computer Aided Dispatch (CAD) system. This includes providing Information Technology security, as determined by Broken Arrow, enabling station alerting, dashboard notifications, and two-way communication between the CAD and the District's Records Management System (RMS) vendor.

FURTHERMORE, Both Rolling Hills Fire Protection District and Broken Arrow will continue to jointly strive to identify technologies, practices, and opportunities to reduce delays and response times in delivering fire protection and first response in the affected areas.

NOW THEREFORE, the parties hereto agree as follows:

1. **Duration of Agreement:** This Agreement shall be effective as of the date it is executed by both the Board Chairman of the Rolling Hills Fire Protection District and the Mayor of Broken Arrow and shall remain in full force and effect for an indefinite period until terminated by either party. Either party may terminate this Agreement by giving ninety (90) days prior written notice to the other party at the address shown below, unless a party otherwise designates in writing. Notice shall be deemed effective when received.

Rolling Hills Fire Protection District  
Attn. Fire Chief

City of Broken Arrow  
Attn. Fire Chief  
220 S. First Street  
Broken Arrow, OK 74012

2. **Services provided by Broken Arrow:**

**AUTOMATIC AID RESPONSE:** When a structure fire incident or a Priority 1 medical emergency, occurs at a location that is 1) within the Rolling Hills Fire Protection District's response area but 2) the Broken Arrow Fire Department has a closer available unit, the Broken Arrow Fire Department will provide a response with the closest fire apparatus, if available. Dispatch of the designated Broken Arrow Fire unit should occur without delay and/or simultaneously with the dispatch of a Rolling Hills Fire Protection District assignment for the incident. Furthermore, if a working fire is confirmed Broken Arrow should send at least two (2) suppression units and an ambulance, if available.

On all divided highways, such as the Creek and Muskogee Turnpike, Broken Arrow should dispatch a response unit, if available, to ensure a converging approach is made on all emergency calls.

**MUTUAL AID RESPONSE:** Upon request to an Authorized Representative of Broken Arrow by an Authorized Representative of Rolling Hills Fire Protection District, equipment and personnel of Broken Arrow Fire Department, if available, will be dispatched to a fire protection or a first response incident in the Rolling Hills Fire Protection District response area. For purposes of this Agreement, "Authorized Representative" means a person authorized by his or her respective Fire Chief to represent the fire department.

**DISPATCH SERVICES:** Broken Arrow shall collaboratively implement policies, procedures, and technologies necessary to notify Rolling Hills Fire Protection District of any fire, rescue, and/or medical 911 emergency calls (non-law enforcement 911 calls) within the affected area (overlapping jurisdiction).

The City of Broken Arrow agrees to utilize the current Broken Arrow Fire Department "MAIN" dispatch frequency for all departments' initial dispatches to provide the most timely, effective, and efficient means of communications. For significant emergency incidents involving multiple units and/or agencies, responding units should be moved to a tactical frequency for the duration of those incidents. In the event that an incident, and its responding units, are moved to one or more tactical frequencies, the Broken Arrow's Communication Center shall actively monitor those frequencies for incident specific communications with the Communications Center.

The City of Broken Arrow shall implement and support the necessary policies, procedures, and technology infrastructure to allow the Rolling Hills Fire Protection District to receive notifications from the Broken Arrow CAD system, including IT security, station alerting, dashboard notifications, and CAD-to-RMS vendor communication, at the expense of the Rolling Hills Fire Protection District.

The City of Broken Arrow shall schedule periodic implementation progress meetings with the Rolling Hills Fire Protection District to facilitate the transition.

### **3. Services provided by Rolling Hills Fire Protection District:**

**AUTOMATIC AID RESPONSE:** When a structure fire incident or a Priority 1 medical emergency, occurs at a location that is 1) within the Broken Arrow Fire Department's response area, but 2) the Rolling Hills Fire Protection District has a closer available unit, the Rolling Hills Fire Protection District will provide a response with the closest fire apparatus (first response only and not intended to substitute for an ambulance transport), if available. Dispatch of the designated Rolling Hills Fire Protection District unit should occur without delay and/or simultaneously with the dispatch of a Broken Arrow Fire Department assignment for the incident. The on-scene Incident Commander may request additional resources from the Rolling Hills Fire Protection District as described below under mutual aid.

On all grass fires east of 193rd East Avenue (County Line) between E 41st and 101st (New Orleans), if available, Rolling Hills shall respond a brush truck apparatus.

On all divided highways, such as the Creek and Muskogee Turnpike, the Rolling Hills Fire Protection District should dispatch a response unit, if available, to ensure a converging approach is made on all emergency calls.

**MUTUAL AID RESPONSE:** Upon request to an Authorized Representative of Rolling Hills Fire Protection District by an Authorized Representative of Broken Arrow, one or more units of equipment and personnel of the Rolling Hills Fire Protection District Fire Department, if available, shall be dispatched to the location of a fire protection or first response incident in the City of Broken Arrow or the Broken Arrow Fire Department's response area.

**DISPATCH SERVICES:** The Rolling Hills Fire Protection District shall collaboratively implement policies, procedures, and technologies necessary to receive dispatch information on all fire, rescue, and medical 911 emergency calls (non-law enforcement 911 calls) within the affected areas from Broken Arrow's Communication Center.

The Rolling Hills Fire Protection District shall bear all costs, including labor, materials, and/or subscriptions or licenses necessary to upgrade its computer software, hardware, radios, and alerting systems in order to achieve the desired integration with the Broken Arrow Computer Aided Dispatch (CAD) system. This includes purchasing all network and system hardware as specified, and purchasing Information Technology security services, as determined by Broken Arrow, enabling station alerting, dashboard notifications, and two-way communication between the CAD and the District's Records Management System (RMS) vendor.

4. **Ten-mile radius:** Neither party is required to dispatch equipment or personnel to a fire protection or first response incident located more than ten miles from its closest Fire Station.

5. **Expenses:** Each party shall bear its own costs for services provided under this Agreement, including any damage or injury to its equipment or personnel. Both parties agree to honor the fire and/or EMS subscription services of the other jurisdiction, including subscriptions held by citizens paying property taxes to the Rolling Hills Fire Protection District. Each party may waive out-of-pocket expenses for the other jurisdiction's subscription members but retains the right to bill insurance companies for services rendered. For example, Broken Arrow's Out of City LifeRide EMS subscription program will be honored by Rolling Hills Fire Protection District, and citizens within the Rolling Hills Fire Protection District will not be invoiced for fire protection services provided by Broken Arrow. However, Broken Arrow may continue to invoice all citizens, regardless of jurisdictional boundaries, for EMS transport services. This agreement does not alter the property taxes levied by either jurisdiction in any manner.

Residents outside the corporate city limits of Broken Arrow or the Rolling Hills Fire Protection District (unincorporated areas) who do not participate in either party's fire and EMS subscription services may be billed for services in accordance with each party's respective ordinances or policies.

Recognizing that Broken Arrow incurs ongoing costs for dispatch and communication services provided to the Rolling Hills Fire Protection District, the Rolling Hills Fire Protection District agrees to pay Broken Arrow a flat fee of ten-thousand dollars (\$10,000) per year for dispatch and technology services described herein. The period from January 1, 2026, to December 31, 2026, shall serve as a pilot program to assess the demand for services and the benefits to both parties. Full payment shall be made by Rolling Hills Fire Protection District to the City of Broken Arrow annually by February 1<sup>st</sup>. After December 31, 2026, the cost will be reevaluated by the parties on an annual basis.

6. **No agency:** It is expressly understood and agreed that each party shall be and remain independent. No agency relationship exists between the parties. Each party shall be solely responsible for the conduct of its respective personnel and equipment. Each party agrees to hold the other free and harmless from liability that may be incurred by reason of the reasonable conduct of each respective party's equipment and personnel.

7. **Waiver:** Except as otherwise provided herein, each party waives all claims against the other for compensation for any loss damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

8. **Governing law and venue:** This Agreement shall be governed by the laws of the State of Oklahoma and any lawsuit related to this Agreement shall be filed in Tulsa County, Oklahoma. Neither party hereto waives any defenses or rights available pursuant to the Government Tort Claims Act, 51 Oklahoma Statutes, Sections 151 et seq., common law, statutes, or constitutions of the United States or the State of Oklahoma.

9. **Entire agreement:** This Agreement constitutes the entire agreement of the parties and supersedes any and all prior agreements, oral or otherwise, relating to the subject matter of the Agreement. This Agreement may only be modified or amended in writing and signed by both parties.

IN WITNESS THEREOF, this Agreement has been executed in multiple copies on the dates set forth below.

**ROLLING HILLS FIRE  
PROTECTION DISTRICT,  
OKLAHOMA,**

**CITY OF BROKEN ARROW,  
OKLAHOMA,**

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED as to form:

APPROVED as to form:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
City Attorney

APPROVED:

APPROVED:

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Fire Chief

2000



# City of Broken Arrow

## Request for Action

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**File #: 26-122, Version: 1**

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**Broken Arrow City Council  
Meeting of: 01-06-2026**

**Title:**

Approval of and authorization to execute Change Order No. 1 with Mammoth Sports Construction LLC for the Nienhuis Park Synthetic Turf Fields project (2460360)

**Background:**

The Nienhuis Park Synthetic Turf fields project was to install turf on fields 1 and 4. This project included drainage so during heavy downpours the fields would not be flooded.

Change Order #1 addresses the following additions/deletions/changes to the contract:

- Remove and relocate existing scoreboards on fields 1 and 4. This includes new I beam for scoreboards, concrete around the bases, redo the electric and moving the electric lines from the field. The sod is also included
- 14 days of added time

**The total cost for Change Order #1 amounts to \$24,000**

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$0
This Change Order(s):	\$24,000
Total Cost of Change Orders:	\$24,000
Original Contract Amount:	\$1,560,739.20
Revised Contract Amount:	\$1,584,739.20

Percent Change in Contract:	1.54%
Applicable to Comp. Bid Act:	1.54%

**Cost:** \$24,000

**Funding Source:** 2018 GO Bond

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

**Approved By:** City Manager's Office

**Attachments:** Turf Fields Change Order 1

**Recommendation:**

Approve and authorize execution of Change Order No. 1 with Mammoth Sports Construction LLC for the Nienhuis Park Synthetic Turf Fields project (2460360)



Mammoth Sports Construction, LLC  
3922 74th St  
Meriden, Kansas 66512  
Phone: (785) 400-6136

**PCCO #001**

**Project:** 25-1083-01 - Nienhuis Park FB Conversions RFP  
3201 N 9th St.  
Broken Arrow, Oklahoma 74012

## Prime Contract Change Order #001: CE #001 - Relocation of Scoreboards

<b>TO:</b>	<b>City of Broken Arrow</b> PO Box 610 Broken Arrow, Oklahoma 74013-0610	<b>FROM:</b>	<b>Mammoth Sports Construction</b> 601 E Wyandotte St. Meriden, Kansas 66512
<b>DATE CREATED:</b>	9/25/2025	<b>CREATED BY:</b>	Courtney McDonald (Mammoth Sports Construction)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>	14 days	<b>EXECUTED:</b>	No
<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>		<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
<b>CONTRACT FOR:</b>	1:Purchase Order - 22503357	<b>TOTAL AMOUNT:</b>	\$24,000.00

**DESCRIPTION:**

CE #001 - Relocation of Scoreboards

**Relocation of Scoreboards**

-remove and relocate existing scoreboards on fields 1 and 4. Includes new I-beam for scoreboards and concrete around base.  
-redo electric to the scoreboards, moving the electric off the fields.  
-restoration and sod

Adds 14 days to contractual project time.

**ATTACHMENTS:**

[Nienhuis Change Order #1.pdf](#)

**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

PCO #	Title	Schedule Impact	Amount
001	CE #001 - Relocation of Scoreboards	14 days	\$24,000.00
<b>Total:</b>			\$24,000.00

The original (Contract Sum)	\$1,560,739.20
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$1,560,739.20
The contract sum would be changed by this Change Order in the amount of	\$24,000.00
The new contract sum including this Change Order will be	\$1,584,739.20
The contract time will be increased by this Change Order by 14 days.	

**City of Broken Arrow**  
PO Box 610  
Broken Arrow, Oklahoma 74013-0610

**Mammoth Sports Construction**  
601 E Wyandotte St.  
Meriden, Kansas 66512

**Dustin Boyd**

Digitally signed by Dustin Boyd  
DN: c=US, e=dustin.boyd@mammoth.co,  
cn=Dustin Boyd  
Date: 2025.12.30 07:57:46-07'00'

**SIGNATURE** **DATE**

**SIGNATURE** **DATE**

Mammoth Sports Construction, LLC

Page 1 of 1

Printed On: 9/25/2025 08:31 AM



**Public Contract  
Application for  
Contractual Changes  
Contract Change Order # 1**

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

Project Name: <u>Nienhuis Park Synthetic Turf</u>	Project Number: <u>2460360</u>
PO Number: <u>22503357</u>	Date of Application: <u>Thursday, September 18, 2025</u>
Contractor: <u>Mammoth Sports Construction LLC</u>	Submitted By: <u>Dustin Boyd</u>

**Summary of Change in Scope of Work**

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

Change of Work Items Included in this Change Order:

- 1) Remove and relocate existing scoreboards on fields 1, and 4. Includes new I beam for scoreboards, and concrete around base.
- 2) Redo electric to the scoreboards, moving the electric off the fields.
- 3) Restoration and sod.
- 4)
- 5)

Change in Contractual Project Time:

- 1) 14 Days
- 2)

Plan Sheets or Additional Documents Attached:    ☐ Yes    ☒ No    ☐ Other: \_\_\_\_\_

**Work Order Quantities**

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
1		Remove & Relocate Scoreboards	Ea	\$ 6,000.00	2	\$ 12,000.00
2		Electrical work	Ea	\$ 5,000.00	2	\$ 10,000.00
3		Restoration and sod	LS	\$ 2,000.00	1	\$ 2,000.00
4						\$ -
5						\$ -

Total Change Cost:    \$    24,000.00

**Summary of Project Costs**

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 1,560,739.20
Current Change Order:	\$ 24,000.00	Amended Contract Amount:	\$ 1,584,739.20
Total Cost of Change Orders:	\$ 24,000.00	Percent Change in Contract:	1.54%
Total Cost Applicable to CBA:	\$ 24,000.00	Percent Change Applicable to CBA:	1.54%

**Change Order Authorization**

Change Order # <u>1</u> in the sum of: \$ <u>24,000.00</u> has been reviewed by all parties and is recommended for approval by:			
Contractor Submitting Change Order:	<u>Dustin Boyd</u>	<u>Dustin Boyd</u>	<u>12-30-2025</u>
	Name	Signature	Date
Construction Division Manager:	<u>Nathanael T. Kohl, PE</u>	<u>Nathanael Kohl</u>	<u>12/30/2025</u>
	Name	Signature	Date
Director of Engineering & Construction:	<u>Charlie Bright, PE</u>	<u>Nathanael Kohl</u>	<u>12/30/2025</u>
	Name	Signature	Date
Assistant City Manager - Operations:	<u>Kenneth D Schwab, PE</u>	<u>Kenneth Schwab</u>	<u>12/30/2025</u>
	Name	Signature	Date
City Manager:	<u>Michael Spurgeon</u>		
	Name	Signature	Date

**This Change is Executed Through:**

- ☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.  
or  
☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : \_\_\_\_\_

Council Agenda Number: \_\_\_\_\_

Page 1 of 1    City Clerk: \_\_\_\_\_



# City of Broken Arrow

## Request for Action

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**File #:** 26-119, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 01/06/2026**

**Title:**

Ratification of the Claims List Check Register Dated December 29, 2025

**Background:**

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from December 09, 2025 through December 29, 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 \$6,670,671.44 for the various funds.

Governmental Funds	\$3,075,509.60
BAMA	<u>\$3,595,161.84</u>
Total	\$6,670,671.44

A summary by funds and detail are attached.

**Cost:** \$3,075,509.60

**Funding Source:** General Fund and Miscellaneous Funds

**Requested By:** Cynthia S. Arnold, Finance Director

**Approved By:** City Manager's Office

**Attachments:** Check Register dated December 29, 2025

**Recommendation:**..recommend

Ratify Claims List Check Register dated 12/29/2025

**City of Broken Arrow**  
**Check Register by Fund**



**RECAP**

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	251,686.41	837
220	BA MUNICIPAL AUTHORITY	3,595,161.84	1,042
227	CVB-HOTEL MOTEL	40,462.40	43
330	SALES TAX CAPITAL IMPROVEMENT	335,299.18	22
331	POLICE ENHANCEMENTS	13,718.62	1
336	E 911	1,072.00	1
342	STREET LIGHT FUND	40,629.53	14
343	STREET SALES TAX FUND	103,353.85	15
344	PS SALES TAX POLICE	334,317.95	432
345	PS SALES TAX FIRE	102,624.06	207
592	2014 BOND ISSUE	169,825.89	3
593	2018 BOND ISSUE	273,932.78	18
660	WORKERS COMPENSATIONS	101,530.36	12
661	GROUP HEALTH AND LIFE	189,832.05	7
770	DEBT SERVICE GO BOND	1,115,512.52	6
882	AGENCY FUND DEPOSITS	1,712.00	4
Total		6,670,671.44	2,664

City of Broken Arrow  
Check Register by Fund

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Fund 110

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
12/11/2025	202750	826 LOWES	89997	BLANKET PO FOR MISC. ITEMS	1106000  560230		2026/6	24.16
			95168	BLANKET PO FOR MISC. ITEMS	1106005  560230		2026/6	96.30
			79427	BLANKET PO FOR MISC. ITEMS	1106000  560230		2026/6	25.12
			82495	BLANKET PO FOR MISC. ITEMS	1101700  560180		2026/6	28.48
			82061	BLANKET PO FOR MISC. ITEMS	1106001  560180		2026/6	47.42
			85802 10012025	BLANKET PO FOR MISC. ITEMS	1106000  560180		2026/6	5.68
			89915	BLANKET PO FOR MISC. ITEMS	1101700  560180		2026/6	111.12
			91154 10022025	BLANKET PO FOR MISC. ITEMS	1101700  560180		2026/6	20.86
			81274	BLANKET PO FOR MISC. ITEMS	1105300  560180		2026/6	45.54
			83366	BLANKET PO FOR MISC. ITEMS	1101700  560180		2026/6	397.83
				<b>Total For Check # 202750</b>				<b>802.51</b>
12/11/2025	202753	3840 AMERICAN EXPRESS	NOV 2025 STATEMENT	NOVEMBER 2025 STATEMENT-AMEX ONE	1101501  540550		2026/6	239.00
				<b>Total For Check # 202753</b>				<b>239.00</b>
12/11/2025	334867	1121 BRIAN TUCKER	PDR 12152025	PER DIEM 12/15-12/16/25	1105315  550030		2026/6	104.00
				<b>Total For Check # 334867</b>				<b>104.00</b>
12/11/2025	334870	3258 CODY MORRIS	PDR 12152025	PER DIEM 12/15-12/16/25	1105315  550030		2026/6	104.00
				<b>Total For Check # 334870</b>				<b>104.00</b>
12/11/2025	334871	4633 COLONIAL LIFE & ACCIDENT	182417	Payroll Run 1 - Warrant 251121	110  218590		2026/5	1,390.99
				<b>Total For Check # 334871</b>				<b>1,390.99</b>
12/11/2025	334875	1344 OKLAHOMA UNIFORM BUILDING	NOV 2025	OUBCC FEES FOR NOV 2025	110  280300		2026/6	1,632.00
				<b>Total For Check # 334875</b>				<b>1,632.00</b>
12/11/2025	334897	149 AMERICAN ELECTRIC	183-137-4-1 11192025	FY26 ANNUAL AGREEMENT 951-183-137-4-	1106004  550250		2026/6	2,321.46
			284-103-0-3 11242025	FY26 ANNUAL AGREEMENT 953-284-103-0	1105315  550250		2026/6	95.87
			391-910-0-2 11142025	FY26 ANNUAL AGREEMENT SINGLES	1106000  550250		2026/6	40.27
			464-965-0-8 11142025	FY26 ANNUAL AGREEMENT SINGLES	1106000  550250		2026/6	66.65
				<b>Total For Check # 334897</b>				<b>2,524.25</b>
12/11/2025	334899	4940 ALPHA AWARDS AND	INV-1953	TROPHY FOR MERCHANT DECOR	1101315  550280		2026/6	54.00
				<b>Total For Check # 334899</b>				<b>54.00</b>
12/11/2025	334900	4935 AMAZON.COM SALES INC	1KWT-JWP6-VL73	SUPPLIES & CHAIR	1101501  560030		2026/6	58.38
			1KWT-JWP6-VL73	SUPPLIES & CHAIR	1101501  560230		2026/6	38.83
			1CCP-PTH1-M39X	ITEM: VIVO 32 inch Desk Converter, K	1101400  560240		2026/6	265.98
			1ND4-FL43-FXYR	SUPPLIES & CHAIR	1101501  560240		2026/6	159.99
			1JKC-F9XD-FQRD	COBA Civitan's Float Supply Purchase	1101700  560230		2026/6	160.10
			1C71-76N9-9RVM	Office Supplies	1101102  560030		2026/6	42.74
			1JFH-Y4L1-799F	ITEM: Moleskine Cahier Journal, Soft Cover,	1101400  560030		2026/6	43.30

City of Broken Arrow  
Check Register by Fund

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			16D9-H4WX-P79K	Recreation Supplies	1106002  560330		2026/6	17.09
			1163-6MQJ-VY1D	RECREATION SUPPLIES	1106002  560330		2026/6	48.35
			14TY-4NQG-WK1H	HEADSET FOR NPCC	1106002  560330		2026/6	29.99
			1CCP-9TH1-DCHX	Recreation Supplies	1106002  560330		2026/6	39.10
			1R9F-6VTR-GQTY	Materials and Supplies	1105315  560230		2026/6	150.90
			1746-RQ3K-KXML	Office Supplies	1101102  560030		2026/6	42.86
			1746-RQ3K-KXML	Office Supplies	1101102  560230		2026/6	47.98
			1FRR-GCQF-JMLY	ITEMS FOR THE COMMS DEPARTMENT -	1101310  560230		2026/6	-8.59
			1WHM-LFJY-YNXX	Mailbox	1105300  560230		2026/6	-75.42
				<b>Total For Check # 334900</b>				<b>1,061.58</b>
12/11/2025	334905	4846 APAC-CENTRAL, INC.	7002361868	BLANKET PO FOR ASPHALT (PRIMARY	1105300  560800		2026/6	256.41
			7002361889	BLANKET PO FOR ASPHALT (PRIMARY	1105300  560800		2026/6	1,513.89
			7002361901	BLANKET PO FOR ASPHALT (PRIMARY	1105300  560800		2026/6	936.18
				<b>Total For Check # 334905</b>				<b>2,706.48</b>
12/11/2025	334911	4674 BOOT BARN INC	INV00545881	BLANKET PO - BOOT BARN	1106000  560100		2026/6	200.00
			INV00545880	BLANKET PO - BOOT BARN	1106000  560100		2026/6	152.99
				<b>Total For Check # 334911</b>				<b>352.99</b>
12/11/2025	334913	19 BROKEN ARROW ELECTRIC	S3429962.001	BLANKET PO FOR MISC ELECTRICAL	1106001  560180		2026/6	123.92
				<b>Total For Check # 334913</b>				<b>123.92</b>
12/11/2025	334916	3492 CAROLYN JEAN KEY	NOV 2025	NOV 2025	1106002  550280		2026/6	60.48
				<b>Total For Check # 334916</b>				<b>60.48</b>
12/11/2025	334919	37 CINTAS CORPORATION	9348721092	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
			9348767906	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
			9348721085	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
			9348713714	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	198.00
			9348780679	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
			9348780678	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
			9348773465	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
				<b>Total For Check # 334919</b>				<b>792.00</b>
12/11/2025	334920	996 CITY OF BROKEN ARROW	182849	Payroll Run 1 - Warrant 251205	110  218180		2026/6	423.32
			182849	Payroll Run 1 - Warrant 251205	110  218360		2026/6	3,894.45
				<b>Total For Check # 334920</b>				<b>4,317.77</b>
12/11/2025	334922	1391 CLEAN THE UNIFORM CO	52167251	NIENHUIS PARK MAT DUST MOP TOWEL	1106002  540330		2026/6	26.19
			52166398	RENTAL CHARGES FOR DIVISION	1106000  540310		2026/6	136.73
			52166398	RENTAL CHARGES FOR DIVISION	1106000  540330		2026/6	0.34
			52165913	RENTAL CHARGES FOR DIVISION	1106000  540310		2026/6	33.04
			52165913	RENTAL CHARGES FOR DIVISION	1106003  540310		2026/6	50.10

**City of Broken Arrow**  
**Check Register by Fund**



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Fund 110

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			52165909	CLEAN FOR ALL DEPARTMENTS	1106005  540310		2026/6	10.15
			52165909	CLEAN FOR ALL DEPARTMENTS	1101700  540330		2026/6	24.49
			52167247	52167247 DEC 3, 2025 CITY HALL MATS	1101700  540330		2026/6	6.08
			52166394	NEIGHBORHOOD ENGAGEMENT UNIFORMS	1101415  540310		2026/6	49.84
			52164192	RAY HARRAL MAT	1106002  540330		2026/6	3.14
				<b>Total For Check # 334922</b>				<b>340.10</b>
12/11/2025	334923	474 CMRS-POC	NOV 2025	NOV 2025	1101700  550390		2026/6	3,156.78
				<b>Total For Check # 334923</b>				<b>3,156.78</b>
12/11/2025	334924	5323 COLUMN SOFTWARE PBC	B6BD5005-0266	PUBLICATIONS	1101700  550050		2026/6	19.77
			B6BD5005-0267	PUBLICATIONS	1101700  550050		2026/6	21.49
			D1321F95-0003	D1321F95-0003 12/01/2025	1101700  550050		2026/6	7.67
				<b>Total For Check # 334924</b>				<b>48.93</b>
12/11/2025	334928	882 COX COMMUNICATIONS	076689001 11242025	FY26 ANNUAL AGREEMENT 001 6311	1101700  550220		2026/6	607.62
			076689001 11242025	FY26 ANNUAL AGREEMENT 001 6311	1105300  550220		2026/6	149.95
			076689001 11242025	FY26 ANNUAL AGREEMENT 001 6311	1101200  550540		2026/6	354.32
			076689001 11242025	FY26 ANNUAL AGREEMENT 001 6311	1101315  550540		2026/6	56.59
			076689001 11242025	FY26 ANNUAL AGREEMENT 001 6311	1101700  550540		2026/6	1,467.05
			076689001 11242025	FY26 ANNUAL AGREEMENT 001 6311	1105300  550540		2026/6	158.94
			076689001 11242025	FY26 ANNUAL AGREEMENT 001 6311	1105310  550540		2026/6	138.99
			076689001 11242025	FY26 ANNUAL AGREEMENT 001 6311	1106000  550540		2026/6	704.97
			076689001 11242025	FY26 ANNUAL AGREEMENT 001 6311	1106001  550540		2026/6	183.93
			076689001 11242025	FY26 ANNUAL AGREEMENT 001 6311	1106002  550540		2026/6	450.97
			076689001 11242025	FY26 ANNUAL AGREEMENT 001 6311	1106004  550540		2026/6	355.98
			076689001 11242025	FY26 ANNUAL AGREEMENT 001 6311	1106005  550540		2026/6	98.99
				<b>Total For Check # 334928</b>				<b>4,728.30</b>
12/11/2025	334929	4794 DAIOHS FIRST CHOICE	TU-799182	COFFEE SERVICES COURT CLERKS	1101800  560230		2026/6	50.86
			TU-874645	COFFEE SERVICE	1101400  560230		2026/6	183.48
			TU-874645	COFFEE SERVICE	1101501  560230		2026/6	78.60
				<b>Total For Check # 334929</b>				<b>312.94</b>
12/11/2025	334938	64 FEDERAL EXPRESS	9-082-42531	NOV 27, 2025 1119-1744-2	1101700  550390		2026/6	14.94
				<b>Total For Check # 334938</b>				<b>14.94</b>
12/11/2025	334942	1948 FOREST ELLIOTT	NOV 2025	NOV 2025	1106002  550280		2026/6	675.00
				<b>Total For Check # 334942</b>				<b>675.00</b>
12/11/2025	334950	1244 GRANICUS, INC.	219525	GOV TRANS ENCODE METTING EFFIC	1101800  540550		2026/6	3,541.39
				<b>Total For Check # 334950</b>				<b>3,541.39</b>
12/11/2025	334955	5440 HHM FACILITY MANAGEMENT,	169408	CUSTODIAL BID# 25.161	1105300  540070		2026/6	13.35

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		NAME	INVOICE	DESCRIPTION				
	169408			CUSTODIAL BID# 25.161	1101700  540280		2026/6	19.68
	169408			CUSTODIAL BID# 25.161	1106002  540280		2026/6	32.45
	169409			CUSTODIAL BID# 25.161	1105300  540070		2026/6	67.70
	169409			CUSTODIAL BID# 25.161	1101700  540280		2026/6	99.80
	169409			CUSTODIAL BID# 25.161	1106002  540280		2026/6	164.53
	169411			CUSTODIAL BID# 25.161	1105300  540070		2026/6	52.66
	169411			CUSTODIAL BID# 25.161	1101700  540280		2026/6	77.61
	169411			CUSTODIAL BID# 25.161	1106002  540280		2026/6	127.97
	169412			CUSTODIAL BID# 25.161	1105300  540070		2026/6	4.89
	169412			CUSTODIAL BID# 25.161	1101700  540280		2026/6	7.21
	169412			CUSTODIAL BID# 25.161	1106002  540280		2026/6	11.88
	169413			CUSTODIAL BID# 25.161	1105300  540070		2026/6	21.06
	169413			CUSTODIAL BID# 25.161	1101700  540280		2026/6	31.05
	169413			CUSTODIAL BID# 25.161	1106002  540280		2026/6	51.19
	169414			CUSTODIAL BID# 25.161	1105300  540070		2026/6	36.11
	169414			CUSTODIAL BID# 25.161	1101700  540280		2026/6	53.23
	169414			CUSTODIAL BID# 25.161	1106002  540280		2026/6	87.75
	169415			CUSTODIAL BID# 25.161	1105300  540070		2026/6	37.61
	169415			CUSTODIAL BID# 25.161	1101700  540280		2026/6	55.45
	169415			CUSTODIAL BID# 25.161	1106002  540280		2026/6	91.40
	169416			CUSTODIAL BID# 25.161	1105300  540070		2026/6	47.01
	169416			CUSTODIAL BID# 25.161	1101700  540280		2026/6	69.31
	169416			CUSTODIAL BID# 25.161	1106002  540280		2026/6	114.26
	169417			CUSTODIAL BID# 25.161	1105300  540070		2026/6	186.18
	169417			CUSTODIAL BID# 25.161	1101700  540280		2026/6	274.45
	169417			CUSTODIAL BID# 25.161	1106002  540280		2026/6	452.45
	169418			CUSTODIAL BID# 25.161	1105300  540070		2026/6	9.03
	169418			CUSTODIAL BID# 25.161	1101700  540280		2026/6	13.31
	169418			CUSTODIAL BID# 25.161	1106002  540280		2026/6	21.94
	169419			CUSTODIAL BID# 25.161	1105300  540070		2026/6	15.04
	169419			CUSTODIAL BID# 25.161	1101700  540280		2026/6	22.18
	169419			CUSTODIAL BID# 25.161	1106002  540280		2026/6	36.56
	169420			CUSTODIAL BID# 25.161	1105300  540070		2026/6	56.42
	169420			CUSTODIAL BID# 25.161	1101700  540280		2026/6	83.15
	169420			CUSTODIAL BID# 25.161	1106002  540280		2026/6	137.11
	169421			CUSTODIAL BID# 25.161	1105300  540070		2026/6	13.16
	169421			CUSTODIAL BID# 25.161	1101700  540280		2026/6	19.41
	169421			CUSTODIAL BID# 25.161	1106002  540280		2026/6	31.99
	169422			CUSTODIAL BID# 25.161	1105300  540070		2026/6	112.83
	169422			CUSTODIAL BID# 25.161	1101700  540280		2026/6	166.33
	169422			CUSTODIAL BID# 25.161	1106002  540280		2026/6	274.21
	169410			CUSTODIAL BID# 25.161	1105300  540070		2026/6	60.18
	169410			CUSTODIAL BID# 25.161	1101700  540280		2026/6	88.70
	169410			CUSTODIAL BID# 25.161	1106002  540280		2026/6	146.25

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					<b>Total For Check # 334955</b>		<b>3,596.04</b>	
12/11/2025	334959	3731 INFAX INC	2759	2759 RENEWAL 11/12/25-11/11/2026	1101800  540550	2026/6	3,200.00	
					<b>Total For Check # 334959</b>		<b>3,200.00</b>	
12/11/2025	334962	2221 JOSEPHINE SHAW	NOV 2025	NOV 2025	1106002  550280	2026/6	630.00	
					<b>Total For Check # 334962</b>		<b>630.00</b>	
12/11/2025	334963	5131 KEVIN BEHE	15272	CITY COUNCIL 07/14/25	1101200  540070	2026/6	0.47	
			15272	CITY COUNCIL 07/14/25	1101700  540070	2026/6	2.58	
			15272	CITY COUNCIL 07/14/25	1105300  540070	2026/6	1.24	
			15272	CITY COUNCIL 07/14/25	1106000  540070	2026/6	2.17	
			15272	CITY COUNCIL 07/14/25	1106002  540070	2026/6	2.48	
			15272	CITY COUNCIL 07/14/25	1106005  540070	2026/6	0.62	
			15273	CITY COUNCIL 07/14/25	1101200  540070	2026/6	0.43	
			15273	CITY COUNCIL 07/14/25	1101700  540070	2026/6	2.38	
			15273	CITY COUNCIL 07/14/25	1105300  540070	2026/6	1.15	
			15273	CITY COUNCIL 07/14/25	1106000  540070	2026/6	2.00	
			15273	CITY COUNCIL 07/14/25	1106002  540070	2026/6	2.29	
			15273	CITY COUNCIL 07/14/25	1106005  540070	2026/6	0.57	
			15268	CITY COUNCIL 07/14/25	1101200  540070	2026/6	0.43	
			15268	CITY COUNCIL 07/14/25	1101700  540070	2026/6	2.38	
			15268	CITY COUNCIL 07/14/25	1105300  540070	2026/6	1.15	
			15268	CITY COUNCIL 07/14/25	1106000  540070	2026/6	2.00	
			15268	CITY COUNCIL 07/14/25	1106002  540070	2026/6	2.29	
			15268	CITY COUNCIL 07/14/25	1106005  540070	2026/6	0.57	
			15269	CITY COUNCIL 07/14/25	1101200  540070	2026/6	0.29	
			15269	CITY COUNCIL 07/14/25	1101700  540070	2026/6	1.59	
			15269	CITY COUNCIL 07/14/25	1105300  540070	2026/6	0.76	
			15269	CITY COUNCIL 07/14/25	1106000  540070	2026/6	1.34	
			15269	CITY COUNCIL 07/14/25	1106002  540070	2026/6	1.53	
			15269	CITY COUNCIL 07/14/25	1106005  540070	2026/6	0.38	
			15270	CITY COUNCIL 07/14/25	1101200  540070	2026/6	0.29	
			15270	CITY COUNCIL 07/14/25	1101700  540070	2026/6	1.59	
			15270	CITY COUNCIL 07/14/25	1105300  540070	2026/6	0.76	
			15270	CITY COUNCIL 07/14/25	1106000  540070	2026/6	1.34	
			15270	CITY COUNCIL 07/14/25	1106002  540070	2026/6	1.53	
			15270	CITY COUNCIL 07/14/25	1106005  540070	2026/6	0.38	
			15271	CITY COUNCIL 07/14/25	1101200  540070	2026/6	0.29	
			15271	CITY COUNCIL 07/14/25	1101700  540070	2026/6	1.59	
			15271	CITY COUNCIL 07/14/25	1105300  540070	2026/6	0.76	
			15271	CITY COUNCIL 07/14/25	1106000  540070	2026/6	1.33	
			15271	CITY COUNCIL 07/14/25	1106002  540070	2026/6	1.53	
			15271	CITY COUNCIL 07/14/25	1106005  540070	2026/6	0.38	

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		NAME	INVOICE	DESCRIPTION			
	15266			CITY COUNCIL 07/14/25		2026/6	0.22
	15266			CITY COUNCIL 07/14/25		2026/6	1.19
	15266			CITY COUNCIL 07/14/25		2026/6	0.57
	15266			CITY COUNCIL 07/14/25		2026/6	1.00
	15266			CITY COUNCIL 07/14/25		2026/6	1.14
	15266			CITY COUNCIL 07/14/25		2026/6	0.29
	15264			CITY COUNCIL 07/14/25		2026/6	0.43
	15264			CITY COUNCIL 07/14/25		2026/6	2.38
	15264			CITY COUNCIL 07/14/25		2026/6	1.15
	15264			CITY COUNCIL 07/14/25		2026/6	2.00
	15264			CITY COUNCIL 07/14/25		2026/6	2.29
	15264			CITY COUNCIL 07/14/25		2026/6	0.57
	15263			CITY COUNCIL 07/14/25		2026/6	0.43
	15263			CITY COUNCIL 07/14/25		2026/6	2.38
	15263			CITY COUNCIL 07/14/25		2026/6	1.15
	15263			CITY COUNCIL 07/14/25		2026/6	2.00
	15263			CITY COUNCIL 07/14/25		2026/6	2.29
	15263			CITY COUNCIL 07/14/25		2026/6	0.57
	15262			CITY COUNCIL 07/14/25		2026/6	0.22
	15262			CITY COUNCIL 07/14/25		2026/6	1.19
	15262			CITY COUNCIL 07/14/25		2026/6	0.57
	15262			CITY COUNCIL 07/14/25		2026/6	1.00
	15262			CITY COUNCIL 07/14/25		2026/6	1.14
	15262			CITY COUNCIL 07/14/25		2026/6	0.29
	15265			CITY COUNCIL 07/14/25		2026/6	0.43
	15265			CITY COUNCIL 07/14/25		2026/6	2.38
	15265			CITY COUNCIL 07/14/25		2026/6	1.15
	15265			CITY COUNCIL 07/14/25		2026/6	2.00
	15265			CITY COUNCIL 07/14/25		2026/6	2.29
	15265			CITY COUNCIL 07/14/25		2026/6	0.57
	15275			CITY COUNCIL 07/14/25		2026/6	0.35
	15275			CITY COUNCIL 07/14/25		2026/6	1.99
	15275			CITY COUNCIL 07/14/25		2026/6	0.95
	15275			CITY COUNCIL 07/14/25		2026/6	1.67
	15275			CITY COUNCIL 07/14/25		2026/6	1.91
	15275			CITY COUNCIL 07/14/25		2026/6	0.48
	15274			CITY COUNCIL 07/14/25		2026/6	0.93
	15274			CITY COUNCIL 07/14/25		2026/6	5.17
	15274			CITY COUNCIL 07/14/25		2026/6	2.48
	15274			CITY COUNCIL 07/14/25		2026/6	4.34
	15274			CITY COUNCIL 07/14/25		2026/6	4.96
	15274			CITY COUNCIL 07/14/25		2026/6	1.24
	15147			CITY COUNCIL 07/14/25		2026/6	0.29
	15147			CITY COUNCIL 07/14/25		2026/6	1.59

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		NAME	INVOICE	DESCRIPTION	G/L NUMBER	YEAR/PERIOD	AMOUNT
			15147	CITY COUNCIL 07/14/25	1105300  540070	2026/6	0.76
			15147	CITY COUNCIL 07/14/25	1106000  540070	2026/6	1.34
			15147	CITY COUNCIL 07/14/25	1106002  540070	2026/6	1.53
			15147	CITY COUNCIL 07/14/25	1106005  540070	2026/6	0.38
			15193	CITY COUNCIL 07/14/25	1101200  540070	2026/6	0.29
			15193	CITY COUNCIL 07/14/25	1101700  540070	2026/6	1.59
			15193	CITY COUNCIL 07/14/25	1105300  540070	2026/6	0.76
			15193	CITY COUNCIL 07/14/25	1106000  540070	2026/6	1.34
			15193	CITY COUNCIL 07/14/25	1106002  540070	2026/6	1.53
			15193	CITY COUNCIL 07/14/25	1106005  540070	2026/6	0.38
			15192	CITY COUNCIL 07/14/25	1101200  540070	2026/6	0.58
			15192	CITY COUNCIL 07/14/25	1101700  540070	2026/6	3.18
			15192	CITY COUNCIL 07/14/25	1105300  540070	2026/6	1.53
			15192	CITY COUNCIL 07/14/25	1106000  540070	2026/6	2.67
			15192	CITY COUNCIL 07/14/25	1106002  540070	2026/6	3.05
			15192	CITY COUNCIL 07/14/25	1106005  540070	2026/6	0.76
				<b>Total For Check # 334963</b>			<b>130.16</b>
12/11/2025	334969	131 LOCKE SUPPLY COMPANY	57033285-00	BLANKET PO FOR PLUMBING &	1106000  560180	2026/6	11.31
			57079096-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106001  560180	2026/6	198.48
				<b>Total For Check # 334969</b>			<b>209.79</b>
12/11/2025	334973	25 NAPA AUTO PARTS	21366	25945	1101700  560230	2026/6	3.51
			21366	263436	1101700  560230	2026/6	24.83
			21366	9431441	1101700  560230	2026/6	6.62
			21366	1013610	1101700  560230	2026/6	114.56
			21366	1013611	1101700  560230	2026/6	37.09
			21366	1013613	1101700  560230	2026/6	52.56
			21372	68096439AJ	1105310  560210	2026/6	488.28
			21373	SP35LG	1106000  560200	2026/6	75.50
			21376	8C3Z1015KCP	1105310  560190	2026/6	306.77
			21380	7060	1101415  560200	2026/6	4.25
			21380	4579	1101415  560200	2026/6	7.11
			21380	2725	1101415  560200	2026/6	15.92
			21380	5W20BULK	1101415  560210	2026/6	23.66
			21394	8195673	1106000  560200	2026/6	30.83
			21394	51608	1106000  560200	2026/6	5.76
			21403	809732	1106000  560200	2026/6	39.72
			21477	1042	1106000  560200	2026/6	4.25
			21477	2488	1106000  560200	2026/6	13.80
			21477	9006N	1106000  560200	2026/6	8.10
			21477	5W30BULK	1106000  560210	2026/6	24.84
			21487	MTP78	1106000  560200	2026/6	199.61
			21497	9326682	1106000  560230	2026/6	86.46

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				021598	F248426UM	1105310  560190		2026/6	353.43
				021601	7060	1105300  560200		2026/6	4.25
				021601	2488	1105300  560200		2026/6	13.80
				021601	5W30BULK	1105300  560210		2026/6	24.84
				021622	31MHD	1105300  560200		2026/6	297.02
				021626	1658835C91	1105300  560200		2026/6	43.60
				021626	1696915C91	1105300  560200		2026/6	124.19
				021631	HPKGPSM385	1101200  560200		2026/6	681.11
				021522	370003A	1105300  560200		2026/6	39.32
				021524	400013	1106000  560200		2026/6	12.88
				021524	3972	1106000  560200		2026/6	6.48
				021524	1064	1106000  560200		2026/6	6.50
				021524	9978	1106000  560200		2026/6	22.65
				021524	9968	1106000  560200		2026/6	31.93
				021524	15W40BULK	1106000  560210		2026/6	14.36
				021531	512309	1105300  560200		2026/6	125.56
				021537	7559931925	1106000  560200		2026/6	2.23
				021537	K318118012	1106000  560200		2026/6	12.70
				021537	K327118130	1106000  560200		2026/6	11.68
				021537	K345118060	1106000  560200		2026/6	34.99
				021537	K345118070	1106000  560200		2026/6	23.88
				021537	K345118900	1106000  560200		2026/6	35.71
				021537	9080XL	1106000  560230		2026/6	15.56
				021540	F005369	1106000  560190		2026/6	147.89
				021545	16160700A	1105300  560200		2026/6	328.32
				021546	16160700A	1105300  560200		2026/6	-328.32
				021547	2523652C1	1105300  560200		2026/6	329.66
				021548	51940	1105300  560200		2026/6	51.11
					<b>Total For Check # 334973</b>				<b>4,041.36</b>
12/11/2025	334974			21356	90669	1105300  560230		2026/6	8.20
				21378	122319	1106000  560200		2026/6	7.14
				21381	122319	1106000  560200		2026/6	7.14
				21382	9431441	1101700  560230		2026/6	6.62
				21389	2413	1106000  560200		2026/6	6.34
				21398	7335337	1105300  560200		2026/6	3.73
				21400	NPB20	1106000  560200		2026/6	16.24
				21401	NP18	1105300  560200		2026/6	8.16
				21402	NPB21	1105300  560200		2026/6	16.24
				21482 11252025	RTU1GAL	1106000  560210		2026/6	17.22
				21484	5051212	1105300  560200		2026/6	0.64
				21486	F005386	1101700  560190		2026/6	0.04
				21492	26PB	1105300  560230		2026/6	10.04
				21508	RTU1DEX	1106000  560210		2026/6	9.30

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				021605	MT1116	1106000  560230		2026/6	1.84
				021607	35012	1105300  560210		2026/6	2.61
				021608	1255H11N	1105300  560200		2026/6	8.58
				021616	1013751	1101700  560230		2026/6	32.82
				021623	PKA0F3	1105310  560210		2026/6	3.64
				021625	9080XL	1106000  560230		2026/6	15.56
				021629	AS242	1105300  560230		2026/6	10.14
				021515	49005	1105300  560230		2026/6	17.34
				021517	USS44	1106000  560200		2026/6	14.32
				021517	USS42	1106000  560200		2026/6	14.32
				021517	7702411	1106000  560230		2026/6	2.96
				021517	7604546	1106000  560230		2026/6	2.47
				021518	95897	1106000  560200		2026/6	9.20
				021527	702277	1101310  560210		2026/6	12.23
				021527	B81192L	1101310  560230		2026/6	8.30
				021529	B40004	1105300  560200		2026/6	32.22
				021536	1025	1106000  560210		2026/6	21.22
				021538	1025	1106000  560210		2026/6	10.61
				021542	789DEF	1106000  560210		2026/6	11.11
				021543	B40004	1105300  560200		2026/6	32.22
				021544	1157N	1105300  560200		2026/6	0.43
				021544	1255H7N	1105300  560200		2026/6	8.58
				021549	7551527	1105300  560200		2026/6	9.27
					<b>Total For Check #</b>	<b>334974</b>			<b>399.04</b>
12/11/2025	334977	104 OKLAHOMA MUNICIPAL LEAGUE	16186325		WIMF MUNICIPALITY MEMBERSHIP	1101700  530110		2026/6	100.00
					<b>Total For Check #</b>	<b>334977</b>			<b>100.00</b>
12/11/2025	334978	98 OKLAHOMA NATURAL GAS CO	267746591 11262025	213955901 2677465 91 11/26/2025	1101700  550240			2026/6	89.38
			267746591 11262025	213955901 2677465 91 11/26/2025	1105300  550240			2026/6	119.74
			267746591 11262025	213955901 2677465 91 11/26/2025	1106004  550240			2026/6	238.32
			267746591 11262025	213955901 2677465 91 11/26/2025	1106004  550240			2026/6	92.44
			267746591 11262025	213955901 2677465 91 11/26/2025	1106004  550240			2026/6	331.71
			267746591 11262025	213955901 2677465 91 11/26/2025	1101200  550240			2026/6	211.20
			267746591 11262025	213955901 2677465 91 11/26/2025	1106001  550240			2026/6	101.82
			267746591 11262025	213955901 2677465 91 11/26/2025	1106002  550240			2026/6	29.84
			267746591 11262025	213955901 2677465 91 11/26/2025	1101700  550240			2026/6	258.19
			267746591 11262025	213955901 2677465 91 11/26/2025	1101700  550240			2026/6	211.20
			267746591 11262025	213955901 2677465 91 11/26/2025	1106002  550240			2026/6	333.37
			267746591 11262025	213955901 2677465 91 11/26/2025	1106000  550240			2026/6	81.09
			267746591 11262025	213955901 2677465 91 11/26/2025	1105300  550240			2026/6	214.97
			267746591 11262025	213955901 2677465 91 11/26/2025	1106005  550240			2026/6	88.58
			267746591 11262025	213955901 2677465 91 11/26/2025	1106002  550240			2026/6	29.84
			267746591 11262025	213955901 2677465 91 11/26/2025	1106002  550240			2026/6	466.11

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		NAME	INVOICE	DESCRIPTION	G/L NUMBER		YEAR/PERIOD	AMOUNT
			267746591 11262025	213955901 2677465 91 11/26/2025	1101315  550240		2026/6	16.69
			267746591 11262025	213955901 2677465 91 11/26/2025	1101700  550240		2026/6	30.45
					<b>Total For Check # 334978</b>			<b>2,944.94</b>
12/11/2025	334979	3735 OKLAHOMA MUNICIPAL CLERKS, TREASURER	12/04/2025	MEMBERSHIP DUES FOR CUTIS GREEN	1101800  530850		2026/6	75.00
					<b>Total For Check # 334979</b>			<b>75.00</b>
12/11/2025	334982	4991 PAYPOINT HR LLC	12/02/2025	Professional Services	1101102  530870		2026/6	23,750.00
					<b>Total For Check # 334982</b>			<b>23,750.00</b>
12/11/2025	334993	5326 GERALD K JIMENEZ	1424	ROSE DISTRICT MAINTENANCE	1106003  540280		2026/6	3,080.00
					<b>Total For Check # 334993</b>			<b>3,080.00</b>
12/11/2025	334994	201 ROYAL PRINTING	67149	CHRISTMAS CARDS	1101315  550360		2026/6	74.00
					<b>Total For Check # 334994</b>			<b>74.00</b>
12/11/2025	334996	3948 SAVAGE O'DONNELL AFFELDT & ASSOCIATES	45194	HR	1101700  530080		2026/6	506.25
					<b>Total For Check # 334996</b>			<b>506.25</b>
12/11/2025	335003	2144 SITE ONE LANDSCAPE SUPPLY LLC	161108681-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000  560230		2026/6	22.99
					<b>Total For Check # 335003</b>			<b>22.99</b>
12/11/2025	335006	234 STOREY TOWING LLC	60642	60642 NOV 25, 2025	1106005  540200		2026/6	178.50
			60642	60642 NOV 25, 2025	1106005  540200		2026/6	178.50
					<b>Total For Check # 335006</b>			<b>357.00</b>
12/11/2025	335009	5436 THE ORSUS GROUP, INC	44713	PRE EMPLOYMENT SCREENINGS	1101102  530870		2026/6	1,912.27
					<b>Total For Check # 335009</b>			<b>1,912.27</b>
12/11/2025	335014	1089 TRANE COMPANY	315792344	REPLACEMENT PARTS FOR NPCC HVAC	1106002  540070		2026/6	1,138.00
					<b>Total For Check # 335014</b>			<b>1,138.00</b>
12/11/2025	335016	255 TULSA COUNTY CLERK	287	FILINGS AT COURT HOUSE FOR NOV 2025	1101700  550860		2026/6	170.00
					<b>Total For Check # 335016</b>			<b>170.00</b>
12/11/2025	335018	4571 COLTON PAGE	1471	1471 NOV 22, 2025	1106003  540280		2026/6	2,300.00
					<b>Total For Check # 335018</b>			<b>2,300.00</b>
12/11/2025	335025	1169 VERIZON	6129075142	6129075142 OCT 22-NOV 21, 2025	1101200  550540		2026/6	40.01
					<b>Total For Check # 335025</b>			<b>40.01</b>
12/11/2025	335030	24 WEST THOMSON REUTERS	852879810	WESTLAW MONTHY SUB NOVEMBER 2025	1101010  560280		2026/6	2,393.52
					<b>Total For Check # 335030</b>			<b>2,393.52</b>

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12/11/2025	335034	1095 WINDSTREAM HOLDINGS II LLC	100642705 11282025	100642705 035-900-0414 NOV 28, 2025	1101700  550220			2026/6	305.32
					<b>Total For Check # 335034</b>				<b>305.32</b>
12/18/2025	335036	4104 AARON MCCOLLOCH	TRR FA2025	FALL TUITION 2025 REIMB	1101310  530110			2026/6	1,319.73
			TRR SU2025	TUITION REIMB SU2025	1101310  530110			2026/6	604.50
					<b>Total For Check # 335036</b>				<b>1,924.23</b>
12/18/2025	335037	2471 DEBRA WIMPEE	MLG 11132025	MILEAGE REIMB 11/13/2025	1101700  550030			2026/6	50.00
					<b>Total For Check # 335037</b>				<b>50.00</b>
12/18/2025	335038	5588 DYLAN HUFFMAN	PDR 09282025	PER DIEM 09/28/2025 NEOGOV CONF	1101102  550030			2026/6	129.00
					<b>Total For Check # 335038</b>				<b>129.00</b>
12/18/2025	335039	999900 OTP - AR REFUNDS	20237	20237 AUG 26, 2025	11020  442040			2026/6	1,366.80
					<b>Total For Check # 335039</b>				<b>1,366.80</b>
12/18/2025	335040		17034	17034 MAY 11, 2025	11020  442040			2026/6	1,592.00
					<b>Total For Check # 335040</b>				<b>1,592.00</b>
12/18/2025	335041		7411	7411 JUNE 20, 2024	11020  442040			2026/6	339.35
					<b>Total For Check # 335041</b>				<b>339.35</b>
12/18/2025	335042		12413	12413 DEC 14, 2024	11020  442040			2026/6	859.08
					<b>Total For Check # 335042</b>				<b>859.08</b>
12/18/2025	335043		20041	20041 AUG 21, 2025	11020  442040			2026/6	1,137.15
					<b>Total For Check # 335043</b>				<b>1,137.15</b>
12/18/2025	335044		11907	11907 NOV 26, 2024	11020  442040			2026/6	397.09
					<b>Total For Check # 335044</b>				<b>397.09</b>
12/18/2025	335045		18441	18441 JUNE 28, 2025	11020  442040			2026/6	100.00
					<b>Total For Check # 335045</b>				<b>100.00</b>
12/18/2025	335046		20740	20740 SEPT 11, 2025	11020  442040			2026/6	42.77
					<b>Total For Check # 335046</b>				<b>42.77</b>
12/18/2025	335047		14700	14700 FEB 21, 2025	11020  442040			2026/6	247.08
					<b>Total For Check # 335047</b>				<b>247.08</b>
12/18/2025	335048		11005	11005 OCT 28, 2025	11020  442040			2026/6	1,894.23
					<b>Total For Check # 335048</b>				<b>1,894.23</b>
12/18/2025	335049		15223	15223 MARCH 13, 2025	11020  442040			2026/6	557.77

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		NAME	INVOICE	DESCRIPTION					
						<b>Total For Check # 335049</b>			<b>557.77</b>
12/18/2025	335050		14721	14721 FEB 22, 2025	11020  442040			2026/6	289.52
					<b>Total For Check # 335050</b>				<b>289.52</b>
12/18/2025	335054	5216 918 WRECKER SERVICE INC.	25-310257	25-310257 DEC 19, 2025	1105300  540200			2026/6	160.00
			25-310256	25-310256 DEC 9, 2025	1106005  540200			2026/6	60.00
					<b>Total For Check # 335054</b>				<b>220.00</b>
12/18/2025	335055	9 A & N TRAILER PARTS INC	00396512	BLANKET PO FOR TRAILER PARTS	1106000  560200			2026/6	105.20
					<b>Total For Check # 335055</b>				<b>105.20</b>
12/18/2025	335056	1092 WESTLAKE HARDWARE INC	8038701	BLANKET PO FOR MISC ITEMS	1106000  560230			2026/6	11.98
			8038689	BLANKET PO FOR MISC ITEMS	1106000  560230			2026/6	0.60
			8038708	BLANKET PO FOR MISC ITEMS	1106000  560230			2026/6	13.49
					<b>Total For Check # 335056</b>				<b>26.07</b>
12/18/2025	335057	489 ADMIRAL EXPRESS LLC	2620019-0	NEW DESK FOR SHELLY CHALAKEE	1101010  560240			2026/6	672.94
			208936-S	208936-S NOV 2025	1106002  560030			2026/6	52.19
			208860-S	208860-S NOV 2025	1106002  560030			2026/6	153.89
			209085-S	209085-S NOV 2025	1101300  560030			2026/6	25.20
			209016-S	209016-S NOV 2025	1101800  560030			2026/6	273.60
			208995-S	208995-S NOV 2025	1101010  560030			2026/6	118.38
			209088-S	209088-S NOV 2025	1105300  560030			2026/6	153.89
			209130-S	209130-S NOV 2025	1101102  560030			2026/6	241.32
			208948-S	208948-S NOV 2025	1101700  560030			2026/6	30.69
			2621780-1	2621780-1 NOV 4, 2025	1101800  560030			2026/6	1,057.67
					<b>Total For Check # 335057</b>				<b>2,779.77</b>
12/18/2025	335058	149 AMERICAN ELECTRIC	058-747-0-7 12012025	FY26 ANNUAL AGREEMENT SINGLES	1106000  550410			2026/6	225.98
			550-797-0-3 12012025	FY26 ANNUAL AGREEMENT SINGLES	1106000  550410			2026/6	164.11
			308-466-0-4 12012025	FY26 ANNUAL AGREEMENT SINGLES	1106000  550400			2026/6	73.42
			827-595-4-4 11252025	FY26 ANNUAL AGREEMENT 955-827-595-4	1106002  550250			2026/6	4,918.69
			827-595-4-4 11252025	FY26 ANNUAL AGREEMENT 955-827-595-4	1106000  550460			2026/6	1,461.84
			454-130-1-4 11262025	FY26 ANNUAL AGREEMENT 956-454-130-1-	1105310  550250			2026/6	269.06
			162-909-0-6 12152025	FY26 ANNUAL AGREEMENT - SINGLES	1101700  550250			2026/6	23.81
			937-903-0-2 12012025	FY26 ANNUAL AGREEMENT 959-937-903-0-	1106000  550250			2026/6	3,919.01
			937-903-0-2 12012025	FY26 ANNUAL AGREEMENT 959-937-903-0-	1106000  550400			2026/6	757.83
			937-903-0-2 12012025	FY26 ANNUAL AGREEMENT 959-937-903-0-	1106000  550410			2026/6	3,374.51
			937-903-0-2 12012025	FY26 ANNUAL AGREEMENT 959-937-903-0-	1106000  550420			2026/6	3,093.57
			937-903-0-2 12012025	FY26 ANNUAL AGREEMENT 959-937-903-0-	1106000  550430			2026/6	769.07
					<b>Total For Check # 335058</b>				<b>19,050.90</b>
12/18/2025	335061	4935 AMAZON.COM SALES INC	1WX4-6W13-XFD9	ITEM: Pendaflex Extra Capacity Reinforced	1101800  560030			2026/6	190.84

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				1WX4-6W13-XFD9	ITEM: Pendaflex Extra Capacity Reinforced	1101800  560230		2026/6	48.94
				17FM-49HK-Y1QJ	Civitan's Christmas COBA Float	1101700  560230		2026/6	302.55
				13WL-F9N7-J3N3	Tea Bags Sampler Assortment Variety Pack	1101315  560230		2026/6	14.99
				14GW-DFTN-L1KY	ITEM: Samsill 2 Inch 3 Ring Binders, Made in	1101400  560030		2026/6	30.49
				19P3-GP6L-JWYH	ITEM: Brother Genuine DK-1201 Die-Cut	1101400  560030		2026/6	27.09
				1XYP-6DKD-FDJQ	Office supplies & AMI Project History Museum	1101200  560030		2026/6	30.13
				1XYP-6DKD-FDJQ	Office supplies & AMI Project History Museum	1101200  560230		2026/6	21.28
				1XMF-99QF-DGMY	Charging Cables for Ipad	1106002  560030		2026/6	7.59
				1YYC-VM4X-6M6G	LAMINATING POUCHES & USB CORD FOR	1101501  560030		2026/6	38.57
					<b>Total For Check # 335061</b>				<b>712.47</b>
12/18/2025	335064	3753 AMERICANCHECKED INC		9700-20250630	9700-20250630 JUNE 30, 2025	1101102  530870		2026/6	815.17
					<b>Total For Check # 335064</b>				<b>815.17</b>
12/18/2025	335065	4846 APAC-CENTRAL, INC.		7002350692	BLANKET PO FOR AGGREGATE	1106000  560270		2026/6	620.58
					<b>Total For Check # 335065</b>				<b>620.58</b>
12/18/2025	335068	12 AVB		OCT 2025 PAYROLL	OCT 2025 PAYROLL	1101501  550280		2026/6	184.10
				OCT 2025 VENDOR	OCT 2025 VENDOR	1101501  550280		2026/6	37.52
					<b>Total For Check # 335068</b>				<b>221.62</b>
12/18/2025	335069	2321 AVERY DENNISON CORP		61833431	HIP MEDIA/PET LINER	1105315  560360		2026/6	1,792.80
					<b>Total For Check # 335069</b>				<b>1,792.80</b>
12/18/2025	335073	4666 BLUEJAY PROPERTIES LLC		JAN 2026	REAL PROPERTY RENTAL OR LEASE	1101315  540330		2026/6	1,750.00
					<b>Total For Check # 335073</b>				<b>1,750.00</b>
12/18/2025	335076	19 BROKEN ARROW ELECTRIC		S3424973.001	BLANKET PO FOR MISC ELECTRICAL	1101200  560230		2026/6	11.27
					<b>Total For Check # 335076</b>				<b>11.27</b>
12/18/2025	335077	207 BROKEN ARROW FRATERNAL		2026 FOP	2026 FOP AWARDS BANQUET CC	1101700  530110		2026/6	250.00
				BAPD BANQUET	BAPD BANQUET NORM STEPHENS	1101300  530110		2026/6	50.00
					<b>Total For Check # 335077</b>				<b>300.00</b>
12/18/2025	335079	22 BROKEN ARROW SENIORS INC		AUGUST 2025	BA SENIORS MONTHLY PAYMENT	1106002  550100		2026/6	4,674.50
				SEPTEMBER 2025	BA SENIORS MONTHLY PAYMENT	1106002  550100		2026/6	4,674.50
				OCTOBER 2025	BA SENIORS MONTHLY PAYMENT	1106002  550100		2026/6	4,674.50
				NOVEMBER 2025	BA SENIORS MONTHLY PAYMENT	1106002  550100		2026/6	7,674.50
				12092025	BA SENIORS MONTHLY PAYMENT	1106002  550100		2026/6	630.00
					<b>Total For Check # 335079</b>				<b>22,328.00</b>
12/18/2025	335082	37 CINTAS CORPORATION		9348839866	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	198.00
				9348839862	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
				9348837920	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	396.00

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				9348837918	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	297.00
				9348832066	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
				9348831098	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
				9348831094	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	198.00
				9348826827	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
				9348819876	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
				9348819872	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
				9348826826	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	297.00
				9348800435	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
				9348819852	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
				9348819244	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
				9348791926	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
				9348780426	CITY COUNCIL APPROVED 05/07/24 (FY26	1101102  540330		2026/6	99.00
				5307603603	BLANKET PO FOR ALL DEPARTMENT USE	1101800  560230		2026/6	76.45
					<b>Total For Check # 335082</b>				<b>2,551.45</b>
12/18/2025	335083	1391 CLEAN THE UNIFORM CO		52167720	52167720 DEC 5, 2025	1101415  540310		2026/6	49.84
				52163696	CLEAN	1106005  540310		2026/6	10.15
				52163696	CLEAN	1101700  540330		2026/6	24.49
				52167725	52167725 DEC 5, 2025	1106000  540310		2026/6	129.70
				52167250	52167250 DEC 3, 2025	1106000  540310		2026/6	33.04
				52167250	52167250 DEC 3, 2025	1106003  540310		2026/6	50.10
				52168344	52168344 DEC 12, 2025	1106005  540330		2026/6	1.32
				52150831	52150831	1101800  540330		2026/6	7.84
				52165270	52165270	1101415  540310		2026/6	49.84
				52150823	52150823	1101415  540310		2026/6	50.39
				52168841	52168841	1106000  540310		2026/6	131.60
				52168841	52168841	1106000  540330		2026/6	0.34
				52168345	52168345	1106000  540310		2026/6	33.04
				52168345	52168345	1106003  540310		2026/6	47.68
				52167246	52167246	1106005  540310		2026/6	10.15
				52167246	52167246	1101700  540330		2026/6	9.79
					<b>Total For Check # 335083</b>				<b>639.31</b>
12/18/2025	335085	5323 COLUMN SOFTWARE PBC		9B37CAF5-0091	9B37CAF5-0091	1101410  550050		2026/6	168.03
				9B37CAF5-0092	9B37CAF5-0092	1101410  550050		2026/6	196.21
				9B37CAF5-0093	9B37CAF5-0093	1101410  550050		2026/6	319.88
					<b>Total For Check # 335085</b>				<b>684.12</b>
12/18/2025	335094	2107 EMPIRE PRINTING		61466	Port Authority R-Tek stretch fleece beanie	1106000  560100		2026/6	288.45
					<b>Total For Check # 335094</b>				<b>288.45</b>
12/18/2025	335096	1438 ESKIMO JOE'S PROMOTIONAL		161540-1	161540-1 OCT 22, 2025	1101700  550890		2026/6	379.13
					<b>Total For Check # 335096</b>				<b>379.13</b>

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12/18/2025	335099	1231 AT&T MOBILITY LLC		319339297X12082025	287319339297X12082025	1101102  550540		2026/6	76.63
				319339297X12082025	287319339297X12082025	1101200  550540		2026/6	240.24
				319339297X12082025	287319339297X12082025	1101400  550540		2026/6	40.04
				319339297X12082025	287319339297X12082025	1101700  550540		2026/6	40.04
				319339297X12082025	287319339297X12082025	1106004  550540		2026/6	43.04
				319339297X12082025	287319339297X12082025	1105300  550540		2026/6	379.24
						<b>Total For Check # 335099</b>			<b>819.23</b>
12/18/2025	335100			19128175X12082025	287319128175X12082025 NOV 2025 BILL	1101300  550220		2026/6	46.84
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1101415  550220		2026/6	662.72
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1105310  550220		2026/6	18.72
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1106000  550220		2026/6	37.44
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1106005  550220		2026/6	46.84
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1101010  550540		2026/6	51.63
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1101102  550540		2026/6	80.08
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1101200  550540		2026/6	749.04
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1101300  550540		2026/6	154.30
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1101310  550540		2026/6	40.04
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1101400  550540		2026/6	154.30
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1101410  550540		2026/6	222.66
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1101415  550540		2026/6	548.97
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1101501  550540		2026/6	86.88
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1101700  550540		2026/6	219.08
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1105300  550540		2026/6	24.74
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1105310  550540		2026/6	901.78
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1106000  550540		2026/6	264.66
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1106002  550540		2026/6	259.12
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	1106004  550540		2026/6	43.04
						<b>Total For Check # 335100</b>			<b>4,612.88</b>
12/18/2025	335101			DVR112025	500634737 11/5-12/4/2025	1101010  550540		2026/6	118.25
				DVR112025	500634737 11/5-12/4/2025	1101102  550540		2026/6	25.50
				DVR112025	500634737 11/5-12/4/2025	1101200  550540		2026/6	631.00
				DVR112025	500634737 11/5-12/4/2025	1101315  550540		2026/6	0.50
				DVR112025	500634737 11/5-12/4/2025	1101400  550540		2026/6	32.00
				DVR112025	500634737 11/5-12/4/2025	1101501  550540		2026/6	76.75
				DVR112025	500634737 11/5-12/4/2025	1101800  550540		2026/6	39.50
				DVR112025	500634737 11/5-12/4/2025	1105300  550540		2026/6	1.00
				DVR112025	500634737 11/5-12/4/2025	1105310  550540		2026/6	108.75
				DVR112025	500634737 11/5-12/4/2025	1106002  550540		2026/6	12.75
				DVR112025	500634737 11/5-12/4/2025	1101400  550540		2026/6	12.75
						<b>Total For Check # 335101</b>			<b>1,058.75</b>

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12/18/2025	335102			DVR102025	500634737 10/5-11/4/2025	1101010  550540		2026/6	139.00
				DVR102025	500634737 10/5-11/4/2025	1101102  550540		2026/6	64.00
				DVR102025	500634737 10/5-11/4/2025	1101200  550540		2026/6	722.50
				DVR102025	500634737 10/5-11/4/2025	1101315  550540		2026/6	0.50
				DVR102025	500634737 10/5-11/4/2025	1101400  550540		2026/6	32.00
				DVR102025	500634737 10/5-11/4/2025	1101501  550540		2026/6	96.00
				DVR102025	500634737 10/5-11/4/2025	1101800  550540		2026/6	32.50
				DVR102025	500634737 10/5-11/4/2025	1105300  550540		2026/6	13.25
				DVR102025	500634737 10/5-11/4/2025	1105310  550540		2026/6	108.75
				DVR102025	500634737 10/5-11/4/2025	1106002  550540		2026/6	32.00
					<b>Total For Check # 335102</b>				<b>1,240.50</b>
12/18/2025	335105	76 GRAINGER		9730877637	3YB71 Premiere Liquid Ice Melt (5 gal.)	1106003  560340		2026/6	479.28
					<b>Total For Check # 335105</b>				<b>479.28</b>
12/18/2025	335106	1244 GRANICUS, INC.		220354	220354	1101800  540550		2026/6	1,502.01
					<b>Total For Check # 335106</b>				<b>1,502.01</b>
12/18/2025	335120	23 J D YOUNG COMPANY INC		1300308	LEASE & USAGE CHARGE FY26	1101010  540330		2026/6	217.58
				1300308	LEASE & USAGE CHARGE FY26	1101102  540330		2026/6	186.02
				1300308	LEASE & USAGE CHARGE FY26	1101200  540330		2026/6	181.66
				1300308	LEASE & USAGE CHARGE FY26	1101315  540330		2026/6	93.45
				1300308	LEASE & USAGE CHARGE FY26	1101400  540330		2026/6	321.95
				1300308	LEASE & USAGE CHARGE FY26	1101415  540330		2026/6	94.06
				1300308	LEASE & USAGE CHARGE FY26	1101700  540330		2026/6	217.58
				1300308	LEASE & USAGE CHARGE FY26	1101800  540330		2026/6	306.66
				1300308	LEASE & USAGE CHARGE FY26	1105300  540330		2026/6	176.68
				1300308	LEASE & USAGE CHARGE FY26	1106000  540330		2026/6	264.28
				1300308	LEASE & USAGE CHARGE FY26	1106002  540330		2026/6	269.26
				1300308	LEASE & USAGE CHARGE FY26	1101010  540550		2026/6	120.96
				1300308	LEASE & USAGE CHARGE FY26	1101102  540550		2026/6	264.11
				1300308	LEASE & USAGE CHARGE FY26	1101200  540550		2026/6	13.79
				1300308	LEASE & USAGE CHARGE FY26	1101315  540550		2026/6	93.99
				1300308	LEASE & USAGE CHARGE FY26	1101400  540550		2026/6	145.11
				1300308	LEASE & USAGE CHARGE FY26	1101415  540550		2026/6	95.33
				1300308	LEASE & USAGE CHARGE FY26	1101700  540550		2026/6	61.08
				1300308	LEASE & USAGE CHARGE FY26	1101800  540550		2026/6	115.55
				1300308	LEASE & USAGE CHARGE FY26	1105300  540550		2026/6	36.79
				1300308	LEASE & USAGE CHARGE FY26	1106000  540550		2026/6	53.37
				1300308	LEASE & USAGE CHARGE FY26	1106002  540550		2026/6	129.60
				1300308	LEASE & USAGE CHARGE FY26	1101010  560230		2026/6	2.24
				1300308	LEASE & USAGE CHARGE FY26	1101102  560230		2026/6	4.69
				1300308	LEASE & USAGE CHARGE FY26	1101200  560230		2026/6	4.69
				1300308	LEASE & USAGE CHARGE FY26	1101315  560230		2026/6	2.25

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				1300308	LEASE & USAGE CHARGE FY26	1101400  560230		2026/6	4.69
				1300308	LEASE & USAGE CHARGE FY26	1101415  560230		2026/6	2.25
				1300308	LEASE & USAGE CHARGE FY26	1101700  560230		2026/6	2.25
				1300308	LEASE & USAGE CHARGE FY26	1101800  560230		2026/6	4.69
				1300308	LEASE & USAGE CHARGE FY26	1105300  560230		2026/6	4.69
				1300308	LEASE & USAGE CHARGE FY26	1106000  560230		2026/6	6.84
				1300308	LEASE & USAGE CHARGE FY26	1106002  560230		2026/6	6.84
				1305219	LEASE & USAGE CHARGE FY26	1101010  540330		2026/6	217.58
				1305219	LEASE & USAGE CHARGE FY26	1101102  540330		2026/6	186.02
				1305219	LEASE & USAGE CHARGE FY26	1101200  540330		2026/6	181.66
				1305219	LEASE & USAGE CHARGE FY26	1101315  540330		2026/6	93.45
				1305219	LEASE & USAGE CHARGE FY26	1101400  540330		2026/6	321.95
				1305219	LEASE & USAGE CHARGE FY26	1101415  540330		2026/6	94.06
				1305219	LEASE & USAGE CHARGE FY26	1101700  540330		2026/6	217.58
				1305219	LEASE & USAGE CHARGE FY26	1101800  540330		2026/6	306.66
				1305219	LEASE & USAGE CHARGE FY26	1105300  540330		2026/6	176.68
				1305219	LEASE & USAGE CHARGE FY26	1106000  540330		2026/6	264.28
				1305219	LEASE & USAGE CHARGE FY26	1106002  540330		2026/6	269.26
				1305219	LEASE & USAGE CHARGE FY26	1101010  540550		2026/6	80.31
				1305219	LEASE & USAGE CHARGE FY26	1101102  540550		2026/6	271.49
				1305219	LEASE & USAGE CHARGE FY26	1101200  540550		2026/6	8.65
				1305219	LEASE & USAGE CHARGE FY26	1101315  540550		2026/6	36.74
				1305219	LEASE & USAGE CHARGE FY26	1101400  540550		2026/6	120.66
				1305219	LEASE & USAGE CHARGE FY26	1101415  540550		2026/6	56.26
				1305219	LEASE & USAGE CHARGE FY26	1101700  540550		2026/6	49.49
				1305219	LEASE & USAGE CHARGE FY26	1101800  540550		2026/6	103.02
				1305219	LEASE & USAGE CHARGE FY26	1105300  540550		2026/6	32.83
				1305219	LEASE & USAGE CHARGE FY26	1106000  540550		2026/6	36.39
				1305219	LEASE & USAGE CHARGE FY26	1106002  540550		2026/6	122.99
				1305219	LEASE & USAGE CHARGE FY26	1101010  560230		2026/6	2.16
				1305219	LEASE & USAGE CHARGE FY26	1101102  560230		2026/6	4.41
				1305219	LEASE & USAGE CHARGE FY26	1101200  560230		2026/6	4.41
				1305219	LEASE & USAGE CHARGE FY26	1101315  560230		2026/6	2.12
				1305219	LEASE & USAGE CHARGE FY26	1101400  560230		2026/6	4.41
				1305219	LEASE & USAGE CHARGE FY26	1101415  560230		2026/6	2.12
				1305219	LEASE & USAGE CHARGE FY26	1101700  560230		2026/6	2.12
				1305219	LEASE & USAGE CHARGE FY26	1101800  560230		2026/6	4.41
				1305219	LEASE & USAGE CHARGE FY26	1105300  560230		2026/6	4.41
				1305219	LEASE & USAGE CHARGE FY26	1106000  560230		2026/6	6.44
				1305219	LEASE & USAGE CHARGE FY26	1106002  560230		2026/6	6.44
					<b>Total For Check #</b>	<b>335120</b>			<b>6,796.44</b>
12/18/2025	335122	1560 JOHNNIE PARKS		JAN 2026 CELLPHONE	JAN 2026 CELLPHONE ALLOWANCE	1101700  550220		2026/6	80.00
					<b>Total For Check #</b>	<b>335122</b>			<b>80.00</b>

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			NAME	INVOICE	DESCRIPTION	G/L NUMBER	YEAR/PERIOD AMOUNT
12/18/2025	335123	5131 KEVIN BEHE		14398	CITY COUNCIL 07/14/25	1101200  540070	2026/6 0.33
				14398	CITY COUNCIL 07/14/25	1101700  540070	2026/6 1.99
				14398	CITY COUNCIL 07/14/25	1105300  540070	2026/6 0.96
				14398	CITY COUNCIL 07/14/25	1106000  540070	2026/6 1.67
				14398	CITY COUNCIL 07/14/25	1106002  540070	2026/6 1.91
				14398	CITY COUNCIL 07/14/25	1106005  540070	2026/6 0.48
				14479	CITY COUNCIL 07/14/25	1101200  540070	2026/6 0.29
				14479	CITY COUNCIL 07/14/25	1101700  540070	2026/6 1.59
				14479	CITY COUNCIL 07/14/25	1105300  540070	2026/6 0.76
				14479	CITY COUNCIL 07/14/25	1106000  540070	2026/6 1.33
				14479	CITY COUNCIL 07/14/25	1106002  540070	2026/6 1.53
				14479	CITY COUNCIL 07/14/25	1106005  540070	2026/6 0.38
				14485	CITY COUNCIL 07/14/25	1101200  540070	2026/6 0.29
				14485	CITY COUNCIL 07/14/25	1101700  540070	2026/6 1.59
				14485	CITY COUNCIL 07/14/25	1105300  540070	2026/6 0.76
				14485	CITY COUNCIL 07/14/25	1106000  540070	2026/6 1.34
				14485	CITY COUNCIL 07/14/25	1106002  540070	2026/6 1.53
				14485	CITY COUNCIL 07/14/25	1106005  540070	2026/6 0.38
				14552	CITY COUNCIL 07/14/25	1101200  540070	2026/6 0.29
				14552	CITY COUNCIL 07/14/25	1101700  540070	2026/6 1.59
				14552	CITY COUNCIL 07/14/25	1105300  540070	2026/6 0.76
				14552	CITY COUNCIL 07/14/25	1106000  540070	2026/6 1.33
				14552	CITY COUNCIL 07/14/25	1106002  540070	2026/6 1.53
				14552	CITY COUNCIL 07/14/25	1106005  540070	2026/6 0.38
				14565	CITY COUNCIL 07/14/25	1101200  540070	2026/6 0.33
				14565	CITY COUNCIL 07/14/25	1101700  540070	2026/6 1.99
				14565	CITY COUNCIL 07/14/25	1105300  540070	2026/6 0.96
				14565	CITY COUNCIL 07/14/25	1106000  540070	2026/6 1.67
				14565	CITY COUNCIL 07/14/25	1106002  540070	2026/6 1.91
				14565	CITY COUNCIL 07/14/25	1106005  540070	2026/6 0.48
				14593	CITY COUNCIL 07/14/25	1101200  540070	2026/6 0.33
				14593	CITY COUNCIL 07/14/25	1101700  540070	2026/6 1.99
				14593	CITY COUNCIL 07/14/25	1105300  540070	2026/6 0.96
				14593	CITY COUNCIL 07/14/25	1106000  540070	2026/6 1.67
				14593	CITY COUNCIL 07/14/25	1106002  540070	2026/6 1.91
				14593	CITY COUNCIL 07/14/25	1106005  540070	2026/6 0.48
				14684	CITY COUNCIL 07/14/25	1101200  540070	2026/6 0.29
				14684	CITY COUNCIL 07/14/25	1101700  540070	2026/6 1.59
				14684	CITY COUNCIL 07/14/25	1105300  540070	2026/6 0.76
				14684	CITY COUNCIL 07/14/25	1106000  540070	2026/6 1.34
				14684	CITY COUNCIL 07/14/25	1106002  540070	2026/6 1.53
				14684	CITY COUNCIL 07/14/25	1106005  540070	2026/6 0.38
				14700	CITY COUNCIL 07/14/25	1101200  540070	2026/6 0.29

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		NAME	INVOICE	DESCRIPTION				
	14700			CITY COUNCIL 07/14/25	1101700  540070		2026/6	1.59
	14700			CITY COUNCIL 07/14/25	1105300  540070		2026/6	0.76
	14700			CITY COUNCIL 07/14/25	1106000  540070		2026/6	1.33
	14700			CITY COUNCIL 07/14/25	1106002  540070		2026/6	1.53
	14700			CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.38
	15209			CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.33
	15209			CITY COUNCIL 07/14/25	1101700  540070		2026/6	1.99
	15209			CITY COUNCIL 07/14/25	1105300  540070		2026/6	0.96
	15209			CITY COUNCIL 07/14/25	1106000  540070		2026/6	1.67
	15209			CITY COUNCIL 07/14/25	1106002  540070		2026/6	1.91
	15209			CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.48
	15208			CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.33
	15208			CITY COUNCIL 07/14/25	1101700  540070		2026/6	1.99
	15208			CITY COUNCIL 07/14/25	1105300  540070		2026/6	0.96
	15208			CITY COUNCIL 07/14/25	1106000  540070		2026/6	1.67
	15208			CITY COUNCIL 07/14/25	1106002  540070		2026/6	1.91
	15208			CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.48
	15207			CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.34
	15207			CITY COUNCIL 07/14/25	1101700  540070		2026/6	1.99
	15207			CITY COUNCIL 07/14/25	1105300  540070		2026/6	0.95
	15207			CITY COUNCIL 07/14/25	1106000  540070		2026/6	1.67
	15207			CITY COUNCIL 07/14/25	1106002  540070		2026/6	1.91
	15207			CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.48
	15206			CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.34
	15206			CITY COUNCIL 07/14/25	1101700  540070		2026/6	1.99
	15206			CITY COUNCIL 07/14/25	1105300  540070		2026/6	0.96
	15206			CITY COUNCIL 07/14/25	1106000  540070		2026/6	1.67
	15206			CITY COUNCIL 07/14/25	1106002  540070		2026/6	1.91
	15206			CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.48
	15205			CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.34
	15205			CITY COUNCIL 07/14/25	1101700  540070		2026/6	1.99
	15205			CITY COUNCIL 07/14/25	1105300  540070		2026/6	0.95
	15205			CITY COUNCIL 07/14/25	1106000  540070		2026/6	1.67
	15205			CITY COUNCIL 07/14/25	1106002  540070		2026/6	1.91
	15205			CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.48
	15204			CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.47
	15204			CITY COUNCIL 07/14/25	1101700  540070		2026/6	2.58
	15204			CITY COUNCIL 07/14/25	1105300  540070		2026/6	1.24
	15204			CITY COUNCIL 07/14/25	1106000  540070		2026/6	2.17
	15204			CITY COUNCIL 07/14/25	1106002  540070		2026/6	2.48
	15204			CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.62
	15202			CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.34
	15202			CITY COUNCIL 07/14/25	1101700  540070		2026/6	1.99
	15202			CITY COUNCIL 07/14/25	1105300  540070		2026/6	0.96

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		NAME	INVOICE	DESCRIPTION				
			15202	CITY COUNCIL 07/14/25	1106000  540070		2026/6	1.67
			15202	CITY COUNCIL 07/14/25	1106002  540070		2026/6	1.91
			15202	CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.48
			15203	CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.47
			15203	CITY COUNCIL 07/14/25	1101700  540070		2026/6	2.58
			15203	CITY COUNCIL 07/14/25	1105300  540070		2026/6	1.24
			15203	CITY COUNCIL 07/14/25	1106000  540070		2026/6	2.17
			15203	CITY COUNCIL 07/14/25	1106002  540070		2026/6	2.48
			15203	CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.62
			15201	CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.28
			15201	CITY COUNCIL 07/14/25	1101700  540070		2026/6	1.59
			15201	CITY COUNCIL 07/14/25	1105300  540070		2026/6	0.76
			15201	CITY COUNCIL 07/14/25	1106000  540070		2026/6	1.33
			15201	CITY COUNCIL 07/14/25	1106002  540070		2026/6	1.53
			15201	CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.38
			15235	CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.28
			15235	CITY COUNCIL 07/14/25	1101700  540070		2026/6	1.59
			15235	CITY COUNCIL 07/14/25	1105300  540070		2026/6	0.76
			15235	CITY COUNCIL 07/14/25	1106000  540070		2026/6	1.33
			15235	CITY COUNCIL 07/14/25	1106002  540070		2026/6	1.53
			15235	CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.38
			15161	CITY COUNCIL 07/14/25	1101200  540070		2026/6	0.28
			15161	CITY COUNCIL 07/14/25	1101700  540070		2026/6	1.59
			15161	CITY COUNCIL 07/14/25	1105300  540070		2026/6	0.76
			15161	CITY COUNCIL 07/14/25	1106000  540070		2026/6	1.34
			15161	CITY COUNCIL 07/14/25	1106002  540070		2026/6	1.53
			15161	CITY COUNCIL 07/14/25	1106005  540070		2026/6	0.38
				<b>Total For Check # 335123</b>				<b>132.24</b>
12/18/2025	335128	614 LIGHTING INC/BROKEN ARROW	S3430353.001	BLANKET PO FOR MISC. LIGHTING	1101700  560180		2026/6	109.24
				<b>Total For Check # 335128</b>				<b>109.24</b>
12/18/2025	335129	131 LOCKE SUPPLY COMPANY	57091545-00	BLANKET PO FOR PLUMBING &	1101700  560230		2026/6	11.21
			57101522-00	BLANKET PO FOR PLUMBING &	1101700  560230		2026/6	5.70
			57141023-00	BLANKET PO FOR PLUMBING &	1106004  560180		2026/6	17.97
			57144510-00	BLANKET PO FOR PLUMBING &	1106004  560180		2026/6	2.88
			57136103-00	BLANKET PO FOR PLUMBING &	1106000  560180		2026/6	6.20
			57135665-00	BLANKET PO FOR PLUMBING &	1106000  560180		2026/6	2.79
				<b>Total For Check # 335129</b>				<b>46.75</b>
12/18/2025	335133	4797 MICHAEL SHANE FRAZIER	DEC 12, 2025	DEC 12, 2025 FINAL	1101315  540280		2026/6	1,560.00
				<b>Total For Check # 335133</b>				<b>1,560.00</b>
12/18/2025	335138	25 NAPA AUTO PARTS	021580	FT8909F	1106000  560200		2026/6	69.86

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				021714	FT7991	1101415  560200		2026/6	72.89
				021714	FT7867	1101415  560200		2026/6	68.43
				021733	T870426120016	1106000  560190		2026/6	306.44
				021736	85805	1105300  560210		2026/6	90.12
				021738	492039151	1106000  560200		2026/6	401.36
				021738		1106000  560200		2026/6	34.59
				021756	1372	1101200  560200		2026/6	4.25
				021756	230266	1101200  560200		2026/6	10.91
				021756	200679	1101200  560200		2026/6	45.38
				021756	5W30BULK	1101200  560210		2026/6	28.98
				021781	FS20194	1105300  560200		2026/6	93.93
				021781	600515	1105300  560200		2026/6	53.43
				021781	4318	1105300  560200		2026/6	14.32
				021781	LF14001NN	1105300  560200		2026/6	40.36
				021781	0343216010	1105300  560200		2026/6	199.06
				021781	15W40BULK	1105300  560210		2026/6	157.96
				021782	1417927000	1105300  560200		2026/6	65.54
				021782	SG03020014	1105300  560200		2026/6	42.80
				021782	29558329	1105300  560200		2026/6	125.87
				021782	4329012482	1105300  560200		2026/6	114.67
				021782	85W140BULK	1105300  560210		2026/6	5.63
				021782	HDATAFBULK	1105300  560210		2026/6	5.18
				021799	MT51R	1106000  560200		2026/6	186.44
				021810	HDATAFBULK	1105300  560210		2026/6	103.60
				021816	KU2Z2V001A	1105310  560200		2026/6	88.87
				021966	84010829	1106000  560200		2026/6	114.39
					<b>Total For Check # 335138</b>				<b>2,545.26</b>
12/18/2025	335139			021552	100050	1101415  560200		2026/6	4.55
				021552	5W30BULK	1101415  560210		2026/6	24.84
				021564	1394	1106000  560200		2026/6	4.25
				021564	3011	1106000  560200		2026/6	2.26
				021564	6449	1106000  560200		2026/6	13.16
				021564	122319	1106000  560210		2026/6	14.28
				021568	66167	1105300  560200		2026/6	52.64
				021587	7551526	1105300  560200		2026/6	9.41
				021588	46AW2BULK	1105300  560210		2026/6	6.35
				021589	2413	1101700  560210		2026/6	6.34
				021712	USS42	1106000  560200		2026/6	14.32
				021712	112630	1106000  560210		2026/6	23.16
				021716	706620	1106000  560200		2026/6	14.40
				021719	122377	1106000  560210		2026/6	14.28
				021739	32037410	1105300  560200		2026/6	12.24
				021739	3204208	1105300  560200		2026/6	14.16

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				021640	46971	1101700  560230		2026/6	13.86
				021641	1372	1106000  560200		2026/6	4.25
				021641	9883	1106000  560200		2026/6	12.73
				021641	5W30BULK	1106000  560210		2026/6	28.98
				021641	RTU1EXT	1106000  560210		2026/6	8.61
				021643	7060	1101415  560200		2026/6	4.25
				021643	4579	1101415  560200		2026/6	7.11
				021643	2725	1101415  560200		2026/6	15.92
				021643	5W20BULK	1101415  560210		2026/6	23.66
				021741	7502	1106000  560200		2026/6	4.25
				021741	230266	1106000  560200		2026/6	10.91
				021741	9883	1106000  560200		2026/6	12.73
				021741	5W30BULK	1106000  560210		2026/6	33.12
				021759	46AW2BULK	1105300  560210		2026/6	19.05
				021768	5W30BULK	1101200  560210		2026/6	24.84
				021769	9080XL	1105300  560230		2026/6	15.56
				021769	26PB	1105300  560230		2026/6	10.04
				021769	03079	1105300  560230		2026/6	12.74
				021772	46AW2BULK	1105300  560210		2026/6	15.24
				021786	27100	1106003  560230		2026/6	6.43
				021792	46AW2BULK	1105300  560210		2026/6	16.51
					<b>Total For Check #</b>	<b>335139</b>			<b>531.43</b>
12/18/2025	335140			021720	7216	1105300  560210		2026/6	4.16
				021644	7051050	1105300  560200		2026/6	2.88
				021645	5051206	1105300  560200		2026/6	0.59
				021649	7051014	1101700  560230		2026/6	5.10
				021650	560000	1101700  560230		2026/6	2.26
				021744	100050	1106000  560200		2026/6	4.55
				021744	7502	1106000  560200		2026/6	-4.25
				021749	3096932	1105300  560210		2026/6	0.03
				021751	2413	1105300  560230		2026/6	3.17
				021767	7502	1106000  560200		2026/6	4.25
				021767	100050	1106000  560200		2026/6	-4.55
				021953	7051229	1106000  560200		2026/6	1.14
					<b>Total For Check #</b>	<b>335140</b>			<b>19.33</b>
12/18/2025	335142	5098 NORTHEAST TECHNOLOGY	BIS-7771		BIS-7771 NOV 20, 2025	1101102  530870		2026/6	1,800.00
					<b>Total For Check #</b>	<b>335142</b>			<b>1,800.00</b>
12/18/2025	335147	104 OKLAHOMA MUNICIPAL LEAGUE	092727		092727	1101415  530850		2026/6	50.00
			092731		092731	1101415  530850		2026/6	50.00
			092730		092730	1101415  530850		2026/6	50.00
					<b>Total For Check #</b>	<b>335147</b>			<b>150.00</b>

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		NAME	INVOICE	DESCRIPTION	G/L NUMBER	YEAR/PERIOD	AMOUNT
12/18/2025	335153	96 OTA PIKEPASS CENTER	20251195545	20251195545 NOV 30, 2025	1105310  550030	2026/6	3.31
			20251195545	20251195545 NOV 30, 2025	1106002  550030	2026/6	1.62
			20251195545	20251195545 NOV 30, 2025	1101200  550030	2026/6	10.44
			20251195545	20251195545 NOV 30, 2025	1101310  550030	2026/6	1.22
			20251195545	20251195545 NOV 30, 2025	1101400  550030	2026/6	12.62
			20251195545	20251195545 NOV 30, 2025	1101415  550030	2026/6	4.26
			20251195545	20251195545 NOV 30, 2025	1101700  550030	2026/6	49.44
			20251195545	20251195545 NOV 30, 2025	1101800  550030	2026/6	13.66
			20251195545	20251195545 NOV 30, 2025	1105300  550030	2026/6	623.97
			20251195545	20251195545 NOV 30, 2025	1106000  550030	2026/6	36.76
					<b>Total For Check # 335153</b>		<b>757.30</b>
12/18/2025	335155	1703 PEYDAY REALTY LLC	JAN 2026	REAL PROPERTY RENTAL OR LEASE	1101700  540330	2026/6	4,316.67
					<b>Total For Check # 335155</b>		<b>4,316.67</b>
12/18/2025	335157	4508 C A ASSETS LLC	28557	28557 NOV 14, 2025	1106004  540070	2026/6	240.00
			28123	28123 MAY 23, 2025	1106000  540070	2026/6	246.50
			28472	28472 OCT 16, 2025	1106004  540070	2026/6	240.00
					<b>Total For Check # 335157</b>		<b>726.50</b>
12/18/2025	335160	2139 QUADIENT LEASING USA	Q2122496	Q2122496 NOV 30, 2025	1101800  540330	2026/6	923.10
					<b>Total For Check # 335160</b>		<b>923.10</b>
12/18/2025	335161	783 QUALITY SIGNS & BANNER	125261	Banners for Christmas Float	1101700  560230	2026/6	2,240.00
					<b>Total For Check # 335161</b>		<b>2,240.00</b>
12/18/2025	335166	5481 RINGCENTRAL, INC.	INVA84322524	Ring Central Services	1101200  540550	2026/6	320.00
			INVA843953796	Ring Central Pre Deployment Build Services	1101200  540550	2026/6	50,902.00
					<b>Total For Check # 335166</b>		<b>51,222.00</b>
12/18/2025	335171	602 SANDERS NURSERY	1163687	BLANKET PO FOR NURSERY STOCK	1106003  560700	2026/6	48.00
					<b>Total For Check # 335171</b>		<b>48.00</b>
12/18/2025	335174	81 SHERWIN WILLIAMS CO	84736164141125	BLANKET PO FOR PAINT SUPPLIES	1106002  560180	2026/6	28.95
					<b>Total For Check # 335174</b>		<b>28.95</b>
12/18/2025	335177	2144 SITE ONE LANDSCAPE SUPPLY	160962395-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000  560700	2026/6	69.76
			160759686-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000  560180	2026/6	113.68
			160764755-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000  560180	2026/6	8.17
			161172072-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106003  560230	2026/6	14.42
			161248906-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000  560180	2026/6	473.74
					<b>Total For Check # 335177</b>		<b>679.77</b>

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		NAME	INVOICE	DESCRIPTION				
12/18/2025	335179	1081 SOUTHERN AGRICULTURE	839003	BLANKET PO FOR DOG & CAT FOOD	1106002 [560330]		2026/6	5.96
			839698	BLANKET PO FOR DOG & CAT FOOD	1106002 [560330]		2026/6	37.07
					<b>Total For Check # 335179</b>			<b>43.03</b>
12/18/2025	335180	268 SOUTHERN TIRE MART	3500285999	unit # 08110 - brian	1106000 [560190]		2026/6	258.85
					<b>Total For Check # 335180</b>			<b>258.85</b>
12/18/2025	335185	3496 TEAM PROFESSIONAL SERVICES	138138	138138 DEC 05, 2025	1101102 [530020]		2026/6	1,392.00
			138139	138139 DEC 5, 2025	1101102 [530020]		2026/6	1,003.00
					<b>Total For Check # 335185</b>			<b>2,395.00</b>
12/18/2025	335192	4499 TIFFANY APRIL HALEY	2115	2115 OCT 20, 2025	1101102 [550890]		2026/6	100.00
					<b>Total For Check # 335192</b>			<b>100.00</b>
12/18/2025	335196	1230 TULSA COUNTY ADMINISTRATIVE	10015531	10015531	1101800 [550360]		2026/6	39.06
					<b>Total For Check # 335196</b>			<b>39.06</b>
12/18/2025	335197		10015532	10015532	1101800 [550360]		2026/6	66.32
					<b>Total For Check # 335197</b>			<b>66.32</b>
12/18/2025	335198	949 TULSA WINNELSON COMPANY	664835 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 [560180]		2026/6	60.52
					<b>Total For Check # 335198</b>			<b>60.52</b>
12/18/2025	335204	591 UNION PACIFIC RAILROAD	342993627	342993627, PRJ 0064846, CUST 57408	1101700 [540330]		2026/6	9,951.78
					<b>Total For Check # 335204</b>			<b>9,951.78</b>

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		NAME	INVOICE	DESCRIPTION	G/L NUMBER	YEAR/PERIOD	AMOUNT	
12/18/2025	335207	5582 VOTH MUSIC LLC	121225	121225 DEC 3, 2025	1101315  530870	2026/6	1,000.00	
					<b>Total For Check # 335207</b>		<b>1,000.00</b>	
12/18/2025	335210	1095 WINDSTREAM HOLDINGS II LLC	100738909 12032025	100738909 DEC 3, 2025 918-010-2321	1106002  550220	2026/6	432.80	
					<b>Total For Check # 335210</b>		<b>432.80</b>	
12/18/2025	335212	264 YOUTH SERVICES OF TULSA COUNTY	DEC 2025	CONTRACT AGREEMENT	1101700  550100	2026/6	2,500.00	
					<b>Total For Check # 335212</b>		<b>2,500.00</b>	
12/18/2025	335215	4188 GRADY NICHOLS LTD	10111	10111	1101315  550280	2026/5	1,375.00	
					<b>Total For Check # 335215</b>		<b>1,375.00</b>	
12/23/2025	335219	680 TULSA COUNTY TREASURER	80784-84-27-41480	BA3A 2025 2126050	1101700  550860	2026/6	3.00	
			98424-84-24-29469	BA3A 2025 2778350	1101700  550860	2026/6	11.00	
			98414-84-14-32499	BA3A 2025 2778290	1101700  550860	2026/6	68.00	
			98414-84-14-30389	BA3A 2025 2778270	1101700  550860	2026/6	21.00	
			97404-74-04-00010	BA3A 2025 2574080	1101700  550860	2026/6	969.00	
			80866-84-34-51990	BA3A 2025 2775360	1101700  550860	2026/6	3.00	
			98422-84-22-08100	BA3A 2025 2626000	1101700  550860	2026/6	1.00	
					<b>Total For Check # 335219</b>		<b>1,076.00</b>	
12/23/2025	335220	1224 WAGONER COUNTY TREASURER	060714-001002-000000	BACT3 2025 96577	1101700  550860	2026/6	11.00	
			060714-002001-000000	BACT3 2025 96578	1101700  550860	2026/6	11.00	
			008819-001005-000000	BACT3 2025 5249	1101700  550860	2026/6	795.00	
			001162-001001-000001	BACT3 2025 97107	1101700  550860	2026/6	3.00	
			301312-000033-000001	BACT3 2025 97909	1101700  550860	2026/6	193.00	
			301312-000033-000002	BACT3 2025 97910	1101700  550860	2026/6	10.00	
			301312-000033-000003	BACT3 2025 97911	1101700  550860	2026/6	121.00	
			001704-001003-000001	BACT3 2025 98007	1101700  550860	2026/6	18.00	
			251073-000006-000001	BACT3 2025 98018	1101700  550860	2026/6	14.00	
			001705-005001-000001	BACT3 2025 98019	1101700  550860	2026/6	22.00	
			001704-005005-001001	BACT3 2025 98020	1101700  550860	2026/6	21.00	
			251182-000001-000001	BACT3 2025 98128	1101700  550860	2026/6	1.00	
			001704-001004-001001	BACT3 2025 98149	1101700  550860	2026/6	20.00	
			001704-003003-001001	001704-003003-001001	1101700  550860	2026/6	20.00	
			001461-001001-000001	BACT3 2025 98152	1101700  550860	2026/6	15.00	
			001704-003004-000001	BACT3 2025 98182	1101700  550860	2026/6	20.00	
			251062-000004-000000	BACT3 2025 4888	1101700  550860	2026/6	5.00	
					<b>Total For Check # 335220</b>		<b>1,300.00</b>	
<b>Total For Fund 110</b>							<b>251,686.41</b>	
<b>Number of Invoices For Fund 110</b>							<b>837</b>	

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CHECK DATE	CHECK #	VENDOR				G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION					
12/11/2025	334928	882 COX COMMUNICATIONS	076689001 11242025	FY26 ANNUAL AGREEMENT 001 6311	2271700  550540			2026/6	52.40
					<b>Total For Check # 334928</b>				<b>52.40</b>
12/11/2025	334960	4768 INHOUSE ADVERTISING LLC	9308	Inhouse Advertising annual contract for	2271700  530870			2026/6	1,295.00
					<b>Total For Check # 334960</b>				<b>1,295.00</b>
12/11/2025	334963	5131 KEVIN BEHE	15272	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.86
			15273	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.72
			15268	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.72
			15269	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.14
			15270	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.14
			15271	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.15
			15266	CITY COUNCIL 07/14/25	2271700  540070			2026/6	0.86
			15264	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.72
			15263	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.72
			15262	CITY COUNCIL 07/14/25	2271700  540070			2026/6	0.86
			15265	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.72
			15275	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.43
			15274	CITY COUNCIL 07/14/25	2271700  540070			2026/6	3.72
			15147	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.14
			15193	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.14
			15192	CITY COUNCIL 07/14/25	2271700  540070			2026/6	2.29
					<b>Total For Check # 334963</b>				<b>25.33</b>
12/11/2025	334978	98 OKLAHOMA NATURAL GAS CO	267746591 11262025	213955901 2677465 91 11/26/2025	2271700  550240			2026/6	16.70
					<b>Total For Check # 334978</b>				<b>16.70</b>
12/11/2025	335023	3965 US TRAVEL ASSOCIATION	0023268	MEMBERSHIP DUES	2271700  530850			2026/6	1,775.00
					<b>Total For Check # 335023</b>				<b>1,775.00</b>
12/18/2025	335073	4666 BLUEJAY PROPERTIES LLC	JAN 2026	REAL PROPERTY RENTAL OR LEASE	2271700  540330			2026/6	1,750.00
					<b>Total For Check # 335073</b>				<b>1,750.00</b>
12/18/2025	335123	5131 KEVIN BEHE	14398	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.43
			14479	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.15
			14485	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.14
			14552	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.15
			14565	CITY COUNCIL 07/14/25	2271700  540070			2026/6	1.43

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Fund 227

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			14593	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.43
			14684	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.14
			14700	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.15
			15209	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.43
			15208	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.43
			15207	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.43
			15206	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.43
			15205	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.43
			15204	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.86
			15202	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.43
			15203	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.86
			15201	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.15
			15235	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.15
			15161	CITY COUNCIL 07/14/25	2271700  540070		2026/6	1.14
				<b>Total For Check #</b>	<b>335123</b>			<b>25.76</b>
12/18/2025	335149	468 OKLAHOMA TOURISM &	87-19509	87-19509	2271700  530870		2026/6	149.27
				<b>Total For Check #</b>	<b>335149</b>			<b>149.27</b>
12/18/2025	335170	5395 SAN JUANITA I URIA	205962	205962 WEDDING WEDNESDAY	2271700  550280		2026/6	200.00
				<b>Total For Check #</b>	<b>335170</b>			<b>200.00</b>
12/18/2025	335216	5580 HORRIFIED LLC	01122	01122 OCT 27, 2025	2271700  550080		2026/6	35,172.94
				<b>Total For Check #</b>	<b>335216</b>			<b>35,172.94</b>
				<b>Total For Fund 227</b>				<b>40,462.40</b>
				<b>Number of Invoices For Fund 227</b>				<b>43</b>

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Fund 330

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
12/11/2025	202750	826 LOWES	81577	BLANKET PO FOR MISC. ITEMS	3306000  570170	2660210	2026/6	151.92
			85575 10082025	BLANKET PO FOR MISC. ITEMS	3301700  570150	191711	2026/6	133.91
			77581	BLANKET PO FOR MISC. ITEMS	3301700  570150	2217090	2026/6	10.60
			81283	BLANKET PO FOR MISC. ITEMS	3301700  570150	2217090	2026/6	431.99
			85649	BLANKET PO FOR MISC. ITEMS	3301700  570150	2217090	2026/6	39.82
				<b>Total For Check # 202750</b>				<b>768.24</b>
12/11/2025	334894	1166 ACS PLAYGROUND	5269	IP182504A-001 Welcome Sign 2-5, Direct	3306000  570150	2660130	2026/6	2,725.00
				<b>Total For Check # 334894</b>				<b>2,725.00</b>
12/11/2025	334924	5323 COLUMN SOFTWARE PBC	B6BD5005-0265	B6BD5005-0265 11/03/2025	3301700  570160	2417170	2026/6	112.88
			B6BD5005-0269	B6BD5005-0269 11/19/2025	3301700  570150	2417300	2026/6	346.33
				<b>Total For Check # 334924</b>				<b>459.21</b>
12/11/2025	334930	634 DELL MARKETING L.P.	10851044124	Keyboard for Fire 7 laptop	3301200  570170	2612030	2026/6	56.39
				<b>Total For Check # 334930</b>				<b>56.39</b>
12/11/2025	334964	4311 L&M OFFICE FURNITURE	79064	HNL231628PBBF: 15-3/4 Wx23-1/8Dx28--	3303501  570190	2635130	2026/6	27,337.55
				<b>Total For Check # 334964</b>				<b>27,337.55</b>
12/18/2025	335061	4935 AMAZON.COM SALES INC	1CYK-CW33-MJ4Y	ITEM: VIVO Adjustable Computer	3303501  570170	2635070	2026/6	1,599.00
				<b>Total For Check # 335061</b>				<b>1,599.00</b>
12/18/2025	335105	76 GRAINGER	9728950636	20UG85 SNOWEX SS-4000 walk-behind	3306000  570030	2660360	2026/6	5,815.17
				<b>Total For Check # 335105</b>				<b>5,815.17</b>
12/18/2025	335132	1682 MATTRESS FIRM INC.	58725281019-091004	143752 Twin Beautyrest Pressure Smart	3303501  570190	2635140	2026/6	3,652.00
				<b>Total For Check # 335132</b>				<b>3,652.00</b>
12/18/2025	335137	3669 MYERS-CHERRY	PA 1 2317210	Operations Ctr Admin Building	3301700  570150	2317210	2026/6	18,716.72
				<b>Total For Check # 335137</b>				<b>18,716.72</b>
12/18/2025	335150	4834 OLATHE FORD SALES INC	114264A	VIN: 1FDUF5HT1SDA01841 2025 Ford F-	3303502  570020	2635170	2026/6	91,675.00
			114453A	VIN: 1FDUF5HT1SDA01841 2025 Ford F-	3303502  570020	2635170	2026/6	91,675.00
				<b>Total For Check # 335150</b>				<b>183,350.00</b>
12/18/2025	335151		125897	VIN: 1FDUF5HT1SDA01841 2025 Ford F-	3303502  570020	2635170	2026/6	1,687.20
				<b>Total For Check # 335151</b>				<b>1,687.20</b>

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Fund 330

CHECK DATE	CHECK #	VENDOR				PROJECT		
		NAME	INVOICE	DESCRIPTION	G/L NUMBER		YEAR/PERIOD	AMOUNT
12/18/2025	335159	1384 PROSOURCE OF TULSA LLC	PT024927	FIRE DEPT ROOM REMODEL AT PSC	3303501  570150	2635020	2026/6	3,578.73
					<b>Total For Check # 335159</b>			<b>3,578.73</b>
12/18/2025	335166	5481 RINGCENTRAL, INC.	INVA843953811	Ring Central Voice Gateway HW	3301200  570170	2612040	2026/6	5,000.00
					<b>Total For Check # 335166</b>			<b>5,000.00</b>
12/18/2025	335184	4381 HOWMEDICA OSTEONICS	9210319896	New Lifepak 35's for BAFD	3303502  570170	2635180	2026/6	72,027.21
					<b>Total For Check # 335184</b>			<b>72,027.21</b>
12/18/2025	335191	4710 TOOLE DESIGN GROUP, LLC	MCI.00103_22	Contract Approved by City Council on	3301410  570170	2214080	2026/6	5,694.52
			MCI.00103_21	Contract Approved by City Council on	3301410  570170	2214080	2026/6	2,832.24
					<b>Total For Check # 335191</b>			<b>8,526.76</b>
					<b>Total For Fund 330</b>			<b>335,299.18</b>
					<b>Number of Invoices For Fund 330</b>			<b>22</b>

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
12/18/2025	335183	4985 STOCK ENTERPRISES, LLC	INV-55172	2 Grapplers for 2023 Tahoes	3313001 [570170]	2631010	2026/6	13,718.62
					Total For Check #	335183		13,718.62
					Total For Fund	331		13,718.62
					Number of Invoices For Fund	331		1

City of Broken Arrow  
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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
12/18/2025	335134	5516 MISSION CRITICAL PARTNERS,	25976	Mission Critical Partners Contract for ASAP	3363006 [570170]	2630280	2026/6	1,072.00
					Total For Check #	335134		1,072.00
					Total For Fund	336		1,072.00
					Number of Invoices For Fund	336		1

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Fund 342

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
12/11/2025	334897	149 AMERICAN ELECTRIC	959-474-0-9 091525CR	CORRECTION	3425300  550250		2026/6	73.30
			959-474-0-9 081425CR	CORRECTION	3425300  550250		2026/6	64.63
			959-474-0-9 071625CR	CORRECTION	3425300  550250		2026/6	61.18
					<b>Total For Check # 334897</b>			<b>199.11</b>
12/11/2025	334924	5323 COLUMN SOFTWARE PBC	B6BD5005-0271	B6BD5005-0271 11/26/2025	3425310  570150	TS26010	2026/6	331.10
					<b>Total For Check # 334924</b>			<b>331.10</b>
12/11/2025	335012	4437 TLS GROUP INC	225716	225716 APRIL 30, 2025	3425300  540280		2026/6	2,075.84
			225716 02	225716 02 JULY 9, 2025	3425300  540280		2026/6	1,595.00
					<b>Total For Check # 335012</b>			<b>3,670.84</b>
12/18/2025	335058	149 AMERICAN ELECTRIC	111-611-0-2 12012025	FY26 ANNUAL AGREEMENT - SINGLES	3425300  550250		2026/6	29,091.02
			789-381-1-9 11252025	FY26 ANNUAL AGREEMENT SIGNALS	3425300  550250		2026/6	3,163.03
			452-844-0-4 12012025	FY26 ANNUAL AGREEMENT SIGNALS	3425300  550250		2026/6	2,393.07
			983-871-0-9 11262025	FY26 ANNUAL AGREEMENT SINGLES	3425300  550250		2026/6	23.89
			851-307-0-7 12092025	FY26 ANNUAL AGREEMENT SINGLES	3425300  550250		2026/6	6.70
			959-474-0-9 12152025	FY26 ANNUAL AGREEMENT - SINGLES	3425300  550250		2026/6	75.61
					<b>Total For Check # 335058</b>			<b>34,753.32</b>
12/18/2025	335087	928 DAVIS H. ELLIOT /OKLAHOMA	55020778	55020778 OCT 8, 2025	3425300  540280		2026/6	1,635.12
					<b>Total For Check # 335087</b>			<b>1,635.12</b>
12/18/2025	335099	1231 AT&T MOBILITY LLC	319339297X12082025	287319339297X12082025	3425300  550540		2026/6	40.04
					<b>Total For Check # 335099</b>			<b>40.04</b>
					<b>Total For Fund 342</b>			<b>40,629.53</b>
					<b>Number of Invoices For Fund 342</b>			<b>14</b>

City of Broken Arrow  
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CHECK DATE	CHECK #	VENDOR				G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION					
12/11/2025	202750	826 LOWES	90071	BLANKET PO FOR MISC. ITEMS	3435300  570150	ST24270	2026/6	736.86	
					Total For Check # 202750			736.86	
12/11/2025	334891	1739 WAGONER CO RRWD DISTRICT	4034401 12152025	11/12-11/30/2025 209TH STREET	3435300  570150	ST24270	2026/6	162.72	
					Total For Check # 334891			162.72	
12/11/2025	334905	4846 APAC-CENTRAL, INC.	7002367647	BLANKET PO FOR ASPHALT (PRIMARY	3435300  570150	ST24270	2026/6	29,222.83	
			7002364883	BLANKET PO FOR ASPHALT (PRIMARY	3435300  570150	ST24270	2026/6	1,501.74	
					Total For Check # 334905			30,724.57	
12/11/2025	334906	5539 ASH GROVE CEMENT COMPANY	72177284	CITY COUNCIL APPROVED 10/07/25	3435300  570150	ST24270	2026/6	15,319.65	
			72177282	CITY COUNCIL APPROVED 10/07/25	3435300  570150	ST24270	2026/6	10,295.10	
					Total For Check # 334906			25,614.75	
12/11/2025	334933	3307 DP SUPPLY	036975	RING & COVER PJ#ST24280 - MATTHEW	3435300  570150	ST24270	2026/6	378.00	
					Total For Check # 334933			378.00	
12/11/2025	334945	1256 GEODECA LLC	2509075	SURVEY CONSTRUCTION STAKING 209TH	3435300  570150	ST24270	2026/6	9,187.00	
					Total For Check # 334945			9,187.00	
12/11/2025	335013	1671 TRAFFIC SAFETY STORE	INV914463	Water filled barriers-for: Jeff Johnson	3435300  570150	ST24270	2026/6	5,809.41	
					Total For Check # 335013			5,809.41	
12/18/2025	335065	4846 APAC-CENTRAL, INC.	7002367648	BLANKET PO FOR ASPHALT (PRIMARY	3435300  570150	ST24270	2026/6	20,308.32	
					Total For Check # 335065			20,308.32	
12/18/2025	335066	5539 ASH GROVE CEMENT COMPANY	72174403	CITY COUNCIL APPROVED 10/07/25	3435300  570150	ST24270	2026/6	5,125.00	
					Total For Check # 335066			5,125.00	
12/18/2025	335090	3307 DP SUPPLY	036804	Precast round end section for:Matt Duran	3435300  570150	ST24270	2026/6	900.00	
					Total For Check # 335090			900.00	
12/18/2025	335175	969 SHERWOOD CONSTRUCTION CO	292491	BLANKET PO (BACKUP BIDDER FOR	3435300  570150	ST24270	2026/6	725.29	
			292346	BLANKET PO (BACKUP BIDDER FOR	3435300  570150	ST24270	2026/6	1,492.43	
			292411	BLANKET PO (BACKUP BIDDER FOR	3435300  570150	ST24270	2026/6	2,189.50	
					Total For Check # 335175			4,407.22	
Total For Fund 343								103,353.85	
Number of Invoices For Fund 343								15	

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
12/11/2025	202750	826 LOWES	85865 10012025	BLANKET PO FOR MISC. ITEMS	3443001  560180		2026/6	39.86
					<b>Total For Check # 202750</b>			<b>39.86</b>
12/11/2025	334868	2284 CASSANDRA BUHLER	PDR 12192025	PER DIEM REQUEST - DECEMBER 19,	3443001  550030		2026/6	34.00
					<b>Total For Check # 334868</b>			<b>34.00</b>
12/11/2025	334871	4633 COLONIAL LIFE & ACCIDENT	182417	Payroll Run 1 - Warrant 251121	344  218590		2026/5	1,423.34
					<b>Total For Check # 334871</b>			<b>1,423.34</b>
12/11/2025	334886	211 SECRETARY OF STATE	3339490	FILING NOTARY BOND FOR PAUL	3443008  530110		2026/6	10.00
					<b>Total For Check # 334886</b>			<b>10.00</b>
12/11/2025	334887		3339517	FILING NOTARY BOND FOR STEVEN	3443008  530110		2026/6	10.00
					<b>Total For Check # 334887</b>			<b>10.00</b>
12/11/2025	334888		3339507	FILING NOTARY BOND FOR JOSE	3443008  530110		2026/6	10.00
					<b>Total For Check # 334888</b>			<b>10.00</b>
12/11/2025	334889		3339532	FILING NOTARY BOND FOR WILYEIDI	3443008  530110		2026/6	10.00
					<b>Total For Check # 334889</b>			<b>10.00</b>
12/11/2025	334900	4935 AMAZON.COM SALES INC	1JXW-CJDK-LNJ4	televisions for security monitor and inmate	3443008  560240		2026/6	219.98
			1TR7-LP77-Q9VV	Phone Adapters for Keith Cook	3443001  560230		2026/6	53.16
			1D7Y-HJQ9-VTQK	Cat room and kennel supplies	3443009  560230		2026/6	431.59
					<b>Total For Check # 334900</b>			<b>704.73</b>
12/11/2025	334915	5454 CARDS NEO, LLC	298407	Trash/Recycling Service for PSC FY26	3443001  540070		2026/6	275.00
					<b>Total For Check # 334915</b>			<b>275.00</b>
12/11/2025	334920	996 CITY OF BROKEN ARROW	182849	Payroll Run 1 - Warrant 251205	344  218180		2026/6	508.32
			182849	Payroll Run 1 - Warrant 251205	344  218360		2026/6	6,082.40
					<b>Total For Check # 334920</b>			<b>6,590.72</b>
12/11/2025	334922	1391 CLEAN THE UNIFORM CO	52163701	Rugs for the Animal Shelter	3443009  540330		2026/6	3.92
			52165916	Rugs for PSC and Training Center for FY26	3443001  540330		2026/6	4.71
			52165915	Rugs for PSC and Training Center for FY26	3443001  540330		2026/6	4.71
			52166402	Rugs for PSC and Training Center for FY26	3443001  540330		2026/6	15.30
			52165914	Rugs for the Animal Shelter	3443009  540330		2026/6	3.92

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Fund 344

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
<b>Total For Check # 334922</b>								<b>32.56</b>
12/11/2025	334927	4896 WA BUTLR COMPANY	EJ06415	Medical Supplies & Medicine for the Animal	3443009  560230		2026/6	980.63
<b>Total For Check # 334927</b>								<b>980.63</b>
12/11/2025	334928	882 COX COMMUNICATIONS	076689001 11242025	FY26 ANNUAL AGREEMENT 001 6311	3443001  550540		2026/6	1,999.83
			076689001 11242025	FY26 ANNUAL AGREEMENT 001 6311	3443009  550540		2026/6	5.27
<b>Total For Check # 334928</b>								<b>2,005.10</b>
12/11/2025	334955	5440 HHM FACILITY MANAGEMENT,	169408	CUSTODIAL BID# 25.161	3443001  540070		2026/6	70.22
			169408	CUSTODIAL BID# 25.161	3443008  540070		2026/6	17.02
			169408	CUSTODIAL BID# 25.161	3443009  540070		2026/6	10.64
			169409	CUSTODIAL BID# 25.161	3443001  540070		2026/6	356.03
			169409	CUSTODIAL BID# 25.161	3443008  540070		2026/6	86.31
			169409	CUSTODIAL BID# 25.161	3443009  540070		2026/6	53.94
			169411	CUSTODIAL BID# 25.161	3443001  540070		2026/6	276.91
			169411	CUSTODIAL BID# 25.161	3443008  540070		2026/6	67.13
			169411	CUSTODIAL BID# 25.161	3443009  540070		2026/6	41.96
			169412	CUSTODIAL BID# 25.161	3443001  540070		2026/6	25.71
			169412	CUSTODIAL BID# 25.161	3443008  540070		2026/6	6.23
			169412	CUSTODIAL BID# 25.161	3443009  540070		2026/6	3.90
			169413	CUSTODIAL BID# 25.161	3443001  540070		2026/6	110.77
			169413	CUSTODIAL BID# 25.161	3443008  540070		2026/6	26.85
			169413	CUSTODIAL BID# 25.161	3443009  540070		2026/6	16.78
			169414	CUSTODIAL BID# 25.161	3443001  540070		2026/6	189.88
			169414	CUSTODIAL BID# 25.161	3443008  540070		2026/6	46.03
			169414	CUSTODIAL BID# 25.161	3443009  540070		2026/6	28.77
			169415	CUSTODIAL BID# 25.161	3443001  540070		2026/6	197.79
			169415	CUSTODIAL BID# 25.161	3443008  540070		2026/6	47.95
			169415	CUSTODIAL BID# 25.161	3443009  540070		2026/6	29.97
			169416	CUSTODIAL BID# 25.161	3443001  540070		2026/6	247.24
			169416	CUSTODIAL BID# 25.161	3443008  540070		2026/6	59.94
			169416	CUSTODIAL BID# 25.161	3443009  540070		2026/6	37.46
			169417	CUSTODIAL BID# 25.161	3443001  540070		2026/6	979.08
			169417	CUSTODIAL BID# 25.161	3443008  540070		2026/6	237.35
			169417	CUSTODIAL BID# 25.161	3443009  540070		2026/6	148.34
			169418	CUSTODIAL BID# 25.161	3443001  540070		2026/6	47.47
			169418	CUSTODIAL BID# 25.161	3443008  540070		2026/6	11.51

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		NAME	INVOICE	DESCRIPTION				
			169418	CUSTODIAL BID# 25.161	3443009  540070		2026/6	7.19
			169419	CUSTODIAL BID# 25.161	3443001  540070		2026/6	79.12
			169419	CUSTODIAL BID# 25.161	3443008  540070		2026/6	19.18
			169419	CUSTODIAL BID# 25.161	3443009  540070		2026/6	11.99
			169420	CUSTODIAL BID# 25.161	3443001  540070		2026/6	296.69
			169420	CUSTODIAL BID# 25.161	3443008  540070		2026/6	71.93
			169420	CUSTODIAL BID# 25.161	3443009  540070		2026/6	44.95
			169421	CUSTODIAL BID# 25.161	3443001  540070		2026/6	69.23
			169421	CUSTODIAL BID# 25.161	3443008  540070		2026/6	16.78
			169421	CUSTODIAL BID# 25.161	3443009  540070		2026/6	10.49
			169422	CUSTODIAL BID# 25.161	3443001  540070		2026/6	593.38
			169422	CUSTODIAL BID# 25.161	3443008  540070		2026/6	143.85
			169422	CUSTODIAL BID# 25.161	3443009  540070		2026/6	89.91
			169410	CUSTODIAL BID# 25.161	3443001  540070		2026/6	316.47
			169410	CUSTODIAL BID# 25.161	3443008  540070		2026/6	76.72
			169410	CUSTODIAL BID# 25.161	3443009  540070		2026/6	47.95
				<b>Total For Check #</b>	<b>334955</b>			<b>5,375.01</b>
12/11/2025	334961	4973 JIM NORTON FORD	F4CS26530	TRANSMISSION ISSUE - UNIT# 2027	3443001  540200		2026/6	5,399.18
			F4CS27695	unit # 1831	3443001  540200		2026/6	3,195.29
				<b>Total For Check #</b>	<b>334961</b>			<b>8,594.47</b>
12/11/2025	334963	5131 KEVIN BEHE	15272	CITY COUNCIL 07/14/25	3443001  540070		2026/6	4.80
			15272	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.31
			15273	CITY COUNCIL 07/14/25	3443001  540070		2026/6	4.43
			15273	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.29
			15268	CITY COUNCIL 07/14/25	3443001  540070		2026/6	4.43
			15268	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.29
			15269	CITY COUNCIL 07/14/25	3443001  540070		2026/6	2.96
			15269	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.19
			15270	CITY COUNCIL 07/14/25	3443001  540070		2026/6	2.96
			15270	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.19
			15271	CITY COUNCIL 07/14/25	3443001  540070		2026/6	2.96
			15271	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.19
			15266	CITY COUNCIL 07/14/25	3443001  540070		2026/6	2.22
			15266	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.14
			15264	CITY COUNCIL 07/14/25	3443001  540070		2026/6	4.43
			15264	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.29

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			15263	CITY COUNCIL 07/14/25	3443001  540070		2026/6	4.43
			15263	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.29
			15262	CITY COUNCIL 07/14/25	3443001  540070		2026/6	2.22
			15262	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.14
			15265	CITY COUNCIL 07/14/25	3443001  540070		2026/6	4.43
			15265	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.29
			15275	CITY COUNCIL 07/14/25	3443001  540070		2026/6	3.70
			15275	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.24
			15274	CITY COUNCIL 07/14/25	3443001  540070		2026/6	9.61
			15274	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.62
			15147	CITY COUNCIL 07/14/25	3443001  540070		2026/6	2.96
			15147	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.19
			15193	CITY COUNCIL 07/14/25	3443001  540070		2026/6	2.96
			15193	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.19
			15192	CITY COUNCIL 07/14/25	3443001  540070		2026/6	5.91
			15192	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.38
				<b>Total For Check #</b>	<b>334963</b>			<b>69.64</b>
12/11/2025	334967	614 LIGHTING INC/BROKEN ARROW	S3429771.001	BLANKET PO FOR MISC. LIGHTING	3443009  560180		2026/6	144.00
				<b>Total For Check #</b>	<b>334967</b>			<b>144.00</b>
12/11/2025	334972	4777 MWI VETERINARY SUPPLY CO	64648463	Medical Supplies & Medicine for the Animal	3443009  560230		2026/6	616.50
				<b>Total For Check #</b>	<b>334972</b>			<b>616.50</b>
12/11/2025	334973	25 NAPA AUTO PARTS	21363	20811	3443001  560200		2026/6	23.61
			21363	115	3443001  560200		2026/6	14.44
			21363	100255	3443001  560200		2026/6	4.25
			21363	4211	3443001  560200		2026/6	14.22
			21363	200942	3443001  560200		2026/6	15.75
			21363	0W20BULK	3443001  560210		2026/6	28.64
			21364	0W20BULK	3443001  560200		2026/6	28.64
			21364	20811	3443001  560200		2026/6	23.61
			21364	115	3443001  560200		2026/6	14.44
			21364	100255	3443001  560200		2026/6	4.25
			21365	7060	3443001  560200		2026/6	4.25
			21365	20811	3443001  560210		2026/6	23.61
			21365	115	3443001  560210		2026/6	14.44
			21365	5W20BULK	3443001  560210		2026/6	23.66

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	21367			F008921	3443001  560190	2026/6	356.04
	21370			100255	3443001  560200	2026/6	4.25
	21370			20811	3443001  560210	2026/6	23.61
	21370			115	3443001  560210	2026/6	14.44
	21370			0W20BULK	3443001  560210	2026/6	28.64
	21375			DG1Z19805D	3443001  560200	2026/6	155.54
	21379			7060	3443001  560200	2026/6	4.25
	21379			4017	3443001  560200	2026/6	8.00
	21379			9756	3443001  560200	2026/6	14.86
	21379			60221B	3443001  560200	2026/6	20.76
	21379			20811	3443001  560210	2026/6	23.61
	21379			115	3443001  560210	2026/6	14.44
	21379			5W20BULK	3443001  560210	2026/6	23.66
	21383			7060	3443001  560200	2026/6	4.25
	21383			4017	3443001  560200	2026/6	8.00
	21383			9756	3443001  560200	2026/6	14.86
	21383			6012A	3443001  560210	2026/6	6.68
	21383			NPB22	3443001  560210	2026/6	16.24
	21383			20811	3443001  560210	2026/6	23.61
	21383			115	3443001  560210	2026/6	14.44
	21383			5W20BULK	3443001  560210	2026/6	23.66
	21480			4780	3443001  560200	2026/6	8.00
	21480			9288	3443001  560200	2026/6	13.61
	21480			7060	3443001  560200	2026/6	4.25
	21480			20811	3443001  560210	2026/6	23.61
	21480			115	3443001  560210	2026/6	14.44
	21480			5W30BULK	3443001  560210	2026/6	24.84
	21491			7060	3443001  560200	2026/6	4.25
	21491			20811	3443001  560210	2026/6	23.61
	21491			115	3443001  560210	2026/6	14.44
	21491			5W20BULK	3443001  560210	2026/6	23.66
	21501			57010621AF	3443001  560200	2026/6	220.00
	21507			4211	3443001  560200	2026/6	14.22
	21507			100255	3443001  560200	2026/6	4.25
	21507			200942	3443001  560200	2026/6	15.75
	21507			115	3443001  560210	2026/6	14.44
	21507			20811	3443001  560210	2026/6	23.61
	21507			0W20BULK	3443001  560210	2026/6	28.64

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	21510	52123635AC	3443001  560200	2026/6	904.50
	021599	7502	3443001  560200	2026/6	4.25
	021599	4068	3443001  560200	2026/6	5.32
	021599	6935	3443001  560200	2026/6	9.55
	021599	20811	3443001  560210	2026/6	23.61
	021599	115	3443001  560210	2026/6	14.44
	021599	5W20BULK	3443001  560210	2026/6	23.66
	021600	100010	3443001  560200	2026/6	4.55
	021600	4017	3443001  560200	2026/6	8.00
	021600	9756	3443001  560200	2026/6	14.86
	021600	20811	3443001  560210	2026/6	23.61
	021600	115	3443001  560210	2026/6	14.44
	021600	0W20BULK	3443001  560210	2026/6	21.48
	021604	7502	3443001  560200	2026/6	4.25
	021604	4068	3443001  560200	2026/6	5.32
	021604	6935	3443001  560200	2026/6	9.55
	021604	20811	3443001  560210	2026/6	23.61
	021604	115	3443001  560210	2026/6	14.44
	021604	5W20BULK	3443001  560210	2026/6	20.28
	021610	4L3Z1130EA	3443001  560190	2026/6	185.52
	021611	100255	3443001  560200	2026/6	4.25
	021611	115	3443001  560210	2026/6	14.44
	021611	20811	3443001  560210	2026/6	23.61
	021611	5W30BULK	3443001  560210	2026/6	24.84
	021614	13540604	3443001  560200	2026/6	80.89
	021619	9883	3443001  560200	2026/6	12.73
	021619	1372	3443001  560200	2026/6	4.25
	021619	20811	3443001  560210	2026/6	23.61
	021619	115	3443001  560210	2026/6	14.44
	021619	5W30BULK	3443001  560210	2026/6	28.98
	021620	20811	3443001  560210	2026/6	-23.61
	021620	115	3443001  560210	2026/6	-14.44
	021621	502	3443001  560200	2026/6	45.44
	021627	EU2Z2V200E	3443001  560200	2026/6	59.24
	021627	EU2Z2V001D	3443001  560200	2026/6	59.24
	021520	F008921	3443001  560190	2026/6	712.08
	021521	F008921	3443001  560190	2026/6	712.08
<b>Total For Check # 334973</b>					<b>4,634.58</b>

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12/11/2025	334974		21488	271011	3443001  560200			2026/6	21.26
			21489	49005	3443001  560200			2026/6	8.67
			021617	2413	3443001  560200			2026/6	6.34
			021617	RTU1DEX	3443001  560210			2026/6	27.90
			021628	7060	3443003  560200			2026/6	4.25
			021628	0W20BULK	3443003  560210			2026/6	28.64
			021519	4579	3443001  560200			2026/6	7.11
					<b>Total For Check # 334974</b>				<b>104.17</b>
12/11/2025	334978	98 OKLAHOMA NATURAL GAS CO	267746591 11262025	213955901 2677465 91 11/26/2025	3443001  550240			2026/6	358.96
			267746591 11262025	213955901 2677465 91 11/26/2025	3443001  550240			2026/6	32.73
			267746591 11262025	213955901 2677465 91 11/26/2025	3443001  550240			2026/6	298.18
					<b>Total For Check # 334978</b>				<b>689.87</b>
12/11/2025	334981	96 OTA PIKEPASS CENTER	20251195911	TRAVEL - PIKEPASS FEES	3443001  550030			2026/6	150.87
					<b>Total For Check # 334981</b>				<b>150.87</b>
12/11/2025	334989	4642 PROPIO LS, LLC	0303631125	TRANSLATION SERVICES DECEMBER	3443006  530870			2026/6	142.51
					<b>Total For Check # 334989</b>				<b>142.51</b>
12/11/2025	334991	5306 RIDGECREST PRODUCTS, INC.	777931	Restock of Flexible Badges	3443001  560100			2026/6	648.35
					<b>Total For Check # 334991</b>				<b>648.35</b>
12/11/2025	334994	201 ROYAL PRINTING	66995	SOT POSTERS	3443001  550360			2026/6	484.00
					<b>Total For Check # 334994</b>				<b>484.00</b>
12/11/2025	334999	81 SHERWIN WILLIAMS CO	88232164141125	BLANKET PO FOR PAINT SUPPLIES	3443008  560180			2026/6	28.10
					<b>Total For Check # 334999</b>				<b>28.10</b>
12/11/2025	335002	1586 PETER GERNER	5680	REWRAP OF UNIT 2166 SUP CAR	3443001  540200			2026/6	464.00
					<b>Total For Check # 335002</b>				<b>464.00</b>
12/11/2025	335005	4045 STEPHANIE BRADLEY	258	Professional Services by Dr. Bradley DVM	3443009  530870			2026/6	480.00
					<b>Total For Check # 335005</b>				<b>480.00</b>
12/11/2025	335019	949 TULSA WINNELSON COMPANY	663709 01	BLANKET PO MISC. PLUMBING	3443001  560180			2026/6	296.89
					<b>Total For Check # 335019</b>				<b>296.89</b>

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12/11/2025	335025	1169 VERIZON		6129075142	6129075142 OCT 22-NOV 21, 2025	3443001  550540	2026/6
				6129075142	6129075142 OCT 22-NOV 21, 2025	3443001  550540	2026/6
				6129075142	6129075142 OCT 22-NOV 21, 2025	3443001  550540	2026/6
					<b>Total For Check # 335025</b>		<b>125.04</b>
12/11/2025	335034	1095 WINDSTREAM HOLDINGS II LLC		100738908 12032025	FY26 ANNUAL AGREEMENT	3443001  550220	2026/6
				100429341 12032025	FY26 ANNUAL AGREEMENT	3443001  550220	2026/6
					<b>Total For Check # 335034</b>		<b>12,443.61</b>
12/18/2025	335057	489 ADMIRAL EXPRESS LLC		208949-S	208949-S NOV 2025	3443001  560030	2026/6
				209065-S	209065-S NOV 2025	3443006  560030	2026/6
					<b>Total For Check # 335057</b>		<b>238.62</b>
12/18/2025	335058	149 AMERICAN ELECTRIC		234-103-0-2 12012025	FY26 ANNUAL AGREEMENT 959-234-103-	3443001  550250	2026/6
				234-103-0-2 12012025	FY26 ANNUAL AGREEMENT 959-234-103-	3443009  550250	2026/6
					<b>Total For Check # 335058</b>		<b>19,233.86</b>
12/18/2025	335060	5230 ALVA ROOFING CO		25074	FIX LEAKS IN POLICE/FIRE TRAINING-	3443001  540070	2026/6
					<b>Total For Check # 335060</b>		<b>2,200.00</b>
12/18/2025	335061	4935 AMAZON.COM SALES INC		1DV4-DNMC-D6WR	Restock of Magnetic Mics for PD Vehicles	3443001  560230	2026/6
				1C9C-LJTL-CWRH	Phone Cases for Dispatch	3443006  560230	2026/6
				1P3R-KLD7-Q6R3	Jacket Order for SRT	3443001  560100	2026/6
				13Q6-N13Y-HXKC	Various Amazon Items for PD	3443001  560030	2026/6
				13Q6-N13Y-HXKC	Various Amazon Items for PD	3443001  560230	2026/6
				13Q6-N13Y-HXKC	Various Amazon Items for PD	3443010  560230	2026/6
				13Q6-N13Y-HXKC	Various Amazon Items for PD	3443001  560550	2026/6
				13Q6-N13Y-HXKC	Various Amazon Items for PD	3443001  570170	2026/6
				1W9Y-77WJ-D9M1	Replacement Christmas Tree for Records	3443010  560230	2026/6
				1M3R-DV1W-9L47	Replacement Headlamp Assembly for Unit	3443001  560200	2026/6
					<b>Total For Check # 335061</b>		<b>3,561.80</b>
12/18/2025	335067	73 AT&T		9181470070 12012025	918 147-0070 426 9	3443006  550220	2026/6
					<b>Total For Check # 335067</b>		<b>1,830.40</b>
12/18/2025	335070	931 AXON ENTERPRISE INC		INUS376251	BUNDLE - FUSUS ENTERPRISE	3443001  540550	2026/6
					<b>Total For Check # 335070</b>		<b>150,000.05</b>

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12/18/2025	335071	1315 UNITED FORD SOUTH LLC	7821076	UNIT # 1782	3443001  540200		2026/6	185.00
					<b>Total For Check # 335071</b>			<b>185.00</b>
12/18/2025	335078	204 BROKEN ARROW PUBLIC	2026-099-026	2026-099-026 DEC 8, 2025	3443001  550100		2026/6	3,666.64
					<b>Total For Check # 335078</b>			<b>3,666.64</b>
12/18/2025	335080	576 CDW GOVERNMENT	AH2NT8G	Thermal Printers for Traffic Division	3443001  560240		2026/6	1,583.31
			AH2PE8J	Thermal Printers for Traffic Division	3443001  560240		2026/6	693.75
					<b>Total For Check # 335080</b>			<b>2,277.06</b>
12/18/2025	335082	37 CINTAS CORPORATION	5307603602	BLANKET PO FOR ALL DEPARTMENT	3443008  560230		2026/6	125.45
					<b>Total For Check # 335082</b>			<b>125.45</b>
12/18/2025	335083	1391 CLEAN THE UNIFORM CO	52168347	Rugs for PSC and Training Center for FY26	3443001  540330		2026/6	5.06
			52168348	Rugs for PSC and Training Center for FY26	3443001  540330		2026/6	5.14
			52125722	Rugs for the Animal Shelter	3443009  540330		2026/6	3.92
			52141261	Rugs for PSC and Training Center for FY26	3443001  540330		2026/6	4.71
			52141262	Rugs for PSC and Training Center for FY26	3443001  540330		2026/6	4.71
					<b>Total For Check # 335083</b>			<b>23.54</b>
12/18/2025	335093	3158 EMBLAZON PRINTING	4761	Embroidery on Firearm Instructor Shirts and	3443001  550280		2026/6	459.90
					<b>Total For Check # 335093</b>			<b>459.90</b>
12/18/2025	335099	1231 AT&T MOBILITY LLC	319339297X12082025	287319339297X12082025	3443001  550220		2026/6	240.24
			319339297X12082025	287319339297X12082025	3443001  550540		2026/6	9,366.41
					<b>Total For Check # 335099</b>			<b>9,606.65</b>
12/18/2025	335100		19128175X12082025	287319128175X12082025 NOV 2025 BILL	3443001  550220		2026/6	1,757.15
			19128175X12082025	287319128175X12082025 NOV 2025 BILL	3443009  550220		2026/6	18.72
			19128175X12082025	287319128175X12082025 NOV 2025 BILL	3443001  550540		2026/6	6,444.65
			19128175X12082025	287319128175X12082025 NOV 2025 BILL	3443006  550540		2026/6	24.74
			19128175X12082025	287319128175X12082025 NOV 2025 BILL	3443009  550540		2026/6	240.24
					<b>Total For Check # 335100</b>			<b>8,485.50</b>
12/18/2025	335101		DVR112025	500634737 11/5-12/4/2025	3443001  550540		2026/6	2,604.50
			DVR112025	500634737 11/5-12/4/2025	3443003  550540		2026/6	32.00
					<b>Total For Check # 335101</b>			<b>2,636.50</b>

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12/18/2025	335102		DVR102025	500634737 10/5-11/4/2025	3443001  550540		2026/6	2,187.50
			DVR102025	500634737 10/5-11/4/2025	3443003  550540		2026/6	32.00
					<b>Total For Check # 335102</b>			<b>2,219.50</b>
12/18/2025	335109	2219 H&H SHOOTING SPORTS	2594219	Glock G45 pistol package with COA optic.	3443001  560240		2026/6	47,580.00
					<b>Total For Check # 335109</b>			<b>47,580.00</b>
12/18/2025	335114	4320 HILL'S PET NUTRITION SALES	255422992	Food for the shelter animals	3443009  560230		2026/6	248.19
					<b>Total For Check # 335114</b>			<b>248.19</b>
12/18/2025	335117	115 INCOG	E-002325	E-002325	3443006  550220		2026/6	13,199.83
					<b>Total For Check # 335117</b>			<b>13,199.83</b>
12/18/2025	335120	23 J D YOUNG COMPANY INC	1300308	LEASE & USAGE CHARGE FY26	3443001  540330		2026/6	384.45
			1300308	LEASE & USAGE CHARGE FY26	3443006  540330		2026/6	94.06
			1300308	LEASE & USAGE CHARGE FY26	3443008  540330		2026/6	87.60
			1300308	LEASE & USAGE CHARGE FY26	3443009  540330		2026/6	87.60
			1300308	LEASE & USAGE CHARGE FY26	3443010  540330		2026/6	208.24
			1300308	LEASE & USAGE CHARGE FY26	3443001  540550		2026/6	478.52
			1300308	LEASE & USAGE CHARGE FY26	3443006  540550		2026/6	20.78
			1300308	LEASE & USAGE CHARGE FY26	3443009  540550		2026/6	8.32
			1300308	LEASE & USAGE CHARGE FY26	3443010  540550		2026/6	88.28
			1300308	LEASE & USAGE CHARGE FY26	3443001  560230		2026/6	9.19
			1300308	LEASE & USAGE CHARGE FY26	3443006  560230		2026/6	2.25
			1300308	LEASE & USAGE CHARGE FY26	3443008  560230		2026/6	4.59
			1300308	LEASE & USAGE CHARGE FY26	3443009  560230		2026/6	2.25
			1300308	LEASE & USAGE CHARGE FY26	3443010  560230		2026/6	2.25
			1305219	LEASE & USAGE CHARGE FY26	3443001  540330		2026/6	384.45
			1305219	LEASE & USAGE CHARGE FY26	3443006  540330		2026/6	94.06
			1305219	LEASE & USAGE CHARGE FY26	3443008  540330		2026/6	87.60
			1305219	LEASE & USAGE CHARGE FY26	3443009  540330		2026/6	87.60
			1305219	LEASE & USAGE CHARGE FY26	3443010  540330		2026/6	208.24
			1305219	LEASE & USAGE CHARGE FY26	3443001  540550		2026/6	476.14
			1305219	LEASE & USAGE CHARGE FY26	3443006  540550		2026/6	28.60
			1305219	LEASE & USAGE CHARGE FY26	3443009  540550		2026/6	5.76
			1305219	LEASE & USAGE CHARGE FY26	3443010  540550		2026/6	82.99
			1305219	LEASE & USAGE CHARGE FY26	3443001  560230		2026/6	8.65

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				1305219	LEASE & USAGE CHARGE FY26	3443006  560230	2026/6	2.12
				1305219	LEASE & USAGE CHARGE FY26	3443008  560230	2026/6	4.32
				1305219	LEASE & USAGE CHARGE FY26	3443009  560230	2026/6	2.12
				1305219	LEASE & USAGE CHARGE FY26	3443010  560230	2026/6	2.12
					<b>Total For Check # 335120</b>			<b>2,953.15</b>
12/18/2025	335123	5131 KEVIN BEHE		14398	CITY COUNCIL 07/14/25	3443001  540070	2026/6	3.70
				14398	CITY COUNCIL 07/14/25	3443009  540070	2026/6	0.24
				14479	CITY COUNCIL 07/14/25	3443001  540070	2026/6	2.96
				14479	CITY COUNCIL 07/14/25	3443009  540070	2026/6	0.19
				14485	CITY COUNCIL 07/14/25	3443001  540070	2026/6	2.96
				14485	CITY COUNCIL 07/14/25	3443009  540070	2026/6	0.19
				14552	CITY COUNCIL 07/14/25	3443001  540070	2026/6	2.96
				14552	CITY COUNCIL 07/14/25	3443009  540070	2026/6	0.19
				14565	CITY COUNCIL 07/14/25	3443001  540070	2026/6	3.70
				14565	CITY COUNCIL 07/14/25	3443009  540070	2026/6	0.24
				14593	CITY COUNCIL 07/14/25	3443001  540070	2026/6	3.70
				14593	CITY COUNCIL 07/14/25	3443009  540070	2026/6	0.24
				14684	CITY COUNCIL 07/14/25	3443001  540070	2026/6	2.96
				14684	CITY COUNCIL 07/14/25	3443009  540070	2026/6	0.19
				14700	CITY COUNCIL 07/14/25	3443001  540070	2026/6	2.96
				14700	CITY COUNCIL 07/14/25	3443009  540070	2026/6	0.19
				15209	CITY COUNCIL 07/14/25	3443001  540070	2026/6	3.70
				15209	CITY COUNCIL 07/14/25	3443009  540070	2026/6	0.24
				15208	CITY COUNCIL 07/14/25	3443001  540070	2026/6	3.70
				15208	CITY COUNCIL 07/14/25	3443009  540070	2026/6	0.24
				15207	CITY COUNCIL 07/14/25	3443001  540070	2026/6	3.70
				15207	CITY COUNCIL 07/14/25	3443009  540070	2026/6	0.24
				15206	CITY COUNCIL 07/14/25	3443001  540070	2026/6	3.70
				15206	CITY COUNCIL 07/14/25	3443009  540070	2026/6	0.24
				15205	CITY COUNCIL 07/14/25	3443001  540070	2026/6	3.70
				15205	CITY COUNCIL 07/14/25	3443009  540070	2026/6	0.24
				15204	CITY COUNCIL 07/14/25	3443001  540070	2026/6	4.80
				15204	CITY COUNCIL 07/14/25	3443009  540070	2026/6	0.31
				15202	CITY COUNCIL 07/14/25	3443001  540070	2026/6	3.70
				15202	CITY COUNCIL 07/14/25	3443009  540070	2026/6	0.24
				15203	CITY COUNCIL 07/14/25	3443001  540070	2026/6	4.80
				15203	CITY COUNCIL 07/14/25	3443009  540070	2026/6	0.31

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			15201	CITY COUNCIL 07/14/25	3443001  540070		2026/6	2.96
			15201	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.19
			15235	CITY COUNCIL 07/14/25	3443001  540070		2026/6	2.96
			15235	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.19
			15161	CITY COUNCIL 07/14/25	3443001  540070		2026/6	2.96
			15161	CITY COUNCIL 07/14/25	3443009  540070		2026/6	0.19
				<b>Total For Check #</b>	<b>335123</b>			<b>70.88</b>
12/18/2025	335128	614 LIGHTING INC/BROKEN ARROW	S3434214.001	BLANKET PO FOR MISC. LIGHTING	3443001  560180		2026/6	32.63
				<b>Total For Check #</b>	<b>335128</b>			<b>32.63</b>
12/18/2025	335130	2355 LOCKEDINRN	12082025	Visiting Nurse	3443008  530870		2026/6	307.08
				<b>Total For Check #</b>	<b>335130</b>			<b>307.08</b>
12/18/2025	335131	3658 MALLORY SAFETY AND SUPPLY	6310842	SOT Helmet for James Koch	3443001  560110		2026/6	879.09
				<b>Total For Check #</b>	<b>335131</b>			<b>879.09</b>
12/18/2025	335138	25 NAPA AUTO PARTS	021558	7502	3443001  560200		2026/6	4.25
			021558	4068	3443001  560200		2026/6	5.32
			021558	6935	3443001  560200		2026/6	9.55
			021558	20811	3443001  560210		2026/6	23.61
			021558	115	3443001  560210		2026/6	14.44
			021558	5W20BULK	3443001  560210		2026/6	20.28
			021562	MTP65HD	3443001  560200		2026/6	136.94
			021565	7060	3443001  560200		2026/6	4.25
			021565	4017	3443001  560200		2026/6	8.00
			021565	9756	3443001  560200		2026/6	14.86
			021565	20811	3443001  560210		2026/6	23.61
			021565	115	3443001  560210		2026/6	14.44
			021565	5W20BULK	3443001  560210		2026/6	23.66
			021565	2413	3443001  560230		2026/6	6.34
			021573	7502	3443001  560200		2026/6	4.25
			021573	4068	3443001  560200		2026/6	5.32
			021573	6935	3443001  560200		2026/6	9.55
			021573	20811	3443001  560210		2026/6	23.61
			021573	115	3443001  560210		2026/6	14.44
			021573	5W20BULK	3443001  560210		2026/6	20.28
			021591	2413	3443001  560200		2026/6	6.34

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	021591	87866865	3443001  560200		2026/6	427.30
	021591	85140320	3443001  560200		2026/6	105.87
	021591	84032	3443001  560210		2026/6	24.39
	021593	43562	3443001  560200		2026/6	111.91
	021593	MTX94RH7	3443001  560200		2026/6	223.93
	021593	AS268Y	3443001  560210		2026/6	10.06
	021651	7502	3443001  560200		2026/6	4.25
	021651	4068	3443001  560200		2026/6	5.32
	021651	6935	3443001  560200		2026/6	9.55
	021651	20811	3443001  560210		2026/6	23.61
	021651	115	3443001  560210		2026/6	14.44
	021651	5W20BULK	3443001  560210		2026/6	20.28
	021654	F008921	3443001  560190		2026/6	356.04
	021746	7002612	3443001  560230		2026/6	73.60
	021762	7060	3443001  560200		2026/6	4.25
	021762	MTP48H6	3443001  560200		2026/6	293.46
	021762	20811	3443001  560210		2026/6	23.61
	021762	115	3443001  560210		2026/6	14.44
	021762	5W30BULK	3443001  560210		2026/6	24.84
	021770	7060	3443001  560200		2026/6	4.25
	021770	5W30BULK	3443001  560210		2026/6	24.84
	021770	115	3443001  560210		2026/6	14.44
	021770	20811	3443001  560210		2026/6	23.61
	021771	13540600	3443001  560190		2026/6	86.33
	021789	7502	3443001  560200		2026/6	4.25
	021789	4068	3443001  560200		2026/6	5.32
	021789	6935	3443001  560200		2026/6	9.55
	021789	20811	3443001  560210		2026/6	23.61
	021789	115	3443001  560210		2026/6	14.44
	021789	5W20BULK	3443001  560210		2026/6	20.28
	021790	7060	3443001  560200		2026/6	4.25
	021790	4017	3443001  560200		2026/6	8.00
	021790	9756	3443001  560200		2026/6	14.86
	021790	5W20BULK	3443001  560210		2026/6	23.66
	021790	115	3443001  560210		2026/6	14.44
	021790	20811	3443001  560210		2026/6	23.61
	021791	7060	3443001  560200		2026/6	4.25
	021791	20811	3443001  560210		2026/6	23.61

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				021791	115	3443001  560210		2026/6	14.44
				021791	5W20BULK	3443001  560210		2026/6	23.66
				021811	4211	3443001  560200		2026/6	14.22
				021811	100255	3443001  560200		2026/6	4.25
				021811	200942	3443001  560200		2026/6	15.75
				021811	20811	3443001  560210		2026/6	47.22
				021811	115	3443001  560210		2026/6	14.44
				021811	0W20BULK	3443001  560210		2026/6	28.64
				021818	F011685	3443001  560190		2026/6	144.21
				021823	7502	3443001  560200		2026/6	4.25
				021823	5W30BULK	3443001  560210		2026/6	24.84
				021823	20811	3443001  560210		2026/6	23.61
				021823	115	3443001  560210		2026/6	14.44
						<b>Total For Check # 335138</b>			<b>2,886.06</b>
12/18/2025	335139			021570	109	3443001  560200		2026/6	5.53
				021570	35934	3443001  560200		2026/6	6.37
				021574	RTU1GAL	3443001  560210		2026/6	8.61
				021578	7502	3443009  560200		2026/6	4.25
				021578	230266	3443009  560200		2026/6	10.91
				021578	9883	3443009  560200		2026/6	12.73
				021578	5W20BULK	3443009  560210		2026/6	27.04
				021652	6011G	3443001  560200		2026/6	8.32
				021745	7502	3443001  560200		2026/6	4.25
				021745	20811	3443001  560210		2026/6	23.61
				021745	115	3443001  560210		2026/6	14.44
				021745	5W20BULK	3443001  560210		2026/6	20.28
				021793	ADA112	3443001  560200		2026/6	18.11
				021814	NPB22	3443001  560200		2026/6	16.24
				021814	9L1Z17528BA	3443001  560200		2026/6	25.02
				021946	FT9673	3443001  560200		2026/6	-57.93
				021946	84032	3443001  560210		2026/6	48.78
						<b>Total For Check # 335139</b>			<b>196.56</b>
12/18/2025	335140			021715	2413	3443001  560230		2026/6	3.17
				021765	34874	3443001  560230		2026/6	5.00
						<b>Total For Check # 335140</b>			<b>8.17</b>



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12/18/2025	335146	580 OKLAHOMA ASSOCIATION OF	24542	24542 CHIEF ARNOLD ACCREDITATION	3443001  530870		2026/6	1,000.00
			24296	24296 CHIEF ARNOLD MEMBERSHIP	3443001  530850		2026/6	150.00
				<b>Total For Check #</b>	<b>335146</b>			<b>1,150.00</b>
12/18/2025	335158	4642 PROPIO LS, LLC	0303631025	0303631025	3443006  530870		2026/6	220.22
				<b>Total For Check #</b>	<b>335158</b>			<b>220.22</b>
12/18/2025	335165	5439 RIGID EMERGENCY VEHICLES	911-169	Install Grapplers on Units 2308, 2309, and	3443001  540200		2026/6	1,375.00
				<b>Total For Check #</b>	<b>335165</b>			<b>1,375.00</b>
12/18/2025	335173	335 SERVICE OKLAHOMA	L0169599448	L0169599448 DEC 5, 2025	3443001  560230		2026/6	15.50
				<b>Total For Check #</b>	<b>335173</b>			<b>15.50</b>
12/18/2025	335181	4917 FIRST RESPONDER	1082619	Badges for Police Recruits	3443001  560100		2026/6	2,673.18
				<b>Total For Check #</b>	<b>335181</b>			<b>2,673.18</b>
12/18/2025	335182	4045 STEPHANIE BRADLEY	260	Professional Services by Dr. Bradley DVM	3443009  530870		2026/6	520.00
				<b>Total For Check #</b>	<b>335182</b>			<b>520.00</b>
12/18/2025	335183	4985 STOCK ENTERPRISES, LLC	INV-55173	Training Nets for Grappler Training	3443001  560230		2026/6	5,358.08
				<b>Total For Check #</b>	<b>335183</b>			<b>5,358.08</b>
12/18/2025	335186	533 BROKEN ARROW INSURANCE	3339490	3339490 DEC 5, 2025	3443008  530110		2026/6	30.00
				<b>Total For Check #</b>	<b>335186</b>			<b>30.00</b>
12/18/2025	335187		3339517	3339517 DEC 5, 2025	3443008  530110		2026/6	30.00
				<b>Total For Check #</b>	<b>335187</b>			<b>30.00</b>
12/18/2025	335188		3339507	3339507 DEC 5, 2025	3443008  530110		2026/6	30.00
				<b>Total For Check #</b>	<b>335188</b>			<b>30.00</b>
12/18/2025	335189		3339532	3339532 DEC 5, 2025	3443008  530110		2026/6	30.00
				<b>Total For Check #</b>	<b>335189</b>			<b>30.00</b>
12/18/2025	335190	1104 TIGER, INC.	1125247890	1125247890 NOV 2025 BILL 4205 E	3443001  550240		2026/6	81.58
				<b>Total For Check #</b>	<b>335190</b>			<b>81.58</b>
12/18/2025	335198	949 TULSA WINNELSON COMPANY	661617 01	BLANKET PO MISC. PLUMBING	3443001  560180		2026/6	37.15

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			666803.01	BLANKET PO MISC. PLUMBING	3443008  560180		2026/6	11.20
					Total For Check # 335198			48.35
12/18/2025	335208	358 WALGREENS COMPANY	500108661	500108661 DEC 2, 2025	3443008  530870		2026/6	26.38
					Total For Check # 335208			26.38
					Total For Fund 344			334,317.95
					Number of Invoices For Fund 344			432

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Fund 345

CHECK DATE	CHECK #	VENDOR				PROJECT	
		NAME	INVOICE	DESCRIPTION	G/L NUMBER	YEAR/PERIOD	AMOUNT
12/11/2025	202750	826 LOWES	81586	BLANKET PO FOR MISC. ITEMS	3453501 [560230]	2026/6	132.97
			85648	BLANKET PO FOR MISC. ITEMS	3453501 [560180]	2026/6	42.72
			95391	BLANKET PO FOR MISC. ITEMS	3453501 [560230]	2026/6	160.89
			79680	BLANKET PO FOR MISC. ITEMS	3453503 [560230]	2026/6	-232.34
			79704	BLANKET PO FOR MISC. ITEMS	3453503 [560230]	2026/6	214.30
			81797	BLANKET PO FOR MISC. ITEMS	3453501 [560230]	2026/6	39.91
			86908	BLANKET PO FOR MISC. ITEMS	3453501 [560180]	2026/6	43.91
				<b>Total For Check # 202750</b>			<b>402.36</b>
12/11/2025	334871	4633 COLONIAL LIFE & ACCIDENT INSURANCE COMPANY	182417	Payroll Run 1 - Warrant 251121	345 [218590]	2026/5	615.58
				<b>Total For Check # 334871</b>			<b>615.58</b>
12/11/2025	334872	1238 ERIC ARNOLD	EMP 12032025	EMPLOYEE REIMBURSEMENT - DEC 3, 2025	3453501 [530110]	2026/6	100.00
				<b>Total For Check # 334872</b>			<b>100.00</b>
12/11/2025	334897	149 AMERICAN ELECTRIC	284-103-0-3 11242025	FY26 ANNUAL AGREEMENT 953-284-103-0	3453501 [550250]	2026/6	5,159.13
				<b>Total For Check # 334897</b>			<b>5,159.13</b>
12/11/2025	334900	4935 AMAZON.COM SALES INC	1LTJ-4P4J-3TPP	Bruce Leohart-Building Maintenance for Fire	3453504 [560240]	2026/6	1,785.45
			1W7Q-GTXV-CT1L	12 Carabiners T-Packs	3453502 [560230]	2026/6	83.88
			14XT-4F63-G1D6	Snow cleats, air wedges, APW parts	3453501 [560110]	2026/6	39.99
			14XT-4F63-G1D6	Snow cleats, air wedges, APW parts	3453501 [560230]	2026/6	202.96
			14XT-4F63-G1D6	Snow cleats, air wedges, APW parts	3453501 [560310]	2026/6	7.89
				<b>Total For Check # 334900</b>			<b>2,120.17</b>
12/11/2025	334901	5180 AMERICAN MEDICAL GAS	3882	BLANKET PO FOR EMS OXYGEN AND	3453502 [560230]	2026/6	102.00
			3889	BLANKET PO FOR EMS OXYGEN AND	3453502 [560230]	2026/6	142.00
				<b>Total For Check # 334901</b>			<b>244.00</b>
12/11/2025	334912	18 BOUND TREE MEDICAL	85995946	BLANKET PO FOR EMS SUPPLIES	3453502 [560230]	2026/6	5,160.00
				<b>Total For Check # 334912</b>			<b>5,160.00</b>
12/11/2025	334920	996 CITY OF BROKEN ARROW	182849	Payroll Run 1 - Warrant 251205	345 [218180]	2026/6	395.83
			182849	Payroll Run 1 - Warrant 251205	345 [218360]	2026/6	3,087.17
				<b>Total For Check # 334920</b>			<b>3,483.00</b>
12/11/2025	334922	1391 CLEAN THE UNIFORM CO	52165911	CLEANING SUPPLIES FOR MULTIPLE	3453501 [540330]	2026/6	20.93
			52165911	CLEANING SUPPLIES FOR MULTIPLE	3453501 [560300]	2026/6	115.42
			52166399	CLEANING SUPPLIES FOR MULTIPLE	3453501 [540330]	2026/6	31.22
			52166399	CLEANING SUPPLIES FOR MULTIPLE	3453501 [560300]	2026/6	57.00
			52165910	CLEANING SUPPLIES FOR MULTIPLE	3453501 [540330]	2026/6	2.94
				<b>Total For Check # 334922</b>			<b>227.51</b>
12/11/2025	334928	882 COX COMMUNICATIONS	076689001 11242025	FY26 ANNUAL AGREEMENT 001 6311	3453501 [550540]	2026/6	778.34
				<b>Total For Check # 334928</b>			<b>778.34</b>

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
12/11/2025	334931	4957 DIGITECH COMPUTER LLC	618001221	OCTOBER 2025	3453502  550280		2026/6	27,025.51
					<b>Total For Check # 334931</b>			<b>27,025.51</b>
12/11/2025	334936	1552 EMS TECHNOLOGY SOLUTIONS	74475	MULTIPLE LICENSES	3453502  540550		2026/6	1,706.00
					<b>Total For Check # 334936</b>			<b>1,706.00</b>
12/11/2025	334947	5026 DALE GRAHAM	000232	REPAIRS AT FIRE STATION 4	3453501  540070		2026/6	100.00
					<b>Total For Check # 334947</b>			<b>100.00</b>
12/11/2025	334948	76 GRAINGER	9732551792	Tool straps	3453501  560230		2026/6	78.72
					<b>Total For Check # 334948</b>			<b>78.72</b>
12/11/2025	334954	798 HENRY SCHEIN INC	49716895	EMS SUPPLIES ACCT 1199339	3453502  560230		2026/6	3,220.00
			50126960	EMS SUPPLIES ACCT 1199339	3453502  560230		2026/6	211.68
					<b>Total For Check # 334954</b>			<b>3,431.68</b>
12/11/2025	334963	5131 KEVIN BEHE	15272	CITY COUNCIL 07/14/25	3453501  540070		2026/6	6.05
			15273	CITY COUNCIL 07/14/25	3453501  540070		2026/6	5.58
			15268	CITY COUNCIL 07/14/25	3453501  540070		2026/6	5.58
			15269	CITY COUNCIL 07/14/25	3453501  540070		2026/6	3.72
			15270	CITY COUNCIL 07/14/25	3453501  540070		2026/6	3.72
			15271	CITY COUNCIL 07/14/25	3453501  540070		2026/6	3.72
			15266	CITY COUNCIL 07/14/25	3453501  540070		2026/6	2.79
			15264	CITY COUNCIL 07/14/25	3453501  540070		2026/6	5.58
			15263	CITY COUNCIL 07/14/25	3453501  540070		2026/6	5.58
			15262	CITY COUNCIL 07/14/25	3453501  540070		2026/6	2.79
			15265	CITY COUNCIL 07/14/25	3453501  540070		2026/6	5.58
			15275	CITY COUNCIL 07/14/25	3453501  540070		2026/6	4.65
			15274	CITY COUNCIL 07/14/25	3453501  540070		2026/6	12.09
			15147	CITY COUNCIL 07/14/25	3453501  540070		2026/6	3.72
			15193	CITY COUNCIL 07/14/25	3453501  540070		2026/6	3.72
			15192	CITY COUNCIL 07/14/25	3453501  540070		2026/6	7.44
					<b>Total For Check # 334963</b>			<b>82.31</b>
12/11/2025	334966	1088 LIFE ASSIST INC	2021982	BLANKET PO FOR EMS	3453502  560230		2026/6	694.83
			2025724	BLANKET PO FOR EMS	3453502  560230		2026/6	2,605.00
			2025917	BLANKET PO FOR EMS	3453502  560230		2026/6	123.00
					<b>Total For Check # 334966</b>			<b>3,422.83</b>
12/11/2025	334968	4380 LOCK-DOC INC	120125-H21	BLANKET PO FOR LOCKS,KEYS, & ETC	3453501  560180		2026/6	2,174.92
					<b>Total For Check # 334968</b>			<b>2,174.92</b>
12/11/2025	334971	5542 MEDICAL WASTE SERVICES, LLC	269779	MEICAL WASTE PICKUP FOR STATIONS	3453502  530870		2026/6	360.50
					<b>Total For Check # 334971</b>			<b>360.50</b>
12/11/2025	334973	25 NAPA AUTO PARTS	21357	915520120	3453501  560200		2026/6	416.80

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				21358	1748XD	3453501  560200		2026/6	33.89
				21358	FS20121	3453501  560200		2026/6	76.81
				21358	FF63041NN	3453501  560200		2026/6	45.20
				21358	15W40BULK	3453501  560210		2026/6	86.16
				21360	7317	3453501  560200		2026/6	19.10
				21360	29558329	3453501  560200		2026/6	125.87
				21360	950011K	3453501  560200		2026/6	31.20
				21377	FL3Z13B375CC	3453502  560200		2026/6	221.86
				21377	HC3Z17683KA	3453502  560200		2026/6	2,144.03
				21377	ML3Z1521411A	3453502  560200		2026/6	408.96
				21481	259480	3453501  560200		2026/6	19.07
				21481	259470	3453501  560200		2026/6	15.28
				21495	230266	3453502  560200		2026/6	10.91
				21495	7151	3453502  560200		2026/6	15.05
				21495	200905	3453502  560200		2026/6	20.38
				21495	192N	3453502  560200		2026/6	0.98
				21495	15W40BULK	3453502  560210		2026/6	46.67
				21500	KR3Z6B209A	3453502  560200		2026/6	125.29
				021595	1075MPSIP	3453502  560200		2026/6	190.04
				021596	1833887	3453503  560200		2026/6	331.57
				021596	1641395	3453503  560200		2026/6	7.12
				021596	3S2093	3453503  560200		2026/6	0.50
				021606	511306	3453501  560200		2026/6	438.89
				021609	513556	3453501  560200		2026/6	55.22
				021612	7899	3453503  560200		2026/6	4.25
				021612	2725	3453503  560200		2026/6	15.92
				021612	3157N	3453503  560200		2026/6	0.61
				021612	5W20BULK	3453503  560210		2026/6	23.66
				021523	LC3Z6C348A	3453502  560200		2026/6	127.78
					<b>Total For Check # 334973</b>				<b>5,059.07</b>
12/11/2025	334974			21361	6133	3453501  560230		2026/6	6.76
				21483	920445	3453501  560200		2026/6	2.52
				21496	2413	3453502  560230		2026/6	6.34
				21504	800002250	3453502  560230		2026/6	6.87
				21504	AHDWMPHDC1	3453502  560230		2026/6	7.84
				21505	800002250	3453502  560230		2026/6	6.87
				21506	800002250	3453501  560230		2026/6	6.87
				21511	17171	3453501  560200		2026/6	5.70
				021633	5061320	3453501  560210		2026/6	4.72
				021634	5061320	3453501  560210		2026/6	4.72
					<b>Total For Check # 334974</b>				<b>59.21</b>
12/11/2025	334978	98 OKLAHOMA NATURAL GAS CO	267746591 11262025	213955901 2677465 91 11/26/2025	3453501  550240			2026/6	281.08
			267746591 11262025	213955901 2677465 91 11/26/2025	3453501  550240			2026/6	372.46
			267746591 11262025	213955901 2677465 91 11/26/2025	3453501  550240			2026/6	315.16

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				267746591 11262025	213955901 2677465 91 11/26/2025	3453501 [550240]		2026/6	317.99
				267746591 11262025	213955901 2677465 91 11/26/2025	3453501 [550240]		2026/6	306.87
				267746591 11262025	213955901 2677465 91 11/26/2025	3453501 [550240]		2026/6	323.04
				267746591 11262025	213955901 2677465 91 11/26/2025	3453501 [550240]		2026/6	490.92
				267746591 11262025	213955901 2677465 91 11/26/2025	3453501 [550240]		2026/6	283.75
						<b>Total For Check # 334978</b>			<b>2,691.27</b>
12/11/2025	334988	4508 C A ASSETS LLC		28287	REPAIRS AT STATION 6	3453501 [540070]		2026/6	269.00
						<b>Total For Check # 334988</b>			<b>269.00</b>
12/11/2025	335000	302 SHIFT CALENDARS		26048	2026 SHIFT CALENDARS	3453501 [560030]		2026/6	556.98
						<b>Total For Check # 335000</b>			<b>556.98</b>
12/18/2025	335053	3969 THE GET DOWN		OCT 17, 2025	BAND FOR THE FIRE DEPARTMENT GALA	3453501 [550890]		2026/6	3,000.00
						<b>Total For Check # 335053</b>			<b>3,000.00</b>
12/18/2025	335054	5216 918 WRECKER SERVICE INC.		25-309729	25-309729 DEC 6, 2025	3453501 [540200]		2026/6	160.00
						<b>Total For Check # 335054</b>			<b>160.00</b>
12/18/2025	335061	4935 AMAZON.COM SALES INC		1RGJ-L4N7-63RL	ITEM: VIVO Adjustable Computer Keyboard	3453501 [560030]		2026/6	124.06
				1FDD-FGDX-R3V3	Items to finish Brush install	3453501 [560230]		2026/6	52.73
				1W94-T1HN-WGFQ	ITEM: 3M P100 Respirator Cartridge/Filter	3453504 [560110]		2026/6	158.48
				1KGX-C9DD-YMGY	ITEM: 3M P100 Respirator Cartridge/Filter	3453504 [560110]		2026/6	-158.48
						<b>Total For Check # 335061</b>			<b>176.79</b>
12/18/2025	335062	5180 AMERICAN MEDICAL GAS		3754	BLANKET PO FOR EMS OXYGEN AND	3453502 [560230]		2026/6	372.00
				3767	BLANKET PO FOR EMS OXYGEN AND	3453502 [560230]		2026/6	162.00
				3879	BLANKET PO FOR EMS OXYGEN AND	3453502 [560210]		2026/6	135.00
						<b>Total For Check # 335062</b>			<b>669.00</b>
12/18/2025	335074	18 BOUND TREE MEDICAL		86009650	BLANKET PO FOR EMS SUPPLIES	3453502 [560230]		2026/6	1,717.10
				86014005	BLANKET PO FOR EMS SUPPLIES	3453502 [560230]		2026/6	3,478.72
						<b>Total For Check # 335074</b>			<b>5,195.82</b>
12/18/2025	335099	1231 AT&T MOBILITY LLC		319339297X12082025	287319339297X12082025	3453501 [550540]		2026/6	1,827.82
				319339297X12082025	287319339297X12082025	3453501 [560240]		2026/6	2,874.13
						<b>Total For Check # 335099</b>			<b>4,701.95</b>
12/18/2025	335100			19128175X12082025	287319128175X12082025 NOV 2025 BILL	3453501 [550220]		2026/6	128.52
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	3453502 [550220]		2026/6	18.94
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	3453501 [550540]		2026/6	2,451.69
				19128175X12082025	287319128175X12082025 NOV 2025 BILL	3453502 [550540]		2026/6	649.60
						<b>Total For Check # 335100</b>			<b>3,248.75</b>
12/18/2025	335101			DVR112025	500634737 11/5-12/4/2025	3453501 [550540]		2026/6	905.50
				DVR112025	500634737 11/5-12/4/2025	3453502 [550540]		2026/6	32.00

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					<b>Total For Check # 335101</b>				<b>937.50</b>
12/18/2025	335102			DVR102025	500634737 10/5-11/4/2025	3453501  550540		2026/6	802.25
				DVR102025	500634737 10/5-11/4/2025	3453502  550540		2026/6	32.00
					<b>Total For Check # 335102</b>				<b>834.25</b>
12/18/2025	335113	798 HENRY SCHEIN INC		50126961	EMS SUPPLIES ACCT 1199339	3453502  560230		2026/6	240.00
				50337225	EMS SUPPLIES ACCT 1199339	3453502  560230		2026/6	1,071.00
					<b>Total For Check # 335113</b>				<b>1,311.00</b>
12/18/2025	335120	23 J D YOUNG COMPANY INC		1300308	LEASE & USAGE CHARGE FY26	3453501  540330		2026/6	279.57
				1300308	LEASE & USAGE CHARGE FY26	3453503  540330		2026/6	254.68
				1300308	LEASE & USAGE CHARGE FY26	3453501  540550		2026/6	171.68
				1300308	LEASE & USAGE CHARGE FY26	3453501  560230		2026/6	6.84
				1305219	LEASE & USAGE CHARGE FY26	3453501  540330		2026/6	279.57
				1305219	LEASE & USAGE CHARGE FY26	3453503  540330		2026/6	254.68
				1305219	LEASE & USAGE CHARGE FY26	3453501  540550		2026/6	185.20
				1305219	LEASE & USAGE CHARGE FY26	3453503  540550		2026/6	421.97
				1305219	LEASE & USAGE CHARGE FY26	3453501  560230		2026/6	6.44
				1305219	LEASE & USAGE CHARGE FY26	3453503  560230		2026/6	10.13
					<b>Total For Check # 335120</b>				<b>1,870.76</b>
12/18/2025	335123	5131 KEVIN BEHE		14398	CITY COUNCIL 07/14/25	3453501  540070		2026/6	4.65
				14479	CITY COUNCIL 07/14/25	3453501  540070		2026/6	3.72
				14485	CITY COUNCIL 07/14/25	3453501  540070		2026/6	3.72
				14552	CITY COUNCIL 07/14/25	3453501  540070		2026/6	3.72
				14565	CITY COUNCIL 07/14/25	3453501  540070		2026/6	4.65
				14593	CITY COUNCIL 07/14/25	3453501  540070		2026/6	4.65
				14684	CITY COUNCIL 07/14/25	3453501  540070		2026/6	3.72
				14700	CITY COUNCIL 07/14/25	3453501  540070		2026/6	3.72
				15209	CITY COUNCIL 07/14/25	3453501  540070		2026/6	4.65
				15208	CITY COUNCIL 07/14/25	3453501  540070		2026/6	4.65
				15207	CITY COUNCIL 07/14/25	3453501  540070		2026/6	4.65
				15206	CITY COUNCIL 07/14/25	3453501  540070		2026/6	4.65
				15205	CITY COUNCIL 07/14/25	3453501  540070		2026/6	4.65
				15204	CITY COUNCIL 07/14/25	3453501  540070		2026/6	6.05
				15202	CITY COUNCIL 07/14/25	3453501  540070		2026/6	4.65
				15203	CITY COUNCIL 07/14/25	3453501  540070		2026/6	6.05
				15201	CITY COUNCIL 07/14/25	3453501  540070		2026/6	3.72
				15235	CITY COUNCIL 07/14/25	3453501  540070		2026/6	3.72
				15161	CITY COUNCIL 07/14/25	3453501  540070		2026/6	3.72
					<b>Total For Check # 335123</b>				<b>83.71</b>
12/18/2025	335126	1088 LIFE ASSIST INC		2029922	BLANKET PO FOR EMS	3453502  560230		2026/6	5,149.52
				2029436	BLANKET PO FOR EMS	3453502  560230		2026/6	260.00
					<b>Total For Check # 335126</b>				<b>5,409.52</b>

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		NAME	INVOICE	DESCRIPTION	G/L NUMBER	YEAR/PERIOD	AMOUNT	
12/18/2025	335127	821 LIGHT HOUSE UNIFORMS CO.	A-328886	Class A Uniform and shoes for Jansen	3453501  560100	2026/6	5,182.05	
					<b>Total For Check # 335127</b>		<b>5,182.05</b>	
12/18/2025	335128	614 LIGHTING INC/BROKEN ARROW	S3429879.001	BLANKET PO FOR MISC. LIGHTING	3453502  560230	2026/6	63.15	
			S3434150.001	BLANKET PO FOR MISC. LIGHTING	3453501  560180	2026/6	181.37	
					<b>Total For Check # 335128</b>		<b>244.52</b>	
12/18/2025	335129	131 LOCKE SUPPLY COMPANY	57143926-00	BLANKET PO FOR PLUMBING &	3453501  560180	2026/6	122.32	
					<b>Total For Check # 335129</b>		<b>122.32</b>	
12/18/2025	335138	25 NAPA AUTO PARTS	021556	27640C	3453504  560200	2026/6	447.00	
			021572	MTP65HD	3453501  560200	2026/6	136.94	
			021577	7151	3453502  560200	2026/6	15.05	
			021577	230266	3453502  560200	2026/6	10.91	
			021577	200905	3453502  560200	2026/6	20.38	
			021577	15W40BULK	3453502  560210	2026/6	53.85	
			021795	A5925	3453501  560200	2026/6	816.67	
			021795		3453501  560200	2026/6	23.39	
			021796	91553951	3453501  560200	2026/6	129.94	
			021796		3453501  560200	2026/6	15.40	
			021798	DJ26	3453501  560200	2026/6	106.44	
			021798		3453501  560200	2026/6	15.99	
			021826	4324701510	3453501  560200	2026/6	1,410.22	
			021826		3453501  560200	2026/6	80.00	
			021931	7502	3453501  560200	2026/6	4.25	
			021931	100255	3453501  560200	2026/6	4.25	
			021931	5W20BULK	3453501  560210	2026/6	20.28	
			021931	0W20BULK	3453501  560210	2026/6	28.64	

**City of Broken Arrow**  
**Check Register by Fund**



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				021931	2413	3453501  560230		2026/6	6.34
				021949	NIC1117	3453501  560180		2026/6	51.36
				021949	SLA0905	3453501  560180		2026/6	125.28
				021955	7051509	3453501  560200		2026/6	23.72
				021955	300	3453501  560200		2026/6	148.24
				021955		3453501  560200		2026/6	25.35
						<b>Total For Check # 335138</b>			<b>3,719.89</b>
12/18/2025	335139			021550	2310747	3453501  560200		2026/6	39.46
				021550		3453501  560200		2026/6	19.88
				021559	304182	3453502  560230		2026/6	17.26
				021592	AJC12681	3453501  560200		2026/6	23.22
				021740	08008	3453501  560230		2026/6	9.82
				021773	8195565	3453502  560200		2026/6	37.58
				021800	7060	3453501  560200		2026/6	4.25
				021800	2725	3453501  560200		2026/6	15.92
				021800	6012A	3453501  560200		2026/6	6.68
				021800	6016J	3453501  560200		2026/6	6.68
				021800	5W20BULK	3453501  560210		2026/6	23.66
				021813	82180	3453502  560230		2026/6	7.79
						<b>Total For Check # 335139</b>			<b>212.20</b>
12/18/2025	335140			021743	86102	3453502  560230		2026/6	3.11
				021806	ECR2032BP	3453502  560230		2026/6	6.08
				021825	EN22	3453502  560200		2026/6	2.37
						<b>Total For Check # 335140</b>			<b>11.56</b>
12/18/2025	335145	4349 OKIE PACKAGING & INDUSTRIAL SUPPLIES	320084A		BLANKET ORDER FOR BLANKET PO FOR	3453502  560230		2026/6	65.04
						<b>Total For Check # 335145</b>			<b>65.04</b>
12/18/2025	335153	96 OTA PIKEPASS CENTER	20251195545	20251195545 NOV 30, 2025		3453501  550030		2026/6	552.55
				20251195545	20251195545 NOV 30, 2025	3453502  550030		2026/6	402.27
				20251195545	20251195545 NOV 30, 2025	3453501  550030		2026/6	-552.55
				20251195545	20251195545 NOV 30, 2025	3453502  550030		2026/6	-402.27
						<b>Total For Check # 335153</b>			<b>0.00</b>
12/18/2025	335180	268 SOUTHERN TIRE MART	3500285981		UNIT #2210 - BRIAN GAYNOR	3453501  540200		2026/6	135.00
						<b>Total For Check # 335180</b>			<b>135.00</b>
12/18/2025	335195	1230 TULSA COUNTY ADMINISTRATIVE	10015617		10015617 BUSINESS CARDS	3453501  550360		2026/6	24.34
						<b>Total For Check # 335195</b>			<b>24.34</b>
						<b>Total For Fund 345</b>			<b>102,624.06</b>
						<b>Number of Invoices For Fund 345</b>			<b>207</b>

City of Broken Arrow  
Check Register by Fund



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Fund 592

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
12/11/2025	334998	1263 SELSER SCHAEFER	2510892	Public Safety Complex II 191711	5921700  570160	191711	2026/6	1,427.85
					<b>Total For Check # 334998</b>			<b>1,427.85</b>
12/18/2025	335135	5348 MONTE R. LEE AND COMPANY	CO0067.25	Radio Tower PN 191793	5921700  570180	191713	2026/6	1,747.25
					<b>Total For Check # 335135</b>			<b>1,747.25</b>
12/18/2025	335172	3216 SCISSOR TAIL CONSTRUCTION, PA 5	191711	Prj 191711-Renovation of EMS Bldg	5921700  570150	191711	2026/6	166,650.79
					<b>Total For Check # 335172</b>			<b>166,650.79</b>
					<b>Total For Fund 592</b>			<b>169,825.89</b>
					<b>Number of Invoices For Fund 592</b>			<b>3</b>

City of Broken Arrow  
Check Register by Fund

CHECK DATE	CHECK #	VENDOR				PROJECT		
		NAME	INVOICE	DESCRIPTION	G/L NUMBER	YEAR/PERIOD	AMOUNT	
12/11/2025	334869	5583 CHRISTIAN CUBERO	ST21390	ST21390 PARCEL 11.0 ROW	5935300  570080	ST21390	2026/6	26,980.00
					<b>Total For Check # 334869</b>			<b>26,980.00</b>
12/11/2025	334873	5585 JOSE ANTONIO MUNGUA	ST21390	ST21390 PARCEL 17.0 ROW	5935300  570080	ST21390	2026/6	29,700.00
					<b>Total For Check # 334873</b>			<b>29,700.00</b>
12/11/2025	334890	5584 SHARI L. MOBLEY	ST21390	ST23190 PARCEL 4.0 ROW ACQUISITION	5935300  570080	ST21390	2026/6	36,210.00
					<b>Total For Check # 334890</b>			<b>36,210.00</b>
12/11/2025	334924	5323 COLUMN SOFTWARE PBC	B6BD5005-0272	B6BD5005-0272 11/26/2025	5935300  570160	ST2031	2026/6	372.78
					<b>Total For Check # 334924</b>			<b>372.78</b>
12/11/2025	334944	674 GARVER ENGINEERS	18037041-41 23T27000-20	110404 WIDENING OF 9TH STREET NEW	5935300  570160  5935300  570160	ST2027 ST23280	2026/6 2026/6	12,452.75 6,391.16
					<b>Total For Check # 334944</b>			<b>18,843.91</b>
12/11/2025	334985	320 POE AND ASSOCIATES	15799 15800	PJ# ST24200 - BRENT STOUT 110033	5935300  570160  5935300  570150	ST24200 ST2028	2026/6 2026/6	4,436.25 430.00
					<b>Total For Check # 334985</b>			<b>4,866.25</b>
12/11/2025	334998	1263 SELSER SCHAEFER	2510893 2510897	Jail Expansion Renovation Prof Agreement Operations Center Admin Building 2317210	5933008  570160  5931700  570160	203019 2317210	2026/6 2026/6	26,803.25 6,192.31
					<b>Total For Check # 334998</b>			<b>32,995.56</b>
12/11/2025	335010	3343 THE PUBLIC FINANCE LAW	12042025-01	PUBLICATION EXPENSES 2025 BOND	5937000  580040		2026/6	4,540.43
					<b>Total For Check # 335010</b>			<b>4,540.43</b>
12/18/2025	335104	3689 FREESE AND NICHOLS INC	0001395049	SW1910 Stone Ridge Drainage	5935305  570160	SW1910	2026/6	8,791.52
					<b>Total For Check # 335104</b>			<b>8,791.52</b>
12/18/2025	335137	3669 MYERS-CHERRY	PA 1 2317210	Operations Ctr Admin Building	5931700  570150	2317210	2026/6	5,033.28
					<b>Total For Check # 335137</b>			<b>5,033.28</b>
12/18/2025	335152	1896 OLSSON ASSOCIATES INC	560524	Elam Park	5936000  570160	196031	2026/6	5,878.45
					<b>Total For Check # 335152</b>			<b>5,878.45</b>
12/18/2025	335154	1321 PARAGON CONTRACTORS, LLC	PA 6 ST2031	Jasper & Aspen Intersection Improvements	5935300  570150	ST2031	2026/6	54,665.81
					<b>Total For Check # 335154</b>			<b>54,665.81</b>
12/18/2025	335156	320 POE AND ASSOCIATES	15824	110033	5935300  570150	ST2028	2026/6	860.00
					<b>Total For Check # 335156</b>			<b>860.00</b>
12/18/2025	335172	3216 SCISSOR TAIL CONSTRUCTION, PA 5 191711		Prj 191711-Renovation of EMS Bldg	5931700  570150	191711	2026/6	29,194.79
					<b>Total For Check # 335172</b>			<b>29,194.79</b>
12/18/2025	335204	591 UNION PACIFIC RAILROAD	343729494	ST23290 RR Crossing	5935300  570150	ST23290	2026/6	15,000.00
					<b>Total For Check # 335204</b>			<b>15,000.00</b>
					<b>Total For Fund 593</b>			<b>273,932.78</b>
					<b>Number of Invoices For Fund 593</b>			<b>18</b>

City of Broken Arrow  
Check Register by Fund



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Fund 660

CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
12/11/2025	335022	2517 TWO OAKS INVESTMENT	5695	MONTHLY CLAIMS SERVICE DECEMBER	6601700  530870		2026/6	6,666.67
				<b>Total For Check #</b>	<b>335022</b>			<b>6,666.67</b>
12/11/2025	335035	2518 WORKER'S COMPENSATION	NOV 26, 2025	NOV 26, 2025 PAYMENT SUMMARY	6601700  530080		2026/6	20.00
			NOV 26, 2025	NOV 26, 2025 PAYMENT SUMMARY	6601700  530870		2026/6	8.00
			NOV 26, 2025	NOV 26, 2025 PAYMENT SUMMARY	6601700  530880		2026/6	64,369.19
			NOV 26, 2025	NOV 26, 2025 PAYMENT SUMMARY	6601700  550900		2026/6	2,642.81
			DEC 4, 2025	DECEMBER 4, 2025 PAYMENT	6601700  530080		2026/6	120.00
			DEC 4, 2025	DECEMBER 4, 2025 PAYMENT	6601700  530870		2026/6	8.00
			DEC 4, 2025	DECEMBER 4, 2025 PAYMENT	6601700  530880		2026/6	6,775.11
			DEC 4, 2025	DECEMBER 4, 2025 PAYMENT	6601700  550900		2026/6	2,395.71
				<b>Total For Check #</b>	<b>335035</b>			<b>76,338.82</b>
12/18/2025	335211		DEC 11, 2025	DEC 11, 2025 PAYMENT SUMMARY	6601700  530080		2026/6	9,713.10
			DEC 11, 2025	DEC 11, 2025 PAYMENT SUMMARY	6601700  530880		2026/6	6,606.36
			DEC 11, 2025	DEC 11, 2025 PAYMENT SUMMARY	6601700  550900		2026/6	2,205.41
				<b>Total For Check #</b>	<b>335211</b>			<b>18,524.87</b>
				<b>Total For Fund</b>	<b>660</b>			<b>101,530.36</b>
				<b>Number of Invoices For Fund</b>	<b>660</b>			<b>12</b>

City of Broken Arrow  
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
12/11/2025	334903	4904 AMERITAS LIFE INSURANCE	NOV 2025	NOV 1, 2025 POLICY 010-302115-00001	6611700  530890		2026/6	2,262.40
			NOV 2025	NOV 1, 2025 POLICY 010-302115-00001	6611700  530890		2026/6	698.88
			NOV 2025	NOV 1, 2025 POLICY 010-302115-00001	6611700  530890		2026/6	22.40
			NOV 2025	NOV 1, 2025 POLICY 010-302115-00001	6611700  530890		2026/6	4.48
				<b>Total For Check # 334903</b>				<b>2,988.16</b>
12/11/2025	334983	4223 PERSONIFY HEALTH	NOV 2025	ADMINISTRATION FEES NOV 2025 S2907	6611700  530870		2026/6	121,880.89
				<b>Total For Check # 334983</b>				<b>121,880.89</b>
12/11/2025	335026	3769 VIRTIA MEDICAL PC	INV00137036	DIABETES REVERSAL PROGRAM SEPT	6611700  530870		2026/6	5,448.00
				<b>Total For Check # 335026</b>				<b>5,448.00</b>
12/18/2025	335164	4728 REMEDY HEALTH, PLLC	DEC 2025	DEC 2025	6611700  530890		2026/6	59,515.00
				<b>Total For Check # 335164</b>				<b>59,515.00</b>
				<b>Total For Fund 661</b>				<b>189,832.05</b>
				<b>Number of Invoices For Fund 661</b>				<b>7</b>

City of Broken Arrow  
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
12/18/2025	335213	16 BANK OF OKLAHOMA	BROKARROK16A	GO BONDS 2016A-BROKARROK16A	7707000  580010		2026/6	605,000.00
			BROKARROK16A	GO BONDS 2016A-BROKARROK16A	7707000  580020		2026/6	106,418.76
			BROKARROK16A	GO BONDS 2016A-BROKARROK16A	7707000  580030		2026/6	300.00
			BROKARROK16B	GO BONDS 2016B-BROKARROK16B	7707000  580010		2026/6	345,000.00
			BROKARROK16B	GO BONDS 2016B-BROKARROK16B	7707000  580020		2026/6	58,493.76
			BROKARROK16B	GO BONDS 2016B-BROKARROK16B	7707000  580030		2026/6	300.00
				<b>Total For Check # 335213</b>				<b>1,115,512.52</b>
				<b>Total For Fund 770</b>				<b>1,115,512.52</b>
				<b>Number of Invoices For Fund 770</b>				<b>6</b>

City of Broken Arrow  
Check Register by Fund



12/11/2025	334876	999900 OTP - AR REFUNDS	67884	REFUND	882  290301	2024/6	377.00
					<b>Total For Check # 334876</b>		<b>377.00</b>
12/11/2025	334877	999907 OTP - COURT REFUNDS	0000830		882  201020	2026/6	740.00
					<b>Total For Check # 334877</b>		<b>740.00</b>
12/11/2025	334878		0000829		882  201020	2026/6	450.00
					<b>Total For Check # 334878</b>		<b>450.00</b>
12/11/2025	334879		0000831		882  201020	2026/6	145.00
					<b>Total For Check # 334879</b>		<b>145.00</b>
					<b>Total For Fund 882</b>		<b>1,712.00</b>
					<b>Number of Invoices For Fund 882</b>		<b>4</b>
					<b>Total For ALL Checks</b>		<b>6,670,671.44</b>
					<b>Total Number of Invoices</b>		<b>2,664</b>



# City of Broken Arrow

## Request for Action

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**File #:** 26-100, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 1-06-2026**

**Title:**

Consideration, discussion, and possible approval of and authorization to execute a Memorandum of Understanding between the City-County Library Commission of Tulsa County and the City of Broken Arrow to outline their cooperative intent to develop a new 20,000-square-foot public library facility in south Broken Arrow

**Background:**

The City of Broken Arrow and the City-County Library Commission of Tulsa County enter into this Memorandum of Understanding ("MOU") to outline their cooperative intent to develop a new 20,000-square-foot public library facility in south Broken Arrow at the southeast corner of South Chestnut Avenue and East New Orleans Street.

The Library will finance and construct the Project with an anticipated total construction cost of approximately \$10,200,000. The construction cost is for the building and site construction only and does not include any furniture, equipment, books, periodicals, computers, or other unaffixed items. These additional unaffixed items are expected to be an additional \$2,800,000.

The Library is expected to include a children's outdoor amphitheater and a minimum of 600 square feet dedicated to a "makerspace" which will contain state of the art equipment available for the community's use.

The City will sponsor a 2026 general obligation bond election to support the Project. If voters approve the issuance of bonds to support the Project, no earlier than January 31, 2030, the City will use the bond proceeds to reimburse the Library up to \$4,000,000 (or 40% of verified Construction Costs, whichever is less) upon full completion of the Project and verification of required Project elements.

**Cost:** \$4,000,000 contingent on passage of 2026 GO Bond Proposition 7

**Funding Source:** Fund TBD

**Requested By:** Jeremy Moore, Project Manager

**Approved By:** City Manager's Office

**Attachments:** Memorandum of Understanding (City of Broken Arrow and TCCL) 12.30.2025

**Recommendation:**

Approve and authorize execution of a Memorandum of Understanding between the City-

County Library Commission of Tulsa County and the City of Broken Arrow to outline their cooperative intent to develop a new 20,000-square-foot public library facility in south Broken Arrow.

**MEMORANDUM OF UNDERSTANDING**  
**CITY OF BROKEN ARROW, OKLAHOMA and CITY-COUNTY LIBRARY**  
**COMMISSION OF TULSA COUNTY**

**1. PURPOSE**

The City of Broken Arrow (the "City") and the City-County Library Commission of Tulsa County (the "Library") enter into this Memorandum of Understanding ("MOU") to outline their cooperative intent to develop a new 20,000-square-foot public library facility in south Broken Arrow (the "Project"). The Library will finance and construct the Project. The City will sponsor a 2026 general obligation bond election to support the Project. If voters approve the issuance of bonds to support the Project, no earlier than January 31, 2030, the City will use the bond proceeds to reimburse the Library up to \$4,000,000 (or 40% of verified Construction Costs, whichever is less) upon full completion of the Project and verification of required Project elements.

**2. OBLIGATIONS OF THE PARTIES**

**A. City Obligations**

1. Bond Election: Include Proposition 7 on the 2026 general obligation bond ballot to authorize issuance of bonds for the library Project and bear all election costs.
2. Post-Election Discretion: If Proposition 7 is approved by a majority of qualified electors:
  - a. Issue and sell the bonds; and
  - b. Reimburse the Library up to \$4,000,000 (or 40% of verified Construction Costs, whichever is less) only after January 31, 2030, and once the conditions in Section 3 are fully satisfied.

**B. Library Obligations**

1. Project Scope: Construct a new 20,000 sq ft library at the southeast corner of South Chestnut Avenue and East New Orleans Street (east of the existing library), with a total capital investment of approximately \$10,200,000 for the building and site construction (this \$10,200,000 does not include any furniture, equipment, books, periodicals, computers, or other unaffixed items).
2. Completion Deadline: Achieve final Certificate of Occupancy and public opening no later than December 31, 2029.
3. Required Project Elements ("Deliverables"):
  - a. Makerspace: Minimum of 600 square feet and appropriately equipped with 3D printers, CNC machines, laser cutters/engravers, with software and current technologies.
  - b. Outdoor Children's Amphitheater: Permanent seating for 75-80 weather-resistant space suitable for low-tech children's performances.
4. Plan Review: Submit detailed site plans and construction drawings to the City for written approval prior to construction.
5. Post-Completion Documentation: Provide the City with:
  - a. Sworn certificate of total Project Costs;

- b. General release of claims against the City.
6. Ongoing Use: Maintain the library, including makerspace and amphitheater, in good operating condition and open to the public for ten (10) years following opening, subject to annual City inspection.

### **3. REIMBURSEMENT CONDITIONS**

Reimbursement by the City to the Library is contingent upon all of the following:

1. Issuance of a final Certificate of Occupancy.
2. City verification (through inspection) that all Deliverables are fully installed and operational per approved plans.
3. Receipt of complete documentation listed in Section 2.B.5.

No funds will be disbursed prior to January 31, 2030, and satisfaction of these conditions.

### **4. DELAY PENALTY**

If the library is not open by December 31, 2030, the City may deduct \$10,000 per month from the reimbursement amount for each full month of delay. Force majeure events (acts of God, severe weather, strikes, material shortages, or pandemic) resulting in an extension of time for completion under the Library's construction contract (or construction management contract) shall extend the time for completion under this MOU by an equal number of days. Extensions beyond six (6) months require City written approval.

### **5. TERMINATION**

This MOU terminates automatically upon:

1. Failure of Proposition 7.
2. Library's uncured material breach after 30-day written notice and cure period.
3. Failure to achieve Certificate of Occupancy by December 31, 2030.
4. Mutual written agreement.

Upon termination, the City has no obligation to issue bonds or disburse funds. The Library shall reimburse the City for all reasonable costs incurred in reliance on this MOU if termination results from an uncured material breach of Library's obligations under this MOU.

### **6. GENERAL PROVISIONS**

1. Independent Entities: This MOU creates no partnership, joint venture, or agency relationship.
2. Nondiscrimination: The Library shall comply with all applicable federal, state, and local nondiscrimination laws.
3. Amendments: Must be in writing and executed by authorized representatives of both parties.

4. Governing Law; Venue: Oklahoma law; exclusive venue in Tulsa County District Court.
5. Notices: Delivered by certified mail, return receipt requested, or hand delivery to:
  - Library: Chief Executive Officer Tulsa City-County Library, 400 Civic Center, Tulsa, OK 74103
  - City: City Manager, City of Broken Arrow, P.O. Box 610, Broken Arrow, OK 74013
6. Entire Agreement: This MOU constitutes the full understanding of the parties and supersedes all prior agreements.

**IN WITNESS WHEREOF**, the parties execute this MOU as of the date first written above.

CITY OF BROKEN ARROW

By: \_\_\_\_\_

Name: Debra Wimpee

Title: Mayor, City of Broken Arrow

Date:

TULSA CITY-COUNTY LIBRARY COMMISSION OF TULSA COUNTY

By: \_\_\_\_\_

Name: Leanne Helmerich

Title: Chairperson

Date:



# City of Broken Arrow

## Request for Action

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**File #: 25-282, Version: 1**

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**Broken Arrow City Council  
Meeting of: 01-06-2026**

**Title:**

Consideration, discussion, and possible approval of the allocation of the 2026 GO Bond Proposition #8 Sports Facility improvements authorized by Ordinance No. 3904, an Ordinance of the City of Broken Arrow, Oklahoma, relating to the imposition of a City excise tax (sales tax) of one-half of one percent (0.5%) (in addition to any and all other excise taxes now in force) to be levied upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code; specifically, allocating the following estimated amounts: Arrowhead Sports Complex, \$13,580,000; Indian Springs Sports Complex, \$8,200,000; Indian Springs Sports Complex - Soccer, \$8,350,000; Indian Springs Sports Complex - Baseball, \$10,000,000; Indian Springs Sports Complex - Adult Softball, \$1,800,000; Challenger Sports Complex, \$1,275,000; and Nienhuis Sports Complex, \$3,350,000

**Background:**

Ordinance No. 3904 relates to the imposition of a City excise tax (sales tax) of one-half of one percent (0.5%) in addition to any and all other excise taxes now in force. The purpose of the revenues is for the funding of sports facilities benefitting the City, including but not limited to Indian Springs Sports Complex, Arrowhead Softball Complex, Nienhuis Sports Complex and Challenger Sports Complex.

The City Manager requests Council approval of the following estimated allocations to the various user groups:

Arrowhead Sports Complex	\$13,580,000
Indian Springs Sports Complex	\$8,200,000
Indian Springs Sports Complex - Soccer	\$8,350,000
Indian Springs Sports Complex - Baseball	\$10,000,000
Indian Springs Sports Complex - Adult Softball	\$1,800,000
Challenger Sports Complex	\$1,275,000
Nienhuis Sports Complex	\$3,350,000

**Cost:** No Cost

**Funding Source:** Proposition #8 of the Build Our Future BA Bond Package to be submitted to voters on April 7, 2026

**Requested By:** Michael L. Spurgeon, City Manager

**Approved By:** Trevor Dennis, City Attorney

**Attachments:** Proposition # 8 Sports Facilities Proposed Projects

**Recommendation:**  
As Council directs.

2026 GO Bond Proposition 8 Sports Facility Improvements		
City Manager's Recommendation		
Project Location	Total Amount	Package Percentage
Arrowhead Sports Complex	\$13,580,000	29%
Indian Springs Sports Complex	\$8,200,000	18%
Indian Springs Sports Complex - Soccer	\$8,350,000	18%
Indian Springs Sports Complex - Baseball	\$10,000,000	21%
Indian Springs Sports Complex - Adult Softball	\$1,800,000	4%
Challenger Sports Complex	\$1,275,000	3%
Nienhuis Sports Complex	\$3,350,000	7%
<b>Grand Total</b>	<b>\$ 46,555,000</b>	<b>100%</b>

1. Cost shown here are estimates only

2. These project rankings are recommendation only, final selection to be provided by City Council Authority

Rank	Project Location	Project Detail	ID#	Total Cost	Associated Group
1	Arrowhead	Turf Conversion - Infields (12)	PR112	\$ 5,000,000	Girls Softball
2	Arrowhead	Backstops	PR115	\$ 400,000	Girls Softball
3	Arrowhead	Renovate Warmup Areas	PR104	\$ 500,000	Girls Softball
4	Arrowhead	LED Retrofit	PR114	\$ 2,800,000	Girls Softball
5	Arrowhead	Regrade and Sod - Outfields	PR113	\$ 2,800,000	Girls Softball
6	Arrowhead	Trees	PR107	\$ 30,000	Girls Softball
7	Arrowhead	Extend Backstop to Dugout	PR101	\$ 260,000	Girls Softball
8	Arrowhead	New Warmup Areas	PR108	\$ 220,000	Girls Softball
Arrowhead			Total Cost	\$ 12,010,000	Girls Softball
Arrowhead			Cut Line	\$ 11,530,000	Girls Softball

Rank	Project Location	Project Detail	ID#	Total Cost	Associated Group
1	Arrowhead	Front Entrance	PR105	\$ 70,000	Parks
2	Arrowhead	Parking Lot Improvements	PR102	\$ 1,600,000	Parks
3	Arrowhead	Retaining Wall - Inside Park	PR109	\$ 150,000	Parks
4	Arrowhead	Sidewalk Repairs	PR106	\$ 80,000	Parks
5	Arrowhead	Access Gate	PR103	\$ 90,000	Parks
6	Arrowhead	Secondary Entrance	PR110	\$ 60,000	Parks
Arrowhead			Total Cost	\$ 2,050,000	Common Area Park
Arrowhead			Cut Line	\$ 2,050,000	Common Area Park

Arrowhead Complex Total				\$ 13,580,000	
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Rank	Project Location	Project Detail	ID#	Total Cost	Associated Group
1	ISSC	Parking Improvements	PR151	\$ 4,000,000	Parks
2	ISSC	Common Area Upgrades	PR153	\$ 1,200,000	Parks
3	ISSC	Parks Maintenance Building	PR148	\$ 3,000,000	Parks
4	ISSC	Signage	PR166	\$ 27,000	Parks
5	ISSC	Parking Lot Lighting	PR156	\$ 7,811,000	Parks
6	ISSC	Parking Expansion	PR150	\$ 4,670,000	Parks
	ISSC		Total Cost	\$ 20,708,000	Common Area Park
	ISSC		Cut Line	\$ 8,200,000	Common Area Park

Rank	Project Location	Project Detail	ID#	Total Cost	Associated Group
1	ISSC	Turf Conversion - Large field (4)	PR174	\$ 5,000,000	Soccer
2	ISSC	LED Retrofit (13 fields)	PR177	\$ 3,300,000	Soccer
3	ISSC	Expand Sidewalk to Fields	PR171	\$ 50,000	Soccer
4	ISSC	Field 16 Regrade and Sod	PR175	\$ 289,000	Soccer
5	ISSC	Netting along West Fields	PR176	\$ 27,000	Soccer
6	ISSC	**Bridge Culvert	PR149	\$ 25,000	Soccer
7	ISSC	**Turf Replacement	PR173	\$ 6,324,000	Soccer
	ISSC		Total Cost	\$ 15,015,000	Soccer
	ISSC		Cut Line	\$ 8,350,000	Soccer

ISSC Soccer + Common Area				\$ 16,550,000	
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Rank	Project Location	Project Detail	ID#	Total Cost	Associated Group
1	ISSC	Parking Improvements	PR151	\$ 4,000,000	Parks
2	ISSC	Common Area Upgrades	PR153	\$ 1,200,000	Parks
3	ISSC	Parks Maintenance Building	PR148	\$ 3,000,000	Parks
4	ISSC	Signage	PR166	\$ 27,000	Parks
5	ISSC	Parking Lot Lighting	PR156	\$ 7,811,000	Parks
6	ISSC	Parking Expansion	PR150	\$ 4,670,000	Parks
	ISSC		Total Cost	\$ 20,708,000	Common Area Park
	ISSC		Cut Line	\$ 8,200,000	Common Area Park

Rank	Project Location	Project Detail	ID#	Total Cost	Associated Group
1	ISSC	Turf Conversion - Infields (16)	PR157	\$ 2,600,000	Baseball
2	ISSC	LED Retrofit	PR169	\$ 2,350,000	Baseball
3	ISSC	Regrade and Sod - Outfields	PR158	\$ 4,000,000	Baseball
4	ISSC	New Restroom Fields 9+10	PR170	\$ 950,000	Baseball
5	ISSC	Safety Netting	PR161	\$ 100,000	Baseball
6	ISSC	Batter's Eye	PR165	\$ 1,172,000	Baseball
7	ISSC	Storage Building	PR155	\$ 150,000	Baseball
8	ISSC	Bleacher Replacement	PR162	\$ 282,000	Baseball
9	ISSC	Dugout Replacement	PR159	\$ 500,000	Baseball
10	ISSC	Security Fencing	PR154	\$ 1,172,000	Baseball
	ISSC		Total Cost	\$ 13,276,000	Baseball
	ISSC		Cut Line	\$ 10,000,000	Baseball

ISSC Baseball + Common Area				\$ 18,200,000	
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Rank	Project Location	Project Detail	ID#	Total Cost	Associated Group
1	ISSC	Parking Improvements	PR151	\$ 4,000,000	Parks
2	ISSC	Common Area Upgrades	PR153	\$ 1,200,000	Parks
3	ISSC	Parks Maintenance Building	PR148	\$ 3,000,000	Parks
4	ISSC	Signage	PR166	\$ 27,000	Parks
5	ISSC	Parking Lot Lighting	PR156	\$ 7,811,000	Parks
6	ISSC	Parking Expansion	PR150	\$ 4,670,000	Parks
	ISSC		Total Cost	\$ 20,708,000	Common Area Park
	ISSC		Cut Line	\$ 8,200,000	Common Area Park

Rank	Project Location	Project Detail	ID#	Total Cost	Associated Group
1	ISSC	Turf Conversion - Infield (2)	PR157	\$ 600,000	Adult Softball
2	ISSC	**Regrade and Sod - Outfield		\$ 480,000	Adult Softball
3	ISSC	Concession Stand Renovation	PR168	\$ 400,000	Adult Softball
4	ISSC	Lighting Retrofit	PR169	\$ 320,000	Adult Softball
5	ISSC	Shade Structures	PR160	\$ 188,000	Adult Softball
6	ISSC	Dugout Replacements	PR159	\$ 108,000	Adult Softball
	ISSC		Total Cost	\$ 2,096,000	Adult Softball
	ISSC		Cut Line	\$ 1,800,000	Adult Softball

ISSC Softball + Common Area \$ 9,611,000					
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Rank	Project Location	Project Detail	ID#	Total Cost	Associated Group
1	Challenger	Playground	PR126	\$ 250,000	Adult Softball
2	Challenger	Batting Cages	PR127	\$ 25,000	Adult Softball
3	Challenger	Bridge Connection	PR125	\$ 150,000	Adult Softball
4	Challenger	Parking Expansion	PR130	\$ 850,000	Adult Softball
5	Challenger	Backstop Netting	PR134	\$ 34,000	Adult Softball

6 Challenger	Decorative Fence	PR133	\$	59,000	Adult Softball
7 Challenger	Shade Structures	PR131	\$	1,082,000	Adult Softball
8 Challenger	Concrete Expansion	PR136	\$	27,000	Adult Softball
9 Challenger	Storage Building	PR128	\$	81,000	Adult Softball
10 Challenger	Front Entrance	PR132	\$	169,000	Adult Softball
11 Challenger	Phase II Masterplan (2 fields)	PR129	\$	4,662,000	Adult Softball
12 Challenger	**Turf Replacement	PR137	\$	1,203,000	Adult Softball
Challenger		Total Cost	\$	8,742,000	Adult Softball
		Cut Line	\$	1,275,000	

Rank	Project Location	Project Detail	ID#	Total Cost	Associated Group
1	Nienhuis	LED Lighting with Timer	PR185	\$ 2,150,000	Football/Lacrosse
2	Nienhuis	Concrete Plaza	PR196	\$ 200,000	Football/Lacrosse
3	Nienhuis	Security Lighting	PR184	\$ 250,000	Football/Lacrosse
4	Nienhuis	Drainage Improvements	PR189	\$ 70,000	Football/Lacrosse
5	Nienhuis	Netting	PR190	\$ 30,000	Football/Lacrosse
6	Nienhuis	New Restroom Practice Fields	PR202	\$ 550,000	Football/Lacrosse
7	Nienhuis	Parking Lot Repaving	XXX	\$ 100,000	Football/Lacrosse
8	Nienhuis	Press Box Upgrades	PR201	\$ 176,000	Football/Lacrosse
9	Nienhuis	Shade Structure	PR209	\$ 338,000	Football/Lacrosse
10	Nienhuis	Fence Replacement	PR200	\$ 125,000	Football/Lacrosse
11	Nienhuis	Storage/Locker Building	PR194	\$ 977,000	Football/Lacrosse
12	Nienhuis	Water fountain/Dog Water	PR203	\$ 110,000	Football/Lacrosse
13	Nienhuis	Electrical Terminals	PR198	\$ 32,000	Football/Lacrosse
14	Nienhuis	New Restroom Practice Fields	PR202	\$ 541,000	Football/Lacrosse
15	Nienhuis	Extend Internet/Wifi	PR199	\$ 79,000	Football/Lacrosse
16	Nienhuis	Replace Door Locks	PR192	\$ 71,000	Football/Lacrosse
17	Nienhuis	LED Scoreboard	PR193	\$ 157,000	Football/Lacrosse
18	Nienhuis	Cinderblock Wall	PR194	\$ 40,000	Football/Lacrosse
19	Nienhuis	Turf Replacement	PR195	\$ -	Football/Lacrosse
Nienhuis			Total Cost	\$ 5,996,000	Football/Lacrosse
			Cut Line	\$ 3,350,000	



# City of Broken Arrow

## Request for Action

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**File #: 26-123, Version: 1**

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**Broken Arrow City Council  
Meeting of: 01-06-2026**

**Title:**

Consideration, discussion, and possible approval of Resolution No. 1732 authorizing the City Attorney to enter into a Final Journal Entry of Judgment in Anthem Church, Inc. vs. City of Broken Arrow et. al., Tulsa County District Court Case Number: CV-2025-02526, authorizing foreclosure of a utility easement situated on property one-third mile north of Houston Street (81st Street), one-quarter mile east of Garnett Road, Tulsa County, State of Oklahoma, (Section 08, T18N, R14E)

**Background:**

On May 20, 2025, pursuant to the provision of 11 O.S. § 42-110, the City of Broken Arrow adopted Ordinance No. 3873 closing a utility easement located on property located one-third mile north of Houston Street (81st Street), one-quarter mile east of Garnett Road, Tulsa County, State of Oklahoma, (Section 08, T18N, R14E). The easement is more particularly described as follows:

A tract of land lying in the Northwest Quarter of the Southwest Quarter (NW/4, SW/4) Section Eight (8) Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian (1.B.& M.), City of Tulsa, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, and being more particularly described as follows, to-wit:

Commencing (P.O.C.) at the Northwest Corner of the Southwest Quarter; thence N88°44'36"E for a distance of 1004.66 feet; thence S01°10'46"E for a distance of 481.51 feet to the point of beginning (P.O.B.); thence N89°37'11"E for a distance of 160.79 feet; thence S44°37'11"W for a distance of 21.21 feet; thence S89°37'11"W for a distance of 130.79 feet; thence N45°22'49"W for a distance of 21.21 feet to the point of beginning (P.O.B.)

Area contains 2,186 square feet.

On November 10, 2025, the current owner of the subject property filed suit to foreclose the right to reopen a utility easement. There is no necessity for reopening the utility easement and the easement is no longer required for public purposes. Furthermore, no public convenience or necessity exists for the reopening of the utility easement and the foreclosure of the right to reopen the utility easement will not injuriously affect the rights of the owners of the property in the vicinity of the easement.

Accordingly, as a result of the foregoing, Legal recommends approval to enter into a Final Journal Entry of Judgment foreclosing the above-described utility easement that was closed by Ordinance No. 3873 enacted by the City Council on May 20, 2025.

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**File #: 26-123, Version: 1**

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**Cost:** \$0

**Funding Source:** N/A

**Requested By:** Legal

**Approved By:** Legal

**Attachments:** Resolution No. 1732

**Recommendation:**

Approve Resolution No. 1732

## **RESOLUTION NO. 1732**

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO ENTER INTO A FINAL JOURNAL ENTRY OF JUDGMENT IN ANTHEM CHURCH, INC. VS. THE CITY OF BROKEN ARROW ET. AL., TULSA COUNTY DISTRICT COURT CASE NUMBER: CV-2025-02526, AUTHORIZING FORECLOSURE OF A UTILITY EASEMENT SITUATED ON PROPERTY ONE-THIRD MILE NORTH OF HOUSTON STREET (81ST STREET), ONE-QUARTER MILE EAST OF GARNETT ROAD, TULSA COUNTY, STATE OF OKLAHOMA, (SECTION 08, T18N, R14E).**

**WHEREAS**, on May 20, 2025, pursuant to the provision of 11 O.S. § 42-110, the City of Broken Arrow adopted Ordinance No. 3873 closing a utility easement located one-third mile north of Houston Street (81st Street), one-quarter mile east of Garnett Road, Tulsa County, State of Oklahoma, (Section 08, T18N, R14E). The utility easement is more particularly described as follows:

A tract of land lying in the Northwest Quarter of the Southwest Quarter (NW/4, SW/4) Section Eight (8) Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian (1.B.& M.), City of Tulsa, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, and being more particularly described as follows, to-wit:

Commencing (P.O.C.) at the Northwest Corner of the Southwest Quarter; thence N88°44'36"E for a distance of 1004.66 feet; thence S01°10'46"E for a distance of 481.51 feet to the point of beginning (P.O.B.); thence N89°37'11"E for a distance of 160.79 feet; thence S44°37'11"W for a distance of 21.21 feet; thence S89°37'11"W for a distance of 130.79 feet; thence N45°22'49"W for a distance of 21.21 feet to the point of beginning (P.O.B.)

Area contains 2,186 square feet.

**WHEREAS**, on November 10, 2025, the current owner of the subject property filed suit with the Tulsa County District Court to foreclose the right to reopen a utility easement;

**WHEREAS**, there is no necessity for reopening the utility easement and the easement is no longer required for public purposes;

**WHEREAS**, no public convenience or necessity exists for the reopening of the utility easement and the foreclosure of the right to reopen the easement will not injuriously affect the rights of the owners of the property in the vicinity of the easement;

**WHEREAS**, all of the Defendants in the above captioned matter are anticipated to disclaim interest in the property of the utility easement which is the subject of the Final Journal Entry of Judgment;

**WHEREAS**, the Legal Department and City Staff recommend that the City Council authorize the City Attorney to enter into a Final Journal Entry of Judgment, as the Defendant, foreclosing the above-described utility easement that was closed by Ordinance No. 3873 enacted by the City Council on May 20, 2025; and

**WHEREAS**, it is the desire of the Council to authorize the City Attorney to enter into the Final Journal Entry of Judgment in the above matter.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Broken Arrow, Oklahoma, that the City Attorney is authorized to enter into a Final Journal Entry of Judgment, as Defendant, foreclosing the utility easement situated one-third mile north of Houston Street (81st Street), one-quarter mile east of Garnett Road, Tulsa County, State of Oklahoma, (Section 08, T18N, R14E).

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 6<sup>th</sup> day of January, 2026.

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MAYOR

ATTEST:

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(seal) City Clerk

APPROVED AS TO FORM:



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Assistant City Attorney



# City of Broken Arrow

## Request for Action

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**File #: 26-129, Version: 1**

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**Broken Arrow City Council  
Meeting of: 01-06-2026**

**Title:**

Consideration, discussion, and possible approval of Resolution No. 1730, a Resolution authorizing the calling and holding of a special election in the City of Broken Arrow, State of Oklahoma (the "City"), on the 7th day of April, 2026, for the purpose of adoption or rejection of Ordinance No. 3904 of the City relating to a one-half of one percent (0.5%) excise tax (sales tax), in addition to all present City, County and State excise taxes, with the proceeds of said tax to be used to fund sports facilities of the City, or debt service in connection with said sports facilities, as more specifically set out in Ordinance No. 3904 of said City; and containing other provisions related thereto

**Background:**

Resolution No. 1730 calls for an election on April 7, 2026 for the purpose of adoption or rejection of Ordinance No. 3904 that imposes a City excise tax (sales tax) of one-half of one percent (0.5%) in addition to any and all other excise taxes now in force. The purpose of the revenues is for the funding of sports facilities benefitting the City, including but not limited to Indian Springs Sports Complex, Arrowhead Softball Complex, Nienhuis Sports Complex and Challenger Sports Complex and/or for the payment of debt service in connection with obligations heretofore issued or to be issued to finance or refinance the capital expenditures and related costs. The effective date of the excise tax is July 1, 2026 and expiring on June 30, 2031, should it be passed by a majority of the qualified electors of the City. 26 O.S. § 13-102 requires that the City submit a resolution to the Tulsa County Election Board sixty (60) days prior to the election date. The attached Resolution No. 1730 provides the statutory required notice.

**Cost:** No Cost

**Funding Source:** No Source

**Requested By:** City Manager's Office

**Approved By:** Trevor Dennis, City Attorney

**Attachments:** Resolution No. 1730

**Recommendation:**

Approve and authorize execution of Resolution No. 1730

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE BROKEN ARROW MUNICIPAL BUILDING LOCATED AT 220 SOUTH FIRST STREET IN SAID CITY ON THE 6<sup>TH</sup> DAY OF JANUARY, 2026, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the City of Broken Arrow, Oklahoma for the calendar year 2026 having been given in writing to the City Clerk of said City at 12:00 o'clock p.m. on November 20, 2025, and public notice of this meeting, setting forth the date, time, place and agenda was posted at \_\_\_ o'clock \_\_.m. on the \_\_\_ day of January, 2026, by posting on the City's Internet website ([www.brokenarrowok.gov](http://www.brokenarrowok.gov)) and by posting at the entry to the Municipal Building, 220 S. First Street, Broken Arrow, Oklahoma, 74012, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (220 S. First Street, Broken Arrow, Oklahoma, 74012) during normal business hours at least twenty-four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

Thereupon, the Mayor introduced the Resolution set forth hereinbelow, which was read by title by the Clerk or Deputy Clerk and upon motion by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_, said Resolution was adopted by the following vote:

AYE:

NAY:

Said Resolution was thereupon signed by the Mayor or Vice Mayor, attested by the City Clerk or Deputy Clerk, sealed with the seal of said municipality and is as follows:

## **RESOLUTION NO. 1730**

A RESOLUTION AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA (THE "CITY"), ON THE 7<sup>TH</sup> DAY OF APRIL, 2026, FOR THE PURPOSE OF ADOPTION OR REJECTION OF ORDINANCE NO. 3904 OF THE CITY RELATING TO A ONE-HALF OF ONE PERCENT (0.5%) EXCISE TAX (SALES TAX), IN ADDITION TO ALL PRESENT CITY, COUNTY AND STATE EXCISE TAXES, WITH THE PROCEEDS OF SAID TAX TO BE USED TO FUND SPORTS FACILITIES OF THE CITY, OR DEBT SERVICE IN CONNECTION WITH SAID SPORTS FACILITIES, AS MORE SPECIFICALLY SET OUT IN ORDINANCE NO. 3904 OF SAID CITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, it is deemed advisable and necessary by the City Council of the City of Broken Arrow, Oklahoma (the "City") to submit to the registered qualified electors of the City the question of approval or rejection of Ordinance No. 3904 of the City pertaining to the levy and collection of a one-half of one percent (0.5%) excise tax (sales tax) for a term of five (5) years for the purpose of funding sports facilities benefitting the City, including but not limited to Indian Springs Sports Complex, Arrowhead Softball Complex, Nienhuis Sports Complex, and Challenger Sports Complex, and/or for the payment of debt service in connection with obligations heretofore issued or to be issued to finance or refinance said capital expenditures and related costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

Section 1. Proposition. That the Mayor of the City be, or in his absence or incapacity, the duly qualified Vice Mayor, be and hereby is authorized and directed to call a special election to be held in the City on the 7<sup>th</sup> day of April, 2026, for the purpose of submitting to the registered qualified electors of the City, the following proposition:

### PROPOSITION NO. 8

#### **Sports Facilities Sales Tax**

Shall the City of Broken Arrow be authorized to levy and assess a City excise tax (sales tax) of one-half of one percent (0.5%), in addition to all other City, County, and State excise taxes presently being levied or assessed, upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code, providing the proceeds of such tax shall be used to fund sports facilities benefitting the City, including but not limited to Indian Springs Sports Complex, Arrowhead Softball Complex, Nienhuis Sports Complex, and Challenger Sports Complex, and/or for the payment of debt service in connection with obligations heretofore issued or to be issued to finance or refinance said capital expenditures and related costs; and provided said excise tax shall be levied for a five (5) year period beginning July 1, 2026, and shall cease to be levied after June 30, 2031; all as more specifically set out in Ordinance No. 3904 of the City?

The voting machines or devices used at said election shall set out the proposition as above set forth and shall also contain the words:

☐

YES – FOR THE ABOVE PROPOSITION

☐

NO – AGAINST THE ABOVE PROPOSITION

Section 2. Election Proclamation. That such call for said election shall be by proclamation and notice, signed by the Mayor or Vice Mayor of the City and attested by the City Clerk, setting forth the proposition to be voted upon and the hours of opening and closing of the polls. That the ballots shall set forth the proposition to be voted upon substantially as set out in Section 1 hereof, and that the returns of said election shall be made to and canvassed by the Tulsa County Election Board. As provided in Title 26, Oklahoma Statutes Section 13-103, the City authorizes the Tulsa County Election Board to open all precinct polling places for Broken Arrow municipal elections located in Wagoner County, Oklahoma, and Tulsa County, Oklahoma, for this election.

Section 3. Service on County Election Board. That the City Clerk shall serve or cause to be served, a copy of this Resolution and the Special Election Proclamation and Notice upon the office of the Tulsa County Election Board as required by law.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 6<sup>TH</sup> DAY OF JANUARY, 2026.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Information for the County Election Board

1. Proposition 8 requires a simple majority (50%) for approval.
2. Registered voters residing within the City are authorized to vote.
3. Absentee voting permitted.

STATE OF OKLAHOMA            )  
  )SS  
COUNTY OF TULSA            )

I, the undersigned, the duly qualified and acting Clerk of the City of Broken Arrow, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution authorizing the calling and holding of an election for the purpose therein set out adopted by the governing body of said municipality and Transcript of Proceedings of said governing body at a regular meeting thereof held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of the City of Broken Arrow, Oklahoma for the calendar year 2026 having been given in writing to the City Clerk of said City at 12:00 o'clock p.m. on November 20, 2025, and public notice of this meeting, setting forth the date, time, place and agenda was posted at \_\_\_ o'clock \_\_.m. on the \_\_\_ day of January, 2026, by posting on the City's Internet website ([www.brokenarrowok.gov](http://www.brokenarrowok.gov)) and by posting at the entry to the Municipal Building, 220 S. First Street, Broken Arrow, Oklahoma, 74012, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (220 S. First Street, Broken Arrow, Oklahoma, 74012) during normal business hours at least twenty-four (24) hours prior to the meeting.

WITNESS my hand and seal this 6<sup>th</sup> day of January, 2026.

(SEAL)

\_\_\_\_\_  
City Clerk



# City of Broken Arrow

## Request for Action

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**File #:** 26-131, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: January 6, 2026**

**Title:**

Consideration, discussion, and possible approval of and authorization to execute Special Election Proclamation and Notice authorizing the calling of a special election on April 7, 2026 for Proposition No. 8, Sports Facilities Sales Tax

**Background:**

Under and by virtue of the Statutes of the State of Oklahoma, and Acts complementary, supplementary, and enacted pursuant thereto, and Resolution No. 1730 of the City of Broken Arrow, Oklahoma, dated January 6, 2026, this Special Election Proclamation and Notice calls for a special election on Proposition No. 8, Sports Facilities Sales Tax. The election will be conducted on April 7, 2026.

**Cost:** No Cost

**Funding Source:** No Source

**Requested By:** City Manager's Office

**Approved By:** Trevor Dennis, City Attorney

**Attachments:** Special Election Proclamation and Notice

**Recommendation:**

Approve and authorize execution of Special Election Proclamation and Notice

## **SPECIAL ELECTION PROCLAMATION AND NOTICE**

Under and by virtue of the Statutes of the State of Oklahoma, and Acts complementary, supplementary, and enacted pursuant thereto, and Resolution No. 1730 of the City of Broken Arrow, Oklahoma, dated January 6, 2026, authorizing the calling of an election on the proposition hereinafter set forth, I, the undersigned Mayor of the City of Broken Arrow, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Broken Arrow, Oklahoma, on the 7<sup>th</sup> day of April, 2026, for the purpose of submitting to the registered, qualified voters in said City, the following proposition:

### **PROPOSITION NO. 8**

#### **Sports Facilities Sales Tax**

Shall the City of Broken Arrow be authorized to levy and assess a City excise tax (sales tax) of one-half of one percent (0.5%), in addition to all other City, County, and State excise taxes presently being levied or assessed, upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code, providing the proceeds of such tax shall be used to fund sports facilities benefitting the City, including but not limited to Indian Springs Sports Complex, Arrowhead Softball Complex, Nienhuis Sports Complex, and Challenger Sports Complex, and/or for the payment of debt service in connection with obligations heretofore issued or to be issued to finance or refinance said capital expenditures and related costs; and provided said excise tax shall be levied for a five (5) year period beginning July 1, 2026, and shall cease to be levied after June 30, 2031; all as more specifically set out in Ordinance No. 3904 of the City?

The voting machines or devices used at said election shall set out the proposition as above set forth and shall also contain the words:

☐

YES – FOR THE ABOVE PROPOSITION

☐

NO – AGAINST THE ABOVE PROPOSITION

That only the registered, qualified voters of the City of Broken Arrow, Oklahoma, may vote upon the propositions as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

Such election shall be conducted by those precinct officers designated by the County Election Board of Tulsa County, Oklahoma, which officers shall also act as counters and certify the results thereof as required by law.

As provided in Title 26, Oklahoma Statutes Section 13-103, the City authorizes the Tulsa County Election Board to open all precinct polling places for Broken Arrow municipal elections located in Wagoner County, Oklahoma, and Tulsa County, Oklahoma, for this election.

WITNESS my hand as Mayor of the City of Broken Arrow, Oklahoma and the Seal of said City affixed hereto on the 6<sup>th</sup> day of January, 2026.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# City of Broken Arrow

## Request for Action

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**File #:** 26-130, **Version:** 2

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**Broken Arrow City Council**  
**Meeting of: January 6, 2026**

**Title:**

Consideration, discussion, and possible approval of and authorization to execute Special Election Proclamation and Notice for Propositions No. 1 Transportation Projects, Proposition No. 2 Public Safety Projects, Proposition No. 3 Quality of Life Projects, Proposition No. 4 Public Facilities Projects, Proposition No. 5 Stormwater Projects, Proposition No. 6 Drainage Projects and Proposition No. 7 Library Project

**Background:**

Under and by virtue of Sections 26, 27, and 35 of Article X, of the Oklahoma Constitution and the Statutes of the State of Oklahoma, and Acts complementary, supplementary, and enacted pursuant thereto, and Ordinance No. 3903 dated January 6, 2026, authorizing the calling of an election on the propositions hereinafter set forth, this Special Election Proclamation and Notice calls for a special election on April 7, 2026 for the purposes of submitting to the registered, qualified voters in Propositions No. 1. Transportation Projects, Proposition No. 2 Public Safety Projects, Proposition No. 3 Quality of Life Projects, Proposition No. 4 Public Facilities Projects, Proposition No. 5 Stormwater Projects, Proposition No. 6 Drainage Projects and Proposition No. 7 Library Project.

**Cost:** No Cost

**Funding Source:** No Source

**Requested By:** City Manager's Office

**Approved By:** Trevor Dennis, City Attorney

**Attachments:** Special Election Proclamation and Notice authorizing the calling of a special election on April 7, 2026 for Propositions No. 1-7.

**Recommendation:**

Approve and authorize execution of Special Election Proclamation and Notice

## **SPECIAL ELECTION PROCLAMATION AND NOTICE**

Under and by virtue of Sections 26, 27, and 35 of Article X, of the Oklahoma Constitution and the Statutes of the State of Oklahoma, and Acts complementary, supplementary, and enacted pursuant thereto, and Ordinance No. 3903 dated January 6, 2026, authorizing the calling of an election on the propositions hereinafter set forth, I, the undersigned Mayor of the City of Broken Arrow, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Broken Arrow, Oklahoma, on the 7<sup>th</sup> day of April, 2026, for the purpose of submitting to the registered, qualified voters in said City the following propositions:

### **PROPOSITION NO. 1**

#### **Transportation Projects**

Shall the City of Broken Arrow, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in one or more series in an amount not to exceed the sum of Two Hundred Five Million Dollars (\$205,000,000) pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of constructing, reconstructing, repairing, improving, and rehabilitating streets, roads, bridges, and intersections in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements), to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within twenty (20) years from their date?

The voting machines or devices used at said election shall set out the proposition as above set forth and shall also contain the words:

☐

YES – FOR THE ABOVE PROPOSITION

☐

NO – AGAINST THE ABOVE PROPOSITION

### **PROPOSITION NO. 2**

#### **Public Safety Projects**

Shall the City of Broken Arrow, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in one or more series in an amount not to exceed the sum of Fifty Six Million Dollars (\$56,000,000) pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of acquiring, constructing, expanding, renovating, repairing, and/or equipping public safety buildings, facilities, and equipment, all to be owned exclusively by the City,

to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within twenty (20) years from their date?

The voting machines or devices used at said election shall set out the proposition as above set forth and shall also contain the words:

☐

YES – FOR THE ABOVE PROPOSITION

☐

NO – AGAINST THE ABOVE PROPOSITION

### PROPOSITION NO. 3

#### Quality of Life Projects

Shall the City of Broken Arrow, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in one or more series in an amount not to exceed the sum of Seventy Four Million Dollars (\$74,000,000) pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping parks and recreational facilities, all to be owned exclusively by the City, or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement; to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within twenty (20) years from their date?

The voting machines or devices used at said election shall set out the proposition as above set forth and shall also contain the words:

☐

YES – FOR THE ABOVE PROPOSITION

☐

NO – AGAINST THE ABOVE PROPOSITION

PROPOSITION NO. 4

Public Facilities Projects

Shall the City of Broken Arrow, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in one or more series in an amount not to exceed the sum of Sixty Five Million Dollars (\$65,000,000) pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of acquiring, constructing, expanding, renovating, repairing, and equipping municipal buildings, facilities, and equipment, all to be owned exclusively by the City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within twenty (20) years from their date?

The voting machines or devices used at said election shall set out the proposition as above set forth and shall also contain the words:

☐

YES – FOR THE ABOVE PROPOSITION

☐

NO – AGAINST THE ABOVE PROPOSITION

PROPOSITION NO. 5

Stormwater Projects

Shall the City of Broken Arrow, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in one or more series in an amount not to exceed the sum of Six Million Dollars (\$6,000,000) pursuant to Article 10, Section 26 of the Constitution of the State of Oklahoma to provide funds for the purpose of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping stormwater facilities on property owned exclusively or in part by the City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within twenty (20) years from their date?

The voting machines or devices used at said election shall set out the proposition as above set forth and shall also contain the words:

☐

YES – FOR THE ABOVE PROPOSITION

☐

NO – AGAINST THE ABOVE PROPOSITION

PROPOSITION NO. 6

Drainage Projects

Shall the City of Broken Arrow, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in one or more series in an amount not to exceed the sum of Five Million Dollars (\$5,000,000) pursuant to Article 10, Section 26 of the Constitution of the State of Oklahoma to provide funds for the purpose of drainage improvements to property owned exclusively or in part by the City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within twenty (20) years from their date?

The voting machines or devices used at said election shall set out the proposition as above set forth and shall also contain the words:

☐

YES – FOR THE ABOVE PROPOSITION

☐

NO – AGAINST THE ABOVE PROPOSITION

PROPOSITION NO. 7

Library Project

Shall the City of Broken Arrow, State of Oklahoma, incur an indebtedness by issuing its general obligation limited tax bonds in one or more series in an amount not to exceed the sum of Four Million Dollars (\$4,000,000) to provide funds for the purpose of economic and community development including a new south Broken Arrow library, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within twenty (20) years from their date; provided however, that in no event shall the real and personal taxable property in said City be subject to a special annual tax in

excess of five mills on the dollar for all bonds issued pursuant to Section 35, Article X of the Oklahoma Constitution?

The voting machines or devices used at said election shall set out the proposition as above set forth and shall also contain the words:

☐

YES – FOR THE ABOVE PROPOSITION

☐

NO – AGAINST THE ABOVE PROPOSITION

### DESCRIPTION OF PROJECTS AND USE OF PROCEEDS

(Proposition No. 1)

#### Transportation Projects

The Transportation Projects for which the proceeds of the aforesaid not to exceed \$205,000,000 general obligation bonds shall be expended consist of constructing, reconstructing, repairing, improving, and rehabilitating streets, roads, bridges, and intersections in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements). The projects may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. Project costs include related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right-of-way acquisition, utility relocation, technology improvements, curbs, drainage, traffic control improvements, street and pedestrian markings, conduits, intersections, signage, maintenance and storage facilities, landscaping, irrigation systems, street lighting improvements, related street appurtenances and pavement management system improvements, traffic control signs and devices, construction and repair of sidewalk, street furniture, along with force account labor, street maintenance, pedestrian improvements, and construction equipment, and materials; and, expenses of the bond issue. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Widen and/or improve Tucson Street (121st Street) from Aspen Avenue (145th E. Avenue) to Olive Avenue (129th E. Avenue) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.

\$15,600,000

Widen and/or improve Omaha Street (51st Street) from Aspen Avenue (145th E. Avenue) to Elm Place (161st E. Avenue) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.

\$9,200,000

Widen and/or improve New Orleans Street (101st Street) from Garnett Street (113th E. Avenue) to Olive Avenue (129th E. Avenue) including but not limited to engineering, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$11,900,000
Widen and/or improve Olive Avenue (129th E. Avenue) from Washington Street (91st Street) to New Orleans Street (101st Street) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$1,250,000
Widen and/or improve Olive Avenue (129th E. Avenue) from New Orleans Street (101st Street) to Florence Street (111 <sup>th</sup> Street) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$11,500,000
Widen and/or improve Houston Street (81st Street) from State Highway 51 to 37th Street (209th E. Avenue) intersection with Houston Street (81st Street) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$7,200,000
Widen and/or improve Elm Place (161st E. Avenue) from New Orleans Street (101st Street) to Florence Street (111th Street) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$3,600,000
Widen and/or improve Florence Street (111th Street) from Aspen Avenue (145th E. Avenue) to Elm Place (161st E. Avenue) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$6,700,000
Widen and/or improve Kenosha Street (71st Street) from State Highway 364 (Creek Turnpike) to 51st Street (Evans Road) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$8,400,000
Widen and/or improve 23rd Street (County Line Road) from Houston Street (81st Street) to Washington Street (91st Street) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$2,950,000
Widen and/or improve Aspen Avenue (145th E. Avenue) from Dearborn Street (41st Street) to Omaha Street (51st Street) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$5,300,000
Improvements to the intersection at Tucson Street (121st Street) and Olive Avenue (129th E. Avenue) including, but not limited to, design,	

construction of required appurtenances, and acquisition of easements and right-of-way.	\$4,000,000
Improvements to the intersection at New Orleans Street (101st Street) and 23rd Street (County Line Road) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$4,300,000
Improvements to the intersection at Jasper Street (131st Street) and 23rd Street (County Line Road) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$2,800,000
Improvements to the intersection at Houston Street (81st Street) and 51st Street (Evans Road) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$2,900,000
Improvements to the intersection at Washington Street (91st Street) and 23rd Street (County Line Road) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$5,000,000
Improvements to the intersection at Kenosha Street (71st Street) and 79th Street (Midway Road) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$2,900,000
Improvements to intersection at Hillside Drive and 20th Street and/or Kenosha Street (71st Street) and 20th Street including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$3,900,000
Improvements to 37th Street (209th E. Avenue) from Dearborn Street (41st Street) to Rockford Street (31st Street) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$4,000,000
Improvements along Main Street from Elgin Street to Kenosha Street (71st Street) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$2,500,000
Improvements along Main Street from Washington Street (91st Street) to Urbana Street including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$1,600,000

Improvements to alleyways between Elm Place (161st Street) to 9th Street (Lynn Lane) and Kenosha Street (71st Street) and Houston Street (81st Street) including but not limited to engineering, design, construction of paved alleys and required appurtenances, relocation of utilities, and drainage improvements.	\$1,000,000
Design, construction of required appurtenances, and acquisition of easements and right-of-way to restore, rehabilitate, repair, reconstruct and/or resurface residential streets within Broken Arrow subdivisions with an average Pavement Condition Index (PCI) rating of 65 or less, including, but not limited to the following subdivisions: Southbrook; Union Station South; Vandever Acres I, II, III, V & Vandever Green; Sunrise Estates; Oak Ridge Estates; Eagle Creek I-V; Arrow Village Addition; Swanda Acres; and Indian Springs Estates 4 <sup>th</sup> Addition.	\$25,000,000
Estimated costs of issuance and contingency funds. Any funds not required to complete the foregoing projects shall be utilized for the purpose of constructing, reconstructing, repairing, improving, and rehabilitating existing streets, roads, bridges, and intersections in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements).	<u>\$61,500,000</u>
TOTAL: (representing over 70% of \$205,000,000)	\$205,000,000

(Proposition No. 2)

Public Safety Projects

The Public Safety Projects for which the proceeds of the aforesaid not to exceed \$56,000,000 general obligation bonds shall be expended consist of acquiring, constructing, expanding, renovating, repairing, and/or equipping public safety buildings, facilities, and equipment, all to be owned exclusively by the City. The projects may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. Project costs include related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right of way and real property acquisition. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Upgrades to the existing outdoor warning system including, but not limited to, acquisition of easements, design, construction, and equipping.	\$1,000,000
Expansion and/or renovation to the existing Animal Shelter including, but not limited to, design, construction, equipping, and furnishings.	\$3,000,000

Acquisition and equipping of fire apparatus, ambulances, and/or emergency response vehicles.	\$18,400,000
Expansion and/or renovation for additional training space at Police and Fire Training Center including but not limited to design, construction, equipping, and furnishing.	\$5,000,000
A new Fire Station Number Nine (9) located in the southeast portion of the city including, but not limited to, acquisition, design, construction, equipping and furnishing.	\$10,200,000
Stormwater drainage improvements throughout the Police and Fire Training Center including, but not limited to, channelization, detention, stabilization, and required appurtenances.	\$2,500,000
Perimeter security improvements including, but not limited to, fencing, gates, access control, and security system upgrades at the Police and Fire Training Center.	\$600,000
Improve the existing outdoor range located at the Police and Fire Training Center including, but not limited to, design, construction, equipping, drainage and security upgrades.	\$700,000
Estimated costs of issuance and contingency funds. Any funds not required to complete the foregoing projects shall be utilized for the purpose of acquiring, constructing, expanding, renovating, repairing, and/or equipping public safety buildings, facilities, and equipment, all to be owned exclusively by the City.	<u>\$14,600,000</u>
TOTAL: (representing over 70% of \$56,000,000)	\$56,000,000

(Proposition No. 3)

### Quality of Life Projects

The Quality of Life Projects for which the proceeds of the aforesaid not to exceed \$74,000,000 general obligation bonds shall be expended consist of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping parks and recreational facilities, which may also include green spaces, playgrounds, athletic facilities, aquatic facilities, maintenance facilities, recreation facilities, picnic and multi-purpose shelters, restrooms, concessions facilities, landscaping, utilities and utility relocation, technology improvements, lighting, equipment, furniture, furnishings, park materials, fencing, drainage improvements, water features, waterways, park parking, paths, sidewalks, trails, park roadways, traffic control improvements, demolition, park infrastructure, irrigation and park access and accessibility improvements, along with related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right of way and real property

acquisition, all to be owned exclusively by the City, or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement; and may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

A new Community Center located at Elam Park including but not limited to, design, construction, equipping, and furnishing.	\$42,000,000
Additional site amenities at Elam Park including, but not limited to, a new splash pad, pickleball courts, and/or recreation spaces.	\$4,000,000
A new splash pad to replace Country Aire Community Pool including, but not limited to, design, construction, equipping, and furnishing.	\$3,200,000
Improvements at public parks including, but not limited to, playground equipment, fencing, and/or upgrade amenities.	\$2,700,000
Improvements at Nienhuis Park including, but not limited to, new pickleball courts, parking areas, and/or public restroom.	\$2,000,000
Renovate and/or expand the existing Central Park Community Center including, but not limited to, design, construction, equipping, and/or furnishing.	\$2,300,000
Improve Rose West Dog Park including, but not limited to, design and construction for shade structures.	\$340,000
Improve Jackson Park including, but not limited to, design and construction for a shade structure.	\$690,000
A new park with pet amenities located in the Northeast portion of the city including, but not limited to, acquisition and design.	\$2,000,000
Estimated costs of issuance and contingency funds. Any funds not required to complete the foregoing projects shall be utilized for the purpose of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping parks and recreational facilities, all to be owned exclusively by the City, or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement.	<u>\$8,670,000</u>
TOTAL: (representing over 70% of \$74,000,000)	\$74,000,000

(Proposition No. 4)

Public Facilities Projects

The Public Facilities Projects for which the proceeds of the aforesaid not to exceed \$65,000,000 general obligation bonds shall be expended consist of acquiring, constructing, expanding, renovating, repairing, and equipping municipal buildings, facilities, and equipment, all to be owned exclusively by the City. The projects may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. Project costs include related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right of way and real property acquisition. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Expansion and/or renovation of existing Senior Center including, but not limited to, acquisition, design, construction, equipping, furnishing, and amenities on Main Street.	\$18,000,000
Expansion and/or improvements of existing Rose District Plaza including, but not limited to, acquisition, design, construction, equipping, furnishing, and/or site amenities.	\$10,000,000
Expansion and/or renovation of existing Arts@302 including, but not limited to, acquisition, design, construction, equipping, furnishing, and/or improvements.	\$7,500,000
Expansion and/or parking improvements at the existing Veteran's Center including, but not limited to, acquisition, design, construction, and/or appurtenances.	\$1,700,000
Relocation of existing Military History Museum in the vicinity of Veteran's Park including, but not limited to, acquisition, design, construction, equipping and/or furnishings.	\$9,200,000
Expansion and/or renovation to the existing BA History Museum including, but not limited to, acquisition, design, construction, and/or equipping.	\$5,000,000
Estimated costs of issuance and contingency funds. Any funds not required to complete the foregoing projects shall be utilized for the purpose of acquiring, constructing, expanding, renovating, repairing, and equipping municipal buildings, facilities, and equipment, all to be owned exclusively by the City.	<u>\$13,600,000</u>
TOTAL: (representing over 70% of \$65,000,000)	\$65,000,000

(Proposition No. 5)

Stormwater Projects

The Stormwater Projects for which the proceeds of the aforesaid not to exceed \$6,000,000 general obligation bonds shall be expended consist of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping stormwater facilities on property owned exclusively or in part by the City. The projects may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. Project costs include related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right of way and real property acquisition. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Improvements to the regional detention pond located at West Madison Street and North Birch Avenue.	\$1,500,000
Stormwater drainage improvements to the conveyance system within the downtown area from Elm Place (161st Street) to 9th Street (Lynn Lane) and from Kenosha Street (71st Street) to Houston Street (81st Street).	\$700,000
Improvements to the drainage system including but not limited to engineering, design, construction, roadway improvements as necessary, and acquisition of easements and right-of-way from West Iola Street to West Elgin Street and North Date Avenue to North Ash Avenue.	\$1,500,000
Improvements to the drainage system including, but not limited to, engineering, design, construction, and acquisition of easements and right-of-way on channel repairs, erosion, and conveyance system improvements for the residential subdivisions located in the Indian Springs Area.	\$500,000
Estimated costs of issuance and contingency funds. Any funds not required to complete the foregoing projects shall be utilized for the purpose of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping stormwater facilities on property owned exclusively or in part by the City.	<u>\$1,800,000</u>
TOTAL: (representing over 70% of \$6,000,000)	\$6,000,000

(Proposition No. 6)

Drainage Projects

The Drainage Projects for which the proceeds of the aforesaid not to exceed \$5,000,000 general obligation bonds shall be expended consist of drainage improvements to property owned exclusively or in part by the City. The projects may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. Project costs include related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right of way and real property acquisition. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Drainage improvements in Adams Creek Basin including but not limited to channelization, bank stabilization, detention, clearing of drainageway, stormwater quality, erosion control, and conveyance system improvements.	\$750,000
Drainage improvements in Broken Arrow Creek Basin including but not limited to channelization, bank stabilization, detention, clearing of drainageway, stormwater quality, erosion control, and conveyance system improvements.	\$750,000
Drainage improvements in Elm or Aspen Creek Basin including but not limited to channelization, bank stabilization, detention, clearing of drainageway, stormwater quality, erosion control, and conveyance system improvements.	\$750,000
Drainage improvements in Haikey Creek Basin including but not limited to channelization, bank stabilization, detention, clearing of drainageway, stormwater quality, erosion control, and conveyance system improvements.	\$1,250,000
Estimated costs of issuance and contingency funds. Any funds not required to complete the foregoing projects shall be utilized for the purpose of drainage improvements to property owned exclusively or in part by the City.	<u>\$1,500,000</u>
TOTAL: (representing over 70% of \$5,000,000)	\$5,000,000

(Proposition No. 7)

Library Project

The Library Project for which the proceeds of the aforesaid not to exceed \$4,000,000 general obligation limited tax bonds shall be expended shall be limited to qualified economic and

community development purposes as defined in Title 62, Section 802 of the Oklahoma Statutes, to include a new south Broken Arrow library. The projects may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. Project costs include related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right of way and real property acquisition, and related costs of issuance. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

In cooperation with the Tulsa County Library System, develop and construct a new public library facility in south Broken Arrow. Any funds not required to complete the foregoing projects shall be utilized for qualified economic and community development purposes.	<u>\$4,000,000</u>
TOTAL: (representing over 70% of \$4,000,000)	\$4,000,000

That only the registered, qualified voters of the City of Broken Arrow, Oklahoma, may vote upon the propositions as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

Such election shall be conducted by those precinct officers designated by the County Election Board of Tulsa County, Oklahoma, which officers shall also act as counters and certify the results thereof as required by law.

As provided in Title 26, Oklahoma Statutes Section 13-103, the City authorizes the Tulsa County Election Board to open all precinct polling places for Broken Arrow municipal elections located in Wagoner County, Oklahoma, and Tulsa County, Oklahoma, for this election.

WITNESS my hand as Mayor of the City of Broken Arrow, Oklahoma and the Seal of said City affixed hereto on the 6<sup>th</sup> day of January, 2026.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# City of Broken Arrow

## Request for Action

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**File #: 26-101, Version: 1**

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**Broken Arrow City Council  
Meeting of: 1-6-2026**

**Title:**

Consideration, discussion, and possible adoption of Ordinance No. 3902, an Ordinance amending the City of Broken Arrow Code of Ordinances Chapter 10, Fire Prevention And Protection, Article II, Division I, Section 10-27, entitled “Specialized services,” specifically removing “Hazmat cleanup;” amending Chapter 10, Fire Prevention and Protection, Article IV, entitled “Explosives,” specifically reserving Sections 10-106 to 10-120; enacting Chapter 10, Fire Prevention and Protection, Article V, entitled “Hazardous Materials Incident Response;” repealing Chapter 13.1, entitled “Hazardous Materials and Waste;” and repealing all ordinances to the contrary

**Background:**

From time to time, the City of Broken Arrow Fire Department is tasked with responding to various situations involving the identification, quarantine, clean-up, evacuation, and disposal of various potentially hazardous materials. Currently, municipal code provides two different provisions permitting the recovery of costs incurred for response to incidents involving hazardous materials. Due to the decentralized location, differing standards of culpability, and ambiguous language of these provisions within the Code, the scope of authority and mechanism to recover costs is not clear, and there is no express authority to waive costs in extenuating circumstances.

To remedy these deficiencies, the proposed ordinance centralizes, clarifies, and codifies a process for recovering costs incurred when responding to hazardous materials incidents. The proposed ordinance provides definitions, declares hazardous materials a nuisance, describes the City Manager’s authority to respond to hazardous materials incidents, identifies responsible parties, permits cost recouperation, and provides a mechanism for a responsible party to request a waiver of costs in certain circumstances.

Council consideration of this Ordinance would be greatly appreciated.

**Cost:** \$0

**Funding Source:** N/A

**Requested By:** Jeremy K. Moore, Fire Chief

**Approved By:** City Manager’s Office

**Attachments:** Ordinance No. 3902

**Recommendation:**

Adopt Ordinance No. 3902 and authorize its execution.



## ORDINANCE NO. 3902

AN ORDINANCE AMENDING THE CITY OF BROKEN ARROW CODE OF ORDINANCES CHAPTER 10, FIRE PREVENTION AND PROTECTION, ARTICLE II, DIVISION I, SECTION 10-27, ENTITLED “SPECIALIZED SERVICES,” SPECIFICALLY REMOVING “HAZMAT CLEANUP;” AMENDING CHAPTER 10, FIRE PREVENTION AND PROTECTION, ARTICLE IV, ENTITLED “EXPLOSIVES,” SPECIFICALLY RESERVING SECTIONS 10-106 TO 10-120; ENACTING CHAPTER 10, FIRE PREVENTION AND PROTECTION, ARTICLE V, ENTITLED “HAZARDOUS MATERIALS INCIDENT RESPONSE;” AND REPEALING CHAPTER 13.1, ENTITLED “HAZARDOUS MATERIALS AND WASTE”

BE IT ORDIANED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

**SECTION I.** That Chapter 10- Fire Prevention and Protection, Article I- Generally, shall be amended as follows:

**Section 10-27. – Specialized services.**

- (a) *Plan review.* The fire department shall review all plans to ensure compliance with the International Fire Code as adopted in section 10-51 of this Code. Additionally, the fire department shall review all plans pertaining to automatic fire alarm systems, and all automatic fire-extinguishing systems that are hereafter proposed for construction within the city, and shall receive a fee as set by the city manager in the manual of fees.
- (b) *Contractor registration.* All automatic fire-extinguishing system and automatic fire alarm system contractors shall register with the city prior to performing any fire-extinguishing/alarm system work. Registration shall be in accordance with the provisions of general contractors as listed in chapter 6.
- (c) *Restrictions on beginning work.* A permit shall be obtained prior to commencing any work on new or existing automatic fire-extinguishing or automatic fire alarm systems and all associated fees shall be paid prior to the issuance of said permit, in accordance with the manual of fees.
- (d) *Inspections.* All required inspections shall be performed by the fire marshal or their designee and shall receive approval prior to activating an automatic fire alarm or automatic fire-extinguishing system. Fees for the inspections shall be in accordance with the manual of fees.

**SECTION II.** That Chapter 10- Fire Prevention and Protection, Article IV- Explosives, shall be amended as follows:

Sections 10-106 to 10-120 – RESERVED.

**SECTION III.** That Chapter 10- Fire Prevention and Protection, Article V – Hazardous Materials Incident Response shall be enacted as follows:

## **Article V. – Hazardous Materials Incident Response**

### **Division 1. – Generally**

#### **Section 10-121. - Definitions.**

The following definitions shall apply in the enforcement and interpretation of this Article, unless clearly indicated to the contrary:

*Hazardous Material* means any chemical, compound, condensate, gas, liquid, material, solid, substrate, or any other substance that, because of its chemical characteristics, concentration, quantity, physical characteristics, or other characteristics, poses a significant present or potential risk or threat to human or environmental health and safety or property when exposed or released from its container, according to federal, state, tribal, and/or local standards and regulation, including, but not limited to, the Classes and Division Examples of Materials by General Hazard Properties Based on the United Nations System. The term “Hazardous Material” may include, but is not limited to, explosives, flammable gasses, flammable liquids, noxious gasses, spontaneously combustible materials, infectious substances, corrosive materials, poisonous gasses, flammable solids, spent acids, caustic solutions, poisons, containerized gasses, sludges, radioactive material, tank bottoms containing heavy metallic ions, toxic organic or inorganic chemicals, and materials such as paper, metal, cloth or wood which are contaminated with hazardous waste.

*Hazardous Materials Clean-Up* means the operations of the Hazardous Materials Response Team in response to a Hazardous Materials Incident.

*Hazardous Materials Incident* means any incident involving the abandonment, deposit, discharge, exposure, leak, release, or spillage, whether negligently, recklessly, knowingly, or intentionally, of a Hazardous Material from its intended container, pipe, storage device, or similar retaining device, unless otherwise provided in this Article.

*Hazardous Materials Response Team* means the individual or individuals employed, contracted, or designated by the City of Broken Arrow Fire Department to respond to Hazardous Materials Incidents.

*Person* means any individual, group of individuals, corporation, sole proprietorship, partnership, limited partnership, limited liability company, firm, company, or other legal entity, foreign or domestic, engaged in any commercial, business, industrial, or personal business, transaction, or activity of any nature.

*Responsible Party* means any and all Persons, jointly and severally, involved in the possession, ownership, storage, or transportation of any Hazardous Materials that is abandoned, deposited, discharged, exposed, leaked, released, or spilled as described in Sec. 10-131.

### **Section 10-122. - Nuisance Declared.**

Hazardous Materials that are abandoned, deposited, discharged, exposed, leaked, released, or spilled are hereby declared to be a nuisance due to the actual or potential deleterious effects of such Hazardous Materials upon the public, property, and environment.

### **Section 10-123. - No waiver of rights.**

Nothing in this Article shall waive, limit, or prevent the city from exercising any right, mechanism, or recovery permitted by state or federal law, including, but not limited to, the Underground Facilities Damage Prevention Act, 63 O.S. §§ 142.1 *et seq.*, the Oklahoma Hazardous Waste Management Act, 27A O.S. §§ 2-7-101 *et seq.*, and Article 16 of the Oklahoma Public Health Code, 63 O.S. §§ 1-1601 *et seq.*

### **Section 10-124 to 10-125. – RESERVED**

#### **Division 2. – Response**

### **Section 10-126. - Authority.**

- (a) The City Manager, or his or her designee, is hereby authorized to respond to any Hazardous Materials Incident within or outside of the City as he or she deems appropriate or as is required under state law.
- (b) The City Manager, or his or her designee, is hereby authorized to enter into and execute cooperative agreements, memorandums of understanding, memorandums of agreement, or other agreements with external entities, persons, or stakeholders as may be necessary to effectuate Hazardous Material Clean-Up and increase the City's capability and capacity in preparation for, response to, and recovery from Hazardous Materials Incidents.
- (c) Any agreement entered into or executed under the authority of this Section requiring the expenditure of city funds shall be approved by the City Council. Nothing in this Article shall abrogate any powers of the City Manager or his or her designee in the event of an emergency as provided elsewhere in this Code.

### **Section 10-127. - Response not required.**

The City Manager, or his or her designee, shall not be obligated, by any provision of this Article, to respond to any Hazardous Materials Incident within or outside the City of Broken Arrow. This Section does not abrogate any requirement to respond to events involving releases of dangerous substances as may be required by state or federal law. No duty is created nor owed to any person by virtue of this Article, and nothing in this Article shall be construed to create nor enlarge any duty of care owed by the City under state law, including, but not limited to, the Oklahoma Governmental Tort Claims Act.

**Section 10-128. - Verification of adequacy of cleanup or abatement.**

In the event any person or entity undertakes cleanup or abatement of a Hazardous Material or the effects of a Hazardous Materials Incident, the city may take such action as is necessary to supervise or verify the adequacy of the cleanup and abatement.

**Section 10-129 to 10-130. – RESERVED.**

**Division 3. – Responsibility, Costs, and Waiver**

**Section 10-131. – Responsibility.**

The following Persons shall be liable to the City for payment of incurred costs related to the City's response to any Hazardous Materials Incident:

- (a) The Person or Persons whose accidental, negligent, reckless, or willful act or omission proximately caused the abandonment, deposit, discharge, exposure, leak, release, or spillage of any Hazardous Material; or
- (b) The Person or Persons who owned, maintained, or had custody or control of a Hazardous Material or its container at the time of or immediately prior to the abandonment, deposit, discharge, exposure, leak, release, or spillage of such Hazardous Material; or
- (c) The Person or Persons who owned, leased, rented, or otherwise maintained control over the land, body of water, property, or location upon or within which a Hazardous Material is abandoned, deposited, discharged, exposed, leaked, released, or spilled.

**Section 10-132. – Costs.**

Costs incurred for Hazardous Materials Incident response shall be as set forth in the Manual of Fees adopted by the Broken Arrow City Council. Charges made shall compensate the city for equipment, personnel, labor, materials, and any other cost incurred by the city in response to a Hazardous Materials Incident. The minimum billing shall be for one hour per truck. If no cost is set forth in the Manual of Fees, the costs incurred shall be the same as is described in the Manual of Fees for the Hazardous Materials Response (plus supplies, contracted mitigation expenses, and mutual aid expenses) for Fire Runs Outside City Limits.

**Section 10-133. – Waiver of Costs.**

At his or her discretion, the City Manager, or his or her designee, may waive the requirement for a Responsible Party to pay incurred costs related to the City's response to any Hazardous Materials Incident. The City Manager, or his or her designee, may consider the following factors in determining whether a Responsible Party may be required to pay incurred costs:

- (a) Whether the Responsible Party is a local government, state agency, tribal government, or federal agency or an agent, contractor, employee, or servant of a local, state, tribal, or federal government or agency;
- (b) Whether the Hazardous Materials Incident was caused by or results from acts or conditions beyond the Responsible Party's reasonable control, including:
  - (1) flood, fire, earthquake, or other natural disaster;
  - (2) war, invasion, or international hostilities;
  - (3) terrorist acts, riot, or other civil unrest;
  - (4) orders, laws, or actions of the State of Oklahoma or the United States Federal government;
  - (5) shortage of adequate power due to any of the above conditions;
  - (6) declared national or regional emergencies not otherwise described above;
  - (7) other similar event beyond the control of the Responsible party; or
- (c) Whether the contracted or entered into mutual aid agreements for Hazardous Materials Incident response and such agreement provides for mutual services without charge.
- (d) Whether the person otherwise responsible for the Hazardous Materials Incident is not involved in the possession, ownership, storage, or transportation of the Hazardous Materials as the agent, contractor, employee, or servant of any business entity or Person;
- (e) Whether the person otherwise responsible for the Hazardous Materials Incident lawfully owned, possessed, stored, or transported the Hazardous Materials abandoned, deposited, discharged, exposed, leaked, released, or spilled and such Hazardous Materials were lawfully owned, possessed, stored, or transported solely for private, non-commercial purposes related to the person's own residential, real property or private personal property, and the person received or is to receive no compensation for any services related to the Hazardous Materials; provided, however, that the Hazardous Material possessed, owned, stored, or transported by the person is in a form, quantity, and container ordinarily and lawfully available for sale as consumer products to the general public;
- (f) Whether the Hazardous Material giving rise to the Hazardous Materials Incident was used for the sole purpose of providing power to a vehicle involved in a Hazardous Materials Incident.
- (g) Whether any extenuating circumstance surrounding the Hazardous Materials Incident is sufficient to justify the waiver of payment for incurred costs.

#### **Section 10-134. – Waiver Process.**

Any Person assessed costs incurred during the City's Hazardous Materials Incident response may request a waiver of costs by submitting a written request to the Office of the City Clerk within thirty (30) days of the date of the notification of assessment or invoice, whichever occurs first. The notification of assessment or invoice must contain language advising the recipient

of the time requirements and location at which a request for waiver must be received. No waiver shall be granted after such time as the City receives payment for assessed costs. The City Manager, or his or her designee, shall determine whether to waive the assessed costs within a reasonable time after receiving a request for waiver. Any person denied an assessed costs waiver under this Article may appeal to the City Council by written notice filed with the City Clerk within fifteen (15) days of the denial; the City Council's decision shall be the final determination of the City.

**Section 10-135 to 10-140 – RESERVED.**

**SECTION IV.** That Chapter 13.1 – Hazardous Materials and Waste – is hereby REPEALED.

**SECTION V. Repealer.**

Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

**SECTION VI. Severability.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

**SECTION VII. Effective Date.**

This ordinance shall take effect and be in full force from and after its passage and publication as required by law.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
(Seal) CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING THE CITY OF BROKEN ARROW CODE OF ORDINANCES CHAPTER 10, FIRE PREVENTION AND PROTECTION, ARTICLE II, DIVISION I, SECTION 10-27, ENTITLED “SPECIALIZED SERVICES,” SPECIFICALLY REMOVING “HAZMAT CLEANUP;” AMENDING CHAPTER 10, FIRE PREVENTION AND PROTECTION, ARTICLE IV, ENTITLED “EXPLOSIVES,” SPECIFICALLY RESERVING SECTIONS 10-106 TO 10-120; ENACTING CHAPTER 10, FIRE PREVENTION AND PROTECTION, ARTICLE V, ENTITLED “HAZARDOUS MATERIALS INCIDENT RESPONSE;” AND REPEALING CHAPTER 13.1, ENTITLED “HAZARDOUS MATERIALS AND WASTE”

BE IT ORDIANED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

SECTION I. That Chapter 10- Fire Prevention and Protection, Article I- Generally, shall be amended as follows:

**Section 10-27. – Specialized services.**

- (a) *Plan review.* The fire department shall review all plans to ensure compliance with the International Fire Code as adopted in section 10-51 of this Code. Additionally, the fire department shall review all plans pertaining to automatic fire alarm systems, and all automatic fire-extinguishing systems that are hereafter proposed for construction within the city, and shall receive a fee as set by the city manager in the manual of fees.
- ~~(b) *Hazmat cleanup.* The fire department shall receive payment from the person or entity that caused a spill of hazardous material to cover the costs of the cleanup. If the person that caused the spill is unknown or for any other reason fails to make payment, then the fee will be charged to and collected from the owner of the property on which the cleanup work was performed or the property immediately protected by the cleanup work. The fee shall be set by the city manager.~~
- (~~b~~e) *Contractor registration.* All automatic fire-extinguishing system and automatic fire alarm system contractors shall register with the city prior to performing any fire-extinguishing/alarm system work. Registration shall be in accordance with the provisions of general contractors as listed in chapter 6.
- (~~c~~d) *Restrictions on beginning work.* A permit shall be obtained prior to commencing any work on new or existing automatic fire-extinguishing or automatic fire alarm systems and all associated fees shall be paid prior to the issuance of said permit, in accordance with the manual of fees.
- (~~d~~e) *Inspections.* All required inspections shall be performed by the fire marshal or their designee and shall receive approval prior to activating an automatic fire alarm or automatic fire-extinguishing system. Fees for the inspections shall be in accordance with the manual of fees.

**SECTION II.** That Chapter 10- Fire Prevention and Protection, Article IV- Explosives, shall be amended as follows:

**Sections 10-106 to 10-120 – RESERVED.**

**SECTION III.** That Chapter 10- Fire Prevention and Protection, Article V – Hazardous Materials Incident Response shall be enacted as follows:

**Article V. – Hazardous Materials Incident Response**

**Division 1. – Generally**

**Section 10-121. - Definitions.**

The following definitions shall apply in the enforcement and interpretation of this Article, unless clearly indicated to the contrary:

*Hazardous Material* means any chemical, compound, condensate, gas, liquid, material, solid, substrate, or any other substance that, because of its chemical characteristics, concentration, quantity, physical characteristics, or other characteristics, poses a significant present or potential risk or threat to human or environmental health and safety or property when exposed or released from its container, according to federal, state, tribal, and/or local standards and regulation, including, but not limited to, the Classes and Division Examples of Materials by General Hazard Properties Based on the United Nations System. The term “Hazardous Material” may include, but is not limited to, explosives, flammable gasses, flammable liquids, noxious gasses, spontaneously combustible materials, infectious substances, corrosive materials, poisonous gasses, flammable solids, spent acids, caustic solutions, poisons, containerized gasses, sludges, radioactive material, tank bottoms containing heavy metallic ions, toxic organic or inorganic chemicals, and materials such as paper, metal, cloth or wood which are contaminated with hazardous waste.

*Hazardous Materials Clean-Up* means the operations of the Hazardous Materials Response Team in response to a Hazardous Materials Incident.

*Hazardous Materials Incident* means any incident involving the abandonment, deposit, discharge, exposure, leak, release, or spillage, whether negligently, recklessly, knowingly, or intentionally, of a Hazardous Material from its intended container, pipe, storage device, or similar retaining device, unless otherwise provided in this Article.

*Hazardous Materials Response Team* means the individual or individuals employed, contracted, or designated by the City of Broken Arrow Fire Department to respond to Hazardous Materials Incidents.

*Person* means any individual, group of individuals, corporation, sole proprietorship, partnership, limited partnership, limited liability company, firm, company, or other legal entity, foreign or domestic, engaged in any commercial, business, industrial, or personal business, transaction, or activity of any nature.

Responsible Party means any and all Persons, jointly and severally, involved in the possession, ownership, storage, or transportation of any Hazardous Materials that is abandoned, deposited, discharged, exposed, leaked, released, or spilled as described in Sec. 10-131.

#### **Section 10-122. - Nuisance Declared.**

Hazardous Materials that are abandoned, deposited, discharged, exposed, leaked, released, or spilled are hereby declared to be a nuisance due to the actual or potential deleterious effects of such Hazardous Materials upon the public, property, and environment.

#### **Section 10-123. - No waiver of rights.**

Nothing in this Article shall waive, limit, or prevent the city from exercising any right, mechanism, or recovery permitted by state or federal law, including, but not limited to, the Underground Facilities Damage Prevention Act, 63 O.S. §§ 142.1 *et seq.*, the Oklahoma Hazardous Waste Management Act, 27A O.S. §§ 2-7-101 *et seq.*, and Article 16 of the Oklahoma Public Health Code, 63 O.S. §§ 1-1601 *et seq.*

#### **Section 10-124 to 10-125. – RESERVED**

### **Division 2. – Response**

#### **Section 10-126. - Authority.**

- (a) The City Manager, or his or her designee, is hereby authorized to respond to any Hazardous Materials Incident within or outside of the City as he or she deems appropriate or as is required under state law.
- (b) The City Manager, or his or her designee, is hereby authorized to enter into and execute cooperative agreements, memorandums of understanding, memorandums of agreement, or other agreements with external entities, persons, or stakeholders as may be necessary to effectuate Hazardous Material Clean-Up and increase the City's capability and capacity in preparation for, response to, and recovery from Hazardous Materials Incidents.
- (c) Any agreement entered into or executed under the authority of this Section requiring the expenditure of city funds shall be approved by the City Council. Nothing in this Article shall abrogate any powers of the City Manager or his or her designee in the event of an emergency as provided elsewhere in this Code.

#### **Section 10-127. - Response not required.**

The City Manager, or his or her designee, shall not be obligated, by any provision of this Article, to respond to any Hazardous Materials Incident within or outside the City of Broken Arrow. This Section does not abrogate any requirement to respond to events involving releases of dangerous substances as may be required by state or federal law. No duty is created nor owed to any person by virtue of this Article, and nothing in this Article shall be construed to create nor

enlarge any duty of care owed by the City under state law, including, but not limited to, the Oklahoma Governmental Tort Claims Act.

#### **Section 10-128. - Verification of adequacy of cleanup or abatement.**

In the event any person or entity undertakes cleanup or abatement of a Hazardous Material or the effects of a Hazardous Materials Incident, the city may take such action as is necessary to supervise or verify the adequacy of the cleanup and abatement.

#### **Section 10-129 to 10-130. – RESERVED.**

### **Division 3. – Responsibility, Costs, and Waiver**

#### **Section 10-131. – Responsibility.**

The following Persons shall be liable to the City for payment of incurred costs related to the City’s response to any Hazardous Materials Incident:

- (a) The Person or Persons whose accidental, negligent, reckless, or willful act or omission proximately caused the abandonment, deposit, discharge, exposure, leak, release, or spillage of any Hazardous Material; or
- (b) The Person or Persons who owned, maintained, or had custody or control of a Hazardous Material or its container at the time of or immediately prior to the abandonment, deposit, discharge, exposure, leak, release, or spillage of such Hazardous Material; or
- (c) The Person or Persons who owned, leased, rented, or otherwise maintained control over the land, body of water, property, or location upon or within which a Hazardous Material is abandoned, deposited, discharged, exposed, leaked, released, or spilled.

#### **Section 10-132. – Costs.**

Costs incurred for Hazardous Materials Incident response shall be as set forth in the Manual of Fees adopted by the Broken Arrow City Council. Charges made shall compensate the city for equipment, personnel, labor, materials, and any other cost incurred by the city in response to a Hazardous Materials Incident. The minimum billing shall be for one hour per truck. If no cost is set forth in the Manual of Fees, the costs incurred shall be the same as is described in the Manual of Fees for the Hazardous Materials Response (plus supplies, contracted mitigation expenses, and mutual aid expenses) for Fire Runs Outside City Limits.

#### **Section 10-133. – Waiver of Costs.**

At his or her discretion, the City Manager, or his or her designee, may waive the requirement for a Responsible Party to pay incurred costs related to the City’s response to any Hazardous Materials Incident. The City Manager, or his or her designee, may consider the following factors in determining whether a Responsible Party may be required to pay incurred costs:

- (a) Whether the Responsible Party is a local government, state agency, tribal government, or federal agency or an agent, contractor, employee, or servant of a local, state, tribal, or federal government or agency;
- (b) Whether the Hazardous Materials Incident was caused by or results from acts or conditions beyond the Responsible Party's reasonable control, including:
  - (1) flood, fire, earthquake, or other natural disaster;
  - (2) war, invasion, or international hostilities;
  - (3) terrorist acts, riot, or other civil unrest;
  - (4) orders, laws, or actions of the State of Oklahoma or the United States Federal government;
  - (5) shortage of adequate power due to any of the above conditions;
  - (6) declared national or regional emergencies not otherwise described above;
  - (7) other similar event beyond the control of the Responsible party; or
- (c) Whether the contracted or entered into mutual aid agreements for Hazardous Materials Incident response and such agreement provides for mutual services without charge.
- (d) Whether the person otherwise responsible for the Hazardous Materials Incident is not involved in the possession, ownership, storage, or transportation of the Hazardous Materials as the agent, contractor, employee, or servant of any business entity or Person;
- (e) Whether the person otherwise responsible for the Hazardous Materials Incident lawfully owned, possessed, stored, or transported the Hazardous Materials abandoned, deposited, discharged, exposed, leaked, released, or spilled and such Hazardous Materials were lawfully owned, possessed, stored, or transported solely for private, non-commercial purposes related to the person's own residential, real property or private personal property, and the person received or is to receive no compensation for any services related to the Hazardous Materials; provided, however, that the Hazardous Material possessed, owned, stored, or transported by the person is in a form, quantity, and container ordinarily and lawfully available for sale as consumer products to the general public;
- (f) Whether the Hazardous Material giving rise to the Hazardous Materials Incident was used for the sole purpose of providing power to a vehicle involved in a Hazardous Materials Incident.
- (g) Whether any extenuating circumstance surrounding the Hazardous Materials Incident is sufficient to justify the waiver of payment for incurred costs.

#### **Section 10-134. – Waiver Process.**

Any Person assessed costs incurred during the City's Hazardous Materials Incident response may request a waiver of costs by submitting a written request to the Office of the City Clerk within thirty (30) days of the date of the notification of assessment or invoice, whichever occurs first. The notification of assessment or invoice must contain language advising the recipient

of the time requirements and location at which a request for waiver must be received. No waiver shall be granted after such time as the City receives payment for assessed costs. The City Manager, or his or her designee, shall determine whether to waive the assessed costs within a reasonable time after receiving a request for waiver. Any person denied an assessed costs waiver under this Article may appeal to the City Council by written notice filed with the City Clerk within fifteen (15) days of the denial; the City Council's decision shall be the final determination of the City.

**Section 10-135 to 10-140 – RESERVED.**

**SECTION IV.** That Chapter 13.1 – Hazardous Materials and Waste – is hereby REPEALED.

**~~Section 13.1-1. — Authority to order cleanup or abatement.~~**

~~The city manager, the fire chief, or a designated representative is authorized to order cleanup, or other abatement of the effects of any hazardous substance or waste which has been unlawfully, accidentally, or negligently released, or deposited upon or into any property or facility within the city and to supervise such cleanup and abatement effort. The city shall recover all costs incurred as a result of such cleanup or abatement activity from the following:~~

- ~~(1) The persons or entities whose accidental, negligent, or willful act or omission proximately caused such a release or deposit;~~
- ~~(2) The persons or entities who owned, had custody, or had control of the hazardous substance or waste at the time of such release or deposit, without regard to fault or proximate causation;~~
- ~~(3) The persons or entities who owned, had custody, or had control of the container which held such hazardous waste or substance at the time or immediately prior to such release or deposit, without regard to fault or proximate cause; and~~
- ~~(4) The property owner of the property on or in which the hazardous substance or waste was released or deposited.~~

~~Sec. 13.1-2. — Verification of adequacy of cleanup or abatement.~~

~~In the event any person undertakes to clean up or abate the effects of any hazardous substance or waste which has been negligently, unlawfully or accidentally released, or deposited upon or into any property or facility, the city may take such action as is necessary to supervise or verify the adequacy of the cleanup and abatement.~~

~~Sec. 13.1-3. — Definitions.~~

~~For the purposes of this chapter:~~

~~Costs for the cleanup and abatement of the hazardous materials and waste, shall include, but not necessarily be limited to the following:~~

- ~~(1) Costs of any emergency response contract labor and materials;~~
- ~~(2) Actual labor costs of city personnel, including benefits, supervision, workers compensation, and administrative overhead;~~
- ~~(3) Costs of security associated with the cleanup and abatement;~~
- ~~(4) Costs to the city for hazardous materials responses, including labor, equipment, and materials, from other governmental entities under mutual aid arrangements; and~~
- ~~(5) The fair rental or replacement costs of city-owned equipment and materials.~~

~~Hazardous material means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment, if released into the workplace or the environment.~~

#### **SECTION V. Repealer.**

Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

#### **SECTION VI. Severability.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

#### **SECTION VII. Effective Date.**

This ordinance shall take effect and be in full force from and after its passage and publication as required by law.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
(Seal) CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



# City of Broken Arrow

## Request for Action

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**File #:** 26-132, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 1-6-2026**

**Title:**

Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3902; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is declared to exist

**Background:**

Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

**Cost:** No Cost

**Funding Source:** None

**Requested By:** Jeremy K. Moore, Fire Chief

**Approved By:** City Manager's Office

**Attachments:** None

**Recommendation:**

Approve the emergency clause for Ordinance No. 3902



# City of Broken Arrow

## Request for Action

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**File #: 26-126, Version: 1**

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**Broken Arrow City Council  
Meeting of: 01-06-2026**

**Title:**

Consideration, discussion, and possible approval of Ordinance No. 3903, an Ordinance of the Council of the City of Broken Arrow, Oklahoma, authorizing the calling and holding of a special election in the City of Broken Arrow, State of Oklahoma (the "City"), on the 7th day of April, 2026, for the purpose of submitting to the registered qualified electors of said City the question of the issuance of general obligation bonds of said City in an aggregate amount not to exceed the sum of Four Hundred Fifteen Million Dollars (\$415,000,000) to be issued in one or more series to provide funds for the purposes of: (i) pursuant to Section 27, Article X of the Oklahoma Constitution, general obligation bonds of said City for constructing, reconstructing, repairing, improving, and rehabilitating streets, roads, bridges, and intersections in the city (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements) (\$205,000,000), (ii) pursuant to Section 27, Article X of the Oklahoma Constitution, general obligation bonds of said City for acquiring, constructing, expanding, renovating, repairing, and/or equipping public safety buildings, facilities, and equipment, all to be owned exclusively by the City (\$56,000,000), (iii) pursuant to Section 27, Article X of the Oklahoma Constitution, general obligation bonds of said City for constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping parks and recreational facilities, all to be owned exclusively by the City, or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement (\$74,000,000), (iv) pursuant to Section 27, Article X of the Oklahoma Constitution, general obligation bonds of said City for acquiring, constructing, expanding, renovating, repairing, and equipping municipal buildings, facilities, and equipment, all to be owned exclusively by the City (\$65,000,000), (v) pursuant to Section 26, Article X of the Oklahoma Constitution, general obligation bonds of said City for constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping stormwater facilities on property owned exclusively or in part by the City (\$6,000,000), (vi) pursuant to Section 26, Article X of the Oklahoma Constitution, general obligation bonds of said City for drainage improvements to property owned exclusively or in part by the City (\$5,000,000), and (vii) pursuant to Section 35, Article X of the Oklahoma Constitution, general obligation limited tax bonds of said City for economic and community development including a new south Broken Arrow library (\$4,000,000); all to be completed with or without the use of other funds, and levying and collecting an annual tax, in addition to all other taxes, upon all the taxable property in said City for the payment of the interest and principal on said bonds, provided however, that in no event shall the real and personal taxable property in said City be subject to a special tax in excess of five mills on the dollar for all bonds issued pursuant to Section 35, Article X of

the Oklahoma Constitution; providing for election procedures; authorizing professional services agreements pertaining to the issuance of said bonds; declaring an emergency; and containing other provisions related thereto.

**Background:**

Ordinance No. 3903 calls for an election on April 7, 2026 for the purpose of submitting to the registered, qualified electors of the City of Broken Arrow the issuance of bonds for the updated projects presented in the City Council meeting of December 2, 2025 and previewed at the special meeting of December 16, 2025. Propositions 1-4 and Proposition 7 require passage by a majority (50%) of the qualified electors of the City. Propositions 5 and 6 require passed by sixty percent (60%) of the qualified electors of the City. 26 O.S. § 13-102 requires that the City submit a resolution to the Tulsa County Election Board sixty (60) days prior to the election date. The attached Special Election Proclamation and Notice provides the statutory required notice.

**Cost:** No Cost

**Funding Source:** No Source

**Requested By:** City Manager's Office

**Approved By:** Trevor Dennis, City Attorney

**Attachments:** Ordinance No. 3903

**Recommendation:**

Adopt Ordinance No. 3903 and approve the emergency clause

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE BROKEN ARROW MUNICIPAL BUILDING LOCATED AT 220 SOUTH FIRST STREET IN SAID CITY ON THE 6<sup>TH</sup> DAY OF JANUARY, 2026, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the City of Broken Arrow, Oklahoma for the calendar year 2026 having been given in writing to the City Clerk of said City at 12:00 o'clock p.m. on November 20, 2025, and public notice of this meeting, setting forth the date, time, place and agenda was posted at \_\_\_ o'clock \_\_.m. on the \_\_\_ day of January, 2026, by posting on the City's Internet website ([www.brokenarrowok.gov](http://www.brokenarrowok.gov)) and by posting at the entry to the Municipal Building, 220 S. First Street, Broken Arrow, Oklahoma, 74012, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (220 S. First Street, Broken Arrow, Oklahoma, 74012) during normal business hours at least twenty-four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

Thereupon, the Mayor introduced the Ordinance set forth hereinbelow, which was read by title by the Clerk or Deputy Clerk and upon motion by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_, said Ordinance was adopted by the following vote:

AYE:

NAY:

and upon motion by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the question of the emergency was ruled upon separately and approved with the following vote:

AYE:

NAY:

Said Ordinance was thereupon signed by the Mayor or Vice Mayor, attested by the City Clerk or Deputy Clerk, sealed with the seal of said municipality and is as follows:

## **ORDINANCE NO. 3903**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA (THE "CITY"), ON THE 7<sup>TH</sup> DAY OF APRIL, 2026, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF THE ISSUANCE OF GENERAL OBLIGATION BONDS OF SAID CITY IN AN AGGREGATE AMOUNT NOT TO EXCEED THE SUM OF FOUR HUNDRED FIFTEEN MILLION DOLLARS (\$415,000,000) TO BE ISSUED IN ONE OR MORE SERIES TO PROVIDE FUNDS FOR THE PURPOSES OF: (I) PURSUANT TO SECTION 27, ARTICLE X OF THE OKLAHOMA CONSTITUTION, GENERAL OBLIGATION BONDS OF SAID CITY FOR CONSTRUCTING, RECONSTRUCTING, REPAIRING, IMPROVING, AND REHABILITATING STREETS, ROADS, BRIDGES, AND INTERSECTIONS IN THE CITY (INCLUDING LIGHTING, SIDEWALKS/BIKEPATHS, LANDSCAPING, RELATED DRAINAGE IMPROVEMENTS, DRIVEWAY RECONSTRUCTION, AND OTHER RELATED IMPROVEMENTS) (\$205,000,000), (II) PURSUANT TO SECTION 27, ARTICLE X OF THE OKLAHOMA CONSTITUTION, GENERAL OBLIGATION BONDS OF SAID CITY FOR ACQUIRING, CONSTRUCTING, EXPANDING, RENOVATING, REPAIRING, AND/OR EQUIPPING PUBLIC SAFETY BUILDINGS, FACILITIES, AND EQUIPMENT, ALL TO BE OWNED EXCLUSIVELY BY THE CITY (\$56,000,000), (III) PURSUANT TO SECTION 27, ARTICLE X OF THE OKLAHOMA CONSTITUTION, GENERAL OBLIGATION BONDS OF SAID CITY FOR CONSTRUCTING, EXPANDING, REPAIRING, WHICH MAY ALSO INCLUDE IMPROVING, RENOVATING, ACQUIRING AND EQUIPPING PARKS AND RECREATIONAL FACILITIES, ALL TO BE OWNED EXCLUSIVELY BY THE CITY, OR IN THE ALTERNATIVE TO ACQUIRE ALL OR A DISTINCT PORTION OF SUCH PROPERTY PURSUANT TO A LEASE PURCHASE ARRANGEMENT (\$74,000,000), (IV) PURSUANT TO SECTION 27, ARTICLE X OF THE OKLAHOMA CONSTITUTION, GENERAL OBLIGATION BONDS OF SAID CITY FOR ACQUIRING, CONSTRUCTING, EXPANDING, RENOVATING, REPAIRING, AND EQUIPPING MUNICIPAL BUILDINGS, FACILITIES, AND EQUIPMENT, ALL TO BE OWNED EXCLUSIVELY BY THE CITY (\$65,000,000), (V) PURSUANT TO SECTION 26, ARTICLE X OF THE OKLAHOMA CONSTITUTION, GENERAL OBLIGATION BONDS OF SAID CITY FOR CONSTRUCTING, EXPANDING, REPAIRING, WHICH MAY ALSO INCLUDE IMPROVING, RENOVATING, ACQUIRING AND EQUIPPING STORMWATER FACILITIES ON PROPERTY OWNED EXCLUSIVELY OR IN PART BY THE CITY (\$6,000,000), (VI) PURSUANT TO SECTION 26, ARTICLE X OF THE OKLAHOMA CONSTITUTION, GENERAL OBLIGATION BONDS OF SAID CITY FOR DRAINAGE IMPROVEMENTS TO PROPERTY OWNED EXCLUSIVELY OR IN PART BY THE CITY (\$5,000,000), AND (VII) PURSUANT TO SECTION 35, ARTICLE X OF THE OKLAHOMA CONSTITUTION, GENERAL OBLIGATION

LIMITED TAX BONDS OF SAID CITY FOR ECONOMIC AND COMMUNITY DEVELOPMENT INCLUDING A NEW SOUTH BROKEN ARROW LIBRARY (\$4,000,000); ALL TO BE COMPLETED WITH OR WITHOUT THE USE OF OTHER FUNDS, AND LEVYING AND COLLECTING AN ANNUAL TAX, IN ADDITION TO ALL OTHER TAXES, UPON ALL THE TAXABLE PROPERTY IN SAID CITY FOR THE PAYMENT OF THE INTEREST AND PRINCIPAL ON SAID BONDS, PROVIDED HOWEVER, THAT IN NO EVENT SHALL THE REAL AND PERSONAL TAXABLE PROPERTY IN SAID CITY BE SUBJECT TO A SPECIAL TAX IN EXCESS OF FIVE MILLS ON THE DOLLAR FOR ALL BONDS ISSUED PURSUANT TO SECTION 35, ARTICLE X OF THE OKLAHOMA CONSTITUTION; PROVIDING FOR ELECTION PROCEDURES; AUTHORIZING PROFESSIONAL SERVICES AGREEMENTS PERTAINING TO THE ISSUANCE OF SAID BONDS; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, it is deemed advisable by the City of Broken Arrow, State of Oklahoma (the "City") to provide funds for the following purposes:

- (i) Transportation: To provide funds for the purpose of constructing, reconstructing, repairing, improving, and rehabilitating streets, roads, bridges, and intersections in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements); and
- (ii) Public Safety: To provide funds for the purpose of acquiring, constructing, expanding, renovating, repairing, and/or equipping public safety buildings, facilities, and equipment, all to be owned exclusively by the City; and
- (iii) Quality of Life: To provide funds for the purpose of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping parks and recreational facilities, all to be owned exclusively by the City, or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement; and
- (iv) Public Facilities: To provide funds for the purpose of acquiring, constructing, expanding, renovating, repairing, and equipping municipal buildings, facilities, and equipment, all to be owned exclusively by the City; and
- (v) Stormwater: To provide funds for the purpose of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping stormwater facilities on property owned exclusively or in part by the City; and
- (vi) Drainage: To provide funds for the purpose of drainage improvements to property owned exclusively or in part by the City; and
- (vii) Library: To provide funds for the purpose of economic and community development including a new South Broken Arrow library; and

WHEREAS, the estimated amounts necessary for such purposes as listed above are as follows:

- (i) Transportation: Two Hundred Five Million Dollars (\$205,000,000); and
- (ii) Public Safety: Fifty Six Million Dollars (\$56,000,000); and
- (iii) Quality of Life: Seventy Four Million Dollars (\$74,000,000); and
- (iv) Public Facilities: Sixty Five Million Dollars (\$65,000,000); and
- (v) Stormwater: Six Million Dollars (\$6,000,000); and
- (vi) Drainage: Five Million Dollars (\$5,000,000); and
- (vii) Library: Four Million Dollars (\$4,000,000); and

WHEREAS, there are no funds in the treasury for such purposes, and power is granted said City by Sections 26, 27, and 35, Article 10, of the Oklahoma Constitution and laws of the State of Oklahoma, to issue bonds to provide funds for such purposes, provided the same is authorized by the registered qualified voters thereof, voting at an election held for such purpose.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

Section 1. Propositions. That the Mayor of the City, or in his absence or incapacity, the duly qualified Vice Mayor, be and hereby is authorized and directed to call a special election to be held in the City on the 7<sup>th</sup> day of April, 2026, for the purpose of submitting to the registered qualified voters of the City, for their approval or rejection, the following propositions:

PROPOSITION NO. 1

Transportation Projects

Shall the City of Broken Arrow, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in one or more series in an amount not to exceed the sum of Two Hundred Five Million Dollars (\$205,000,000) pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of constructing, reconstructing, repairing, improving, and rehabilitating streets, roads, bridges, and intersections in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements), to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within twenty (20) years from their date?

## PROPOSITION NO. 2

### Public Safety Projects

Shall the City of Broken Arrow, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in one or more series in an amount not to exceed the sum of Fifty Six Million Dollars (\$56,000,000) pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of acquiring, constructing, expanding, renovating, repairing, and/or equipping public safety buildings, facilities, and equipment, all to be owned exclusively by the City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within twenty (20) years from their date?

## PROPOSITION NO. 3

### Quality of Life Projects

Shall the City of Broken Arrow, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in one or more series in an amount not to exceed the sum of Seventy Four Million Dollars (\$74,000,000) pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping parks and recreational facilities, all to be owned exclusively by the City, or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement; to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within twenty (20) years from their date?

#### PROPOSITION NO. 4

##### Public Facilities Projects

Shall the City of Broken Arrow, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in one or more series in an amount not to exceed the sum of Sixty Five Million Dollars (\$65,000,000) pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma to provide funds for the purpose of acquiring, constructing, expanding, renovating, repairing, and equipping municipal buildings, facilities, and equipment, all to be owned exclusively by the City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within twenty (20) years from their date?

#### PROPOSITION NO. 5

##### Stormwater Projects

Shall the City of Broken Arrow, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in one or more series in an amount not to exceed the sum of Six Million Dollars (\$6,000,000) pursuant to Article 10, Section 26 of the Constitution of the State of Oklahoma to provide funds for the purpose of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping stormwater facilities on property owned exclusively or in part by the City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within twenty (20) years from their date?

#### PROPOSITION NO. 6

##### Drainage Projects

Shall the City of Broken Arrow, State of Oklahoma, incur an indebtedness by issuing its general obligation bonds in one or more series in an amount not to exceed the sum of Five Million Dollars (\$5,000,000) pursuant to Article 10, Section 26 of the Constitution of the State of Oklahoma to provide funds for the purpose of

drainage improvements to property owned exclusively or in part by the City, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within twenty (20) years from their date?

#### PROPOSITION NO. 7

##### Library Project

Shall the City of Broken Arrow, State of Oklahoma, incur an indebtedness by issuing its general obligation limited tax bonds in one or more series in an amount not to exceed the sum of Four Million Dollars (\$4,000,000) to provide funds for the purpose of economic and community development including a new south Broken Arrow library, to be completed with or without the use of other funds, and levy and collect an annual tax, in addition to all other taxes, upon all the taxable property in said City sufficient to pay the interest on said bonds as it falls due, and also to constitute a sinking fund for the payment of the principal thereof when due, said bonds to be competitively sold and bear interest at the lowest rate not to exceed ten percentum (10%) per annum, payable semi-annually and to become due within twenty (20) years from their date; provided however, that in no event shall the real and personal taxable property in said City be subject to a special annual tax in excess of five mills on the dollar for all bonds issued pursuant to Section 35, Article X of the Oklahoma Constitution?

#### Section 2. Description of Projects and Use of Proceeds.

##### (Proposition No. 1)

##### Transportation Projects

The Transportation Projects for which the proceeds of the aforesaid not to exceed \$205,000,000 general obligation bonds shall be expended consist of constructing, reconstructing, repairing, improving, and rehabilitating streets, roads, bridges, and intersections in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements). The projects may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. Project costs include related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right-of-way acquisition, utility relocation, technology improvements, curbs, drainage, traffic control improvements, street and pedestrian markings, conduits, intersections, signage, maintenance and storage facilities,

landscaping, irrigation systems, street lighting improvements, related street appurtenances and pavement management system improvements, traffic control signs and devices, construction and repair of sidewalk, street furniture, along with force account labor, street maintenance, pedestrian improvements, and construction equipment, and materials; and, expenses of the bond issue. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Widen and/or improve Tucson Street (121st Street) from Aspen Avenue (145th E. Avenue) to Olive Avenue (129th E. Avenue) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$15,600,000
Widen and/or improve Omaha Street (51st Street) from Aspen Avenue (145th E. Avenue) to Elm Place (161st E. Avenue) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$9,200,000
Widen and/or improve New Orleans Street (101st Street) from Garnett Street (113th E. Avenue) to Olive Avenue (129th E. Avenue) including but not limited to engineering, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$11,900,000
Widen and/or improve Olive Avenue (129th E. Avenue) from Washington Street (91st Street) to New Orleans Street (101st Street) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$1,250,000
Widen and/or improve Olive Avenue (129th E. Avenue) from New Orleans Street (101st Street) to Florence Street (111 <sup>th</sup> Street) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$11,500,000
Widen and/or improve Houston Street (81st Street) from State Highway 51 to 37th Street (209th E. Avenue) intersection with Houston Street (81st Street) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$7,200,000
Widen and/or improve Elm Place (161st E. Avenue) from New Orleans Street (101st Street) to Florence Street (111th Street) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$3,600,000
Widen and/or improve Florence Street (111th Street) from Aspen Avenue (145th E. Avenue) to Elm Place (161st E. Avenue) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$6,700,000

Widen and/or improve Kenosha Street (71st Street) from State Highway 364 (Creek Turnpike) to 51st Street (Evans Road) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$8,400,000
Widen and/or improve 23rd Street (County Line Road) from Houston Street (81st Street) to Washington Street (91st Street) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$2,950,000
Widen and/or improve Aspen Avenue (145th E. Avenue) from Dearborn Street (41st Street) to Omaha Street (51st Street) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$5,300,000
Improvements to the intersection at Tucson Street (121st Street) and Olive Avenue (129th E. Avenue) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$4,000,000
Improvements to the intersection at New Orleans Street (101st Street) and 23rd Street (County Line Road) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$4,300,000
Improvements to the intersection at Jasper Street (131st Street) and 23rd Street (County Line Road) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$2,800,000
Improvements to the intersection at Houston Street (81st Street) and 51st Street (Evans Road) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$2,900,000
Improvements to the intersection at Washington Street (91st Street) and 23rd Street (County Line Road) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$5,000,000
Improvements to the intersection at Kenosha Street (71st Street) and 79th Street (Midway Road) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$2,900,000
Improvements to intersection at Hillside Drive and 20th Street and/or Kenosha Street (71st Street) and 20th Street including, but not limited	

to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$3,900,000
Improvements to 37th Street (209th E. Avenue) from Dearborn Street (41st Street) to Rockford Street (31st Street) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$4,000,000
Improvements along Main Street from Elgin Street to Kenosha Street (71st Street) including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$2,500,000
Improvements along Main Street from Washington Street (91st Street) to Urbana Street including, but not limited to, design, construction of required appurtenances, and acquisition of easements and right-of-way.	\$1,600,000
Improvements to alleyways between Elm Place (161st Street) to 9th Street (Lynn Lane) and Kenosha Street (71st Street) and Houston Street (81st Street) including but not limited to engineering, design, construction of paved alleys and required appurtenances, relocation of utilities, and drainage improvements.	\$1,000,000
Design, construction of required appurtenances, and acquisition of easements and right-of-way to restore, rehabilitate, repair, reconstruct and/or resurface residential streets within Broken Arrow subdivisions with an average Pavement Condition Index (PCI) rating of 65 or less, including, but not limited to the following subdivisions: Southbrook; Union Station South; Vandever Acres I, II, III, V & Vandever Green; Sunrise Estates; Oak Ridge Estates; Eagle Creek I-V; Arrow Village Addition; Swanda Acres; and Indian Springs Estates 4 <sup>th</sup> Addition.	\$25,000,000
Estimated costs of issuance and contingency funds. Any funds not required to complete the foregoing projects shall be utilized for the purpose of constructing, reconstructing, repairing, improving, and rehabilitating existing streets, roads, bridges, and intersections in the City (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements).	<u>\$61,500,000</u>
TOTAL: (representing over 70% of \$205,000,000)	\$205,000,000

(Proposition No. 2)

Public Safety Projects

The Public Safety Projects for which the proceeds of the aforesaid not to exceed \$56,000,000 general obligation bonds shall be expended consist of acquiring, constructing, expanding, renovating, repairing, and/or equipping public safety buildings, facilities, and equipment, all to be owned exclusively by the City. The projects may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. Project costs include related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right of way and real property acquisition. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Upgrades to the existing outdoor warning system including, but not limited to, acquisition of easements, design, construction, and equipping.	\$1,000,000
Expansion and/or renovation to the existing Animal Shelter including, but not limited to, design, construction, equipping, and furnishings.	\$3,000,000
Acquisition and equipping of fire apparatus, ambulances, and/or emergency response vehicles.	\$18,400,000
Expansion and/or renovation for additional training space at Police and Fire Training Center including but not limited to design, construction, equipping, and furnishing.	\$5,000,000
A new Fire Station Number Nine (9) located in the southeast portion of the city including, but not limited to, acquisition, design, construction, equipping and furnishing.	\$10,200,000
Stormwater drainage improvements throughout the Police and Fire Training Center including, but not limited to, channelization, detention, stabilization, and required appurtenances.	\$2,500,000
Perimeter security improvements including, but not limited to, fencing, gates, access control, and security system upgrades at the Police and Fire Training Center.	\$600,000
Improve the existing outdoor range located at the Police and Fire Training Center including, but not limited to, design, construction, equipping, drainage and security upgrades.	\$700,000
Estimated costs of issuance and contingency funds. Any funds not required to complete the foregoing projects shall be utilized for the purpose of acquiring, constructing, expanding, renovating, repairing,	

and/or equipping public safety buildings, facilities, and equipment, all to be owned exclusively by the City.	<u>\$14,600,000</u>
TOTAL: (representing over 70% of \$56,000,000)	\$56,000,000

(Proposition No. 3)

Quality of Life Projects

The Quality of Life Projects for which the proceeds of the aforesaid not to exceed \$74,000,000 general obligation bonds shall be expended consist of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping parks and recreational facilities, which may also include green spaces, playgrounds, athletic facilities, aquatic facilities, maintenance facilities, recreation facilities, picnic and multi-purpose shelters, restrooms, concessions facilities, landscaping, utilities and utility relocation, technology improvements, lighting, equipment, furniture, furnishings, park materials, fencing, drainage improvements, water features, waterways, park parking, paths, sidewalks, trails, park roadways, traffic control improvements, demolition, park infrastructure, irrigation and park access and accessibility improvements, along with related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right of way and real property acquisition, all to be owned exclusively by the City, or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement; and may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

A new Community Center located at Elam Park including but not limited to, design, construction, equipping, and furnishing.	\$42,000,000
Additional site amenities at Elam Park including, but not limited to, a new splash pad, pickleball courts, and/or recreation spaces.	\$4,000,000
A new splash pad to replace Country Aire Community Pool including, but not limited to, design, construction, equipping, and furnishing.	\$3,200,000
Improvements at public parks including, but not limited to, playground equipment, fencing, and/or upgrade amenities.	\$2,700,000
Improvements at Nienhuis Park including, but not limited to, new pickleball courts, parking areas, and/or public restroom.	\$2,000,000
Renovate and/or expand the existing Central Park Community Center including, but not limited to, design, construction, equipping, and/or furnishing.	\$2,300,000

Improve Rose West Dog Park including, but not limited to, design and construction for shade structures.	\$340,000
Improve Jackson Park including, but not limited to, design and construction for a shade structure.	\$690,000
A new park with pet amenities located in the Northeast portion of the city including, but not limited to, acquisition and design.	\$2,000,000
Estimated costs of issuance and contingency funds. Any funds not required to complete the foregoing projects shall be utilized for the purpose of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping parks and recreational facilities, all to be owned exclusively by the City, or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement.	<u>\$8,670,000</u>
TOTAL: (representing over 70% of \$74,000,000)	\$74,000,000

(Proposition No. 4)

Public Facilities Projects

The Public Facilities Projects for which the proceeds of the aforesaid not to exceed \$65,000,000 general obligation bonds shall be expended consist of acquiring, constructing, expanding, renovating, repairing, and equipping municipal buildings, facilities, and equipment, all to be owned exclusively by the City. The projects may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. Project costs include related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right of way and real property acquisition. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Expansion and/or renovation of existing Senior Center including, but not limited to, acquisition, design, construction, equipping, furnishing, and amenities on Main Street.	\$18,000,000
Expansion and/or improvements of existing Rose District Plaza including, but not limited to, acquisition, design, construction, equipping, furnishing, and/or site amenities.	\$10,000,000
Expansion and/or renovation of existing Arts@302 including, but not limited to, acquisition, design, construction, equipping, furnishing, and/or improvements.	\$7,500,000

Expansion and/or parking improvements at the existing Veteran's Center including, but not limited to, acquisition, design, construction, and/or appurtenances.	\$1,700,000
Relocation of existing Military History Museum in the vicinity of Veteran's Park including, but not limited to, acquisition, design, construction, equipping and/or furnishings.	\$9,200,000
Expansion and/or renovation to the existing BA History Museum including, but not limited to, acquisition, design, construction, and/or equipping.	\$5,000,000
Estimated costs of issuance and contingency funds. Any funds not required to complete the foregoing projects shall be utilized for the purpose of acquiring, constructing, expanding, renovating, repairing, and equipping municipal buildings, facilities, and equipment, all to be owned exclusively by the City.	<u>\$13,600,000</u>
TOTAL: (representing over 70% of \$65,000,000)	\$65,000,000

(Proposition No. 5)

Stormwater Projects

The Stormwater Projects for which the proceeds of the aforesaid not to exceed \$6,000,000 general obligation bonds shall be expended consist of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping stormwater facilities on property owned exclusively or in part by the City. The projects may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. Project costs include related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right of way and real property acquisition. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Improvements to the regional detention pond located at West Madison Street and North Birch Avenue.	\$1,500,000
Stormwater drainage improvements to the conveyance system within the downtown area from Elm Place (161st Street) to 9th Street (Lynn Lane) and from Kenosha Street (71st Street) to Houston Street (81st Street).	\$700,000
Improvements to the drainage system including but not limited to engineering, design, construction, roadway improvements as necessary, and acquisition of easements and right-of-way from West Iola Street to West Elgin Street and North Date Avenue to North Ash Avenue.	\$1,500,000

Improvements to the drainage system including, but not limited to, engineering, design, construction, and acquisition of easements and right-of-way on channel repairs, erosion, and conveyance system improvements for the residential subdivisions located in the Indian Springs Area.	\$500,000
Estimated costs of issuance and contingency funds. Any funds not required to complete the foregoing projects shall be utilized for the purpose of constructing, expanding, repairing, which may also include improving, renovating, acquiring and equipping stormwater facilities on property owned exclusively or in part by the City.	<u>\$1,800,000</u>
TOTAL: (representing over 70% of \$6,000,000)	\$6,000,000

(Proposition No. 6)

Drainage Projects

The Drainage Projects for which the proceeds of the aforesaid not to exceed \$5,000,000 general obligation bonds shall be expended consist of drainage improvements to property owned exclusively or in part by the City. The projects may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. Project costs include related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right of way and real property acquisition. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

Drainage improvements in Adams Creek Basin including but not limited to channelization, bank stabilization, detention, clearing of drainageway, stormwater quality, erosion control, and conveyance system improvements.	\$750,000
Drainage improvements in Broken Arrow Creek Basin including but not limited to channelization, bank stabilization, detention, clearing of drainageway, stormwater quality, erosion control, and conveyance system improvements.	\$750,000
Drainage improvements in Elm or Aspen Creek Basin including but not limited to channelization, bank stabilization, detention, clearing of drainageway, stormwater quality, erosion control, and conveyance system improvements.	\$750,000
Drainage improvements in Haikey Creek Basin including but not limited to channelization, bank stabilization, detention, clearing of drainageway, stormwater quality, erosion control, and conveyance system improvements.	\$1,250,000

Estimated costs of issuance and contingency funds. Any funds not required to complete the foregoing projects shall be utilized for the purpose of drainage improvements to property owned exclusively or in part by the City.	<u>\$1,500,000</u>
TOTAL: (representing over 70% of \$5,000,000)	\$5,000,000

(Proposition No. 7)

Library Project

The Library Project for which the proceeds of the aforesaid not to exceed \$4,000,000 general obligation limited tax bonds shall be expended shall be limited to qualified economic and community development purposes as defined in Title 62, Section 802 of the Oklahoma Statutes, to include a new south Broken Arrow library. The projects may be accomplished through participation with other governmental agencies and others, and may be accomplished in phases. Project costs include related construction testing, inspection, project implementation and administration, planning, permitting, engineering and design, right of way and real property acquisition, and related costs of issuance. The specific projects for which at least seventy percent (70%) of the proceeds of the aforesaid bonds shall be expended and the dollar amount of each such project shall be as follows:

In cooperation with the Tulsa County Library System, develop and construct a new public library facility in south Broken Arrow. Any funds not required to complete the foregoing projects shall be utilized for qualified economic and community development purposes.	<u>\$4,000,000</u>
TOTAL: (representing over 70% of \$4,000,000)	\$4,000,000

Section 3. That such call for said election shall be by proclamation, signed by the Mayor or Vice Mayor and attested by the City Clerk or Deputy City Clerk, setting forth the propositions to be voted upon, a statement regarding the specific projects for which the proceeds of the aforesaid Bonds shall be expended and the dollar amount to be expended on such projects; that the ballots shall set forth the propositions to be voted upon substantially as set out in Section 1 hereof; and that the returns of said election shall be canvassed and certified to by the Tulsa County Election Board.

Section 4. That the number and location of the polling places, the hours of opening and closing of the polls, and the names of the officers who shall conduct the election shall be the same as the regular polling places and persons prescribed and selected by the Tulsa County Election Board, for elections in Broken Arrow, Oklahoma. As provided in Title 26, Oklahoma Statutes Section 13-103, the City authorizes the Tulsa County Election Board to open all precinct polling places for Broken Arrow municipal elections located in Wagoner County, Oklahoma, and Tulsa County, Oklahoma, for this election.

Section 5. That the Special Election Proclamation and Notice of even date, a copy of which is on file with the City Clerk and which is incorporated herein by reference, calling said election is hereby approved in all respects, and the Mayor or Vice Mayor is hereby authorized to execute said Special Election Proclamation and Notice on behalf of the City, and the City Clerk or Deputy City Clerk is hereby authorized to attest and affix the seal of the City to said Special Election Proclamation and Notice, and to cause a copy of said Special Election Proclamation and Notice to be published as required by law, and a copy thereof delivered to the Tulsa County Election Board.

Section 6. That the City Clerk shall serve or cause to be served, a copy of this Ordinance and the Special Election Proclamation and Notice upon the office of the Tulsa County Election Board as required by law.

Section 7. Pursuant to Title 62, Section 896.1, the City Clerk is hereby directed to publish such project information related to the City's outstanding general obligation bonds, and project information related to the proposed general obligation bonds to be voted upon on April 7, 2026, in accordance with the Bond Transparency Act of 2017.

Section 8. In connection with the issuance of the above referenced bonds, the Mayor or Vice Mayor, on behalf of the City, is authorized to enter into professional services agreements with The Public Finance Law Group PLLC for bond counsel services and with Municipal Finance Services, Inc. for financial advisory services, and the City Clerk or Deputy City Clerk is hereby authorized to attest and affix the seal of the City to said professional services agreements.

Section 9. It is immediately necessary for the preservation of the public health, peace, and safety of the City, and the inhabitants thereof that the provisions of this Ordinance become operative immediately and therefore, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect immediately from and after its passage and approval.

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PASSED AND APPROVED THIS 6<sup>TH</sup> DAY OF JANUARY, 2026.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Information for the County Election Board

1. Propositions 1, 2, 3, 4, and 7 require a simple majority (50%) for approval.
2. Propositions 5 and 6 require a three-fifths (60%) majority for approval.
3. Registered voters residing within the City are authorized to vote.
4. Absentee voting permitted.

STATE OF OKLAHOMA            )  
  )SS  
COUNTY OF TULSA            )

I, the undersigned, the duly qualified and acting Clerk of the City of Broken Arrow, Oklahoma, hereby certify that the foregoing is a true and complete copy of an Ordinance authorizing the calling and holding of an election for the purpose therein set out adopted by the governing body of said municipality and Transcript of Proceedings of said governing body at a regular meeting thereof held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of the City of Broken Arrow, Oklahoma for the calendar year 2026 having been given in writing to the City Clerk of said City at 12:00 o'clock p.m. on November 20, 2025, and public notice of this meeting, setting forth the date, time, place and agenda was posted at \_\_\_ o'clock \_\_.m. on the \_\_\_ day of January, 2026, by posting on the City's Internet website ([www.brokenarrowok.gov](http://www.brokenarrowok.gov)) and by posting at the entry to the Municipal Building, 220 S. First Street, Broken Arrow, Oklahoma, 74012, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Title 25 Oklahoma Statutes § 311A(9)(a)(1), the City made the notice of a public meeting available to the public in the principal office of the public body (220 S. First Street, Broken Arrow, Oklahoma, 74012) during normal business hours at least twenty-four (24) hours prior to the meeting.

WITNESS my hand and seal this 6<sup>th</sup> day of January, 2026.

(SEAL)

\_\_\_\_\_  
City Clerk



# City of Broken Arrow

## Request for Action

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**File #: 26-127, Version: 1**

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**Broken Arrow City Council  
Meeting of: 01-06-2026**

**Title:**

Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3903; it being immediately necessary for the preservation of the public peace, health, safety or welfare, an emergency is hereby declared

**Background:**

Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

**Cost:** No Cost

**Funding Source:** No Source

**Requested By:** City Manager's Office

**Approved By:** Trevor Dennis, City Attorney

**Attachments:** Ordinance No. 3903

**Recommendation:**

Approve the emergency clause for Ordinance No. 3903



# City of Broken Arrow

## Request for Action

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**File #: 26-128, Version: 1**

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**Broken Arrow City Council  
Meeting of: 01-06-2026**

**Title:**

Consideration, discussion, and possible approval of Ordinance No. 3904, an Ordinance of the City of Broken Arrow, Oklahoma, relating to the imposition of a City excise tax (sales tax) of one-half of one percent (0.5%) (in addition to any and all other excise taxes now in force) to be levied upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code; providing for the use of the proceeds of said excise tax; providing for the effective date of said excise tax to begin on July 1, 2026, and terminate on June 30, 2031; providing for subsisting State permits; providing for payment of tax; providing that the tax is in addition to taxes currently levied; incorporating certain provisions of prior City ordinances; providing for amendments to this Ordinance; providing that the provisions of this Ordinance are cumulative and in addition to any and all taxing provisions of other City ordinances; providing for severability of provisions; and containing other provisions related thereto

**Background:**

Ordinance No. 3904 relates to the imposition of a City excise tax (sales tax) of one-half of one percent (0.5%) in addition to any and all other excise taxes now in force. The purpose of the revenues is for the funding of sports facilities benefitting the City, including but not limited to Indian Springs Sports Complex, Arrowhead Softball Complex, Nienhuis Sports Complex and Challenger Sports Complex and/or for the payment of debt service in connection with obligations heretofore issued or to be issued to finance or refinance the capital expenditures and related costs. The effective date of the excise tax is July 1, 2026 and expiring on June 30, 2031, should it be passed by a majority of the qualified electors of the City. The election will be held on April 7, 2026.

**Cost:** No Cost

**Funding Source:** No Source

**Requested By:** City Manager's Office

**Approved By:** Trevor Dennis, City Attorney

**Attachments:** Ordinance No. 3904

**Recommendation:**

Adopt Ordinance No. 3904

## ORDINANCE NO. 3904

AN ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, RELATING TO THE IMPOSITION OF A CITY EXCISE TAX (SALES TAX) OF ONE-HALF OF ONE PERCENT (0.5%) (IN ADDITION TO ANY AND ALL OTHER EXCISE TAXES NOW IN FORCE) TO BE LEVIED UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM ALL SALES TAXABLE UNDER THE OKLAHOMA SALES TAX CODE; PROVIDING FOR THE USE OF THE PROCEEDS OF SAID EXCISE TAX; PROVIDING FOR THE EFFECTIVE DATE OF SAID EXCISE TAX TO BEGIN ON JULY 1, 2026, AND TERMINATE ON JUNE 30, 2031; PROVIDING FOR SUBSISTING STATE PERMITS; PROVIDING FOR PAYMENT OF TAX; PROVIDING THAT THE TAX IS IN ADDITION TO TAXES CURRENTLY LEVIED; INCORPORATING CERTAIN PROVISIONS OF PRIOR CITY ORDINANCES; PROVIDING FOR AMENDMENTS TO THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE ARE CUMULATIVE AND IN ADDITION TO ANY AND ALL TAXING PROVISIONS OF OTHER CITY ORDINANCES; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, AS FOLLOWS:

Section 1. Citations and Codification. This Ordinance shall be known and may be cited as the City of Broken Arrow Sales Tax Ordinance of 2026, and the same shall be codified and incorporated into the Code of Ordinances of the City of Broken Arrow, Oklahoma.

Section 2. Tax Imposed. There is hereby imposed an excise tax of one-half of one percent (0.5%) (in addition to any and all other excise taxes now in force) to be levied upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code.

Section 3. Purpose of Revenues. It is hereby declared to be the purpose of this Ordinance to provide revenues to be used for the funding of sports facilities benefitting the City, including but not limited to Indian Springs Sports Complex, Arrowhead Softball Complex, Nienhuis Sports Complex, and Challenger Sports Complex, and/or for the payment of debt service in connection with obligations heretofore issued or to be issued to finance or refinance said capital expenditures and related costs.

Section 4. Effective Date and Termination Date. The provisions of this Ordinance and the collection of the excise tax referenced herein shall become effective on and after July 1, 2026, subject to approval by a majority of the qualified electors of the City voting on the same in the manner prescribed by law. The provisions of this Ordinance and the collection of the excise tax referenced herein shall terminate and said excise tax shall not be collected after June 30, 2031.

Section 5. Subsisting State Permits. All valid and subsisting permits to do business issued by the Oklahoma Tax Commission pursuant to the Oklahoma Sales Tax Code are, for the purposes of this Ordinance, hereby ratified, confirmed and adopted in lieu of any requirement for an additional City permit for the same purpose.

Section 6. Payment of Tax. The tax herein levied shall be paid to the Tax Collector at the time and in the manner and form prescribed for payment of the state sales tax under the State Tax Law of the State of Oklahoma.

Section 7. This Tax in Addition to Taxes Currently Levied; Administrative Procedures. The tax levied hereby is in addition to any and all other excise taxes levied or assessed by the City pursuant to existing ordinances (the "Prior Ordinances"); provided, however, that those provisions of said Prior Ordinances relating to Definitions; Tax Collector Defined; Classification of Taxpayers; Subsisting State Permits; the portion of Tax Rate - Sales Subject to Tax, pertaining to Sales Subject to Tax (not rate of Tax); the provisions of said Prior Ordinances regarding Exemptions and Other Exempt Transfers; the provisions of said Prior Ordinances regarding Tax Due When--Returns--Records; the portion of said Prior Ordinances regarding tax constituting debt; Vendor's Duty to Collect Tax; Returns and Remittances - Discounts; Interest and Penalties--Delinquency; Waiver of Interest and Penalties; Erroneous Payments--Claim for Refund; Fraudulent Returns; and Records Confidential shall apply to the excise tax levied and assessed by this Ordinance. For purposes of this Ordinance, references in Prior Ordinances, to specific provisions of the Oklahoma Statutes shall be deemed to be references to said statutory provisions, as amended.

Section 8. Amendments. The people of the City of Broken Arrow, Oklahoma, by their approval of this Ordinance at the election hereinabove provided for, hereby authorize the City by Ordinance duly enacted to make such administrative and technical changes or additions in the method and manner of administration and enforcing this Ordinance as may be necessary or proper for efficiency and fairness or in order to make the same consistent with the Oklahoma Sales Tax Code, as amended, except that the rate of the tax herein provided for shall not be changed without approval of the qualified electors of the City as provided by law.

Section 9. Provisions Cumulative. The provisions hereof shall be cumulative and in addition to any and all other taxing provisions of City Ordinances.

Section 10. Severability. The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

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PASSED AND APPROVED THIS 6<sup>TH</sup> DAY OF JANUARY, 2026.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CERTIFICATE  
OF  
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Broken Arrow, Oklahoma.

I further certify that the City Council of the City of Broken Arrow, Oklahoma, held a Regular Meeting at 6:30 o'clock p.m., on January 6, 2026, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of Ordinance No. 3904 that was passed and approved by said City Council at said meeting as the same appears in the official records of my office. I further certify that below is listed those Councilmembers present and absent at said meeting; those making and seconding the motion that said Ordinance be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 6<sup>TH</sup> DAY OF JANUARY, 2026.

CITY OF BROKEN ARROW, OKLAHOMA

(SEAL)

By: \_\_\_\_\_  
City Clerk



Mammoth Sports Construction, LLC  
3922 74th St  
Meriden, Kansas 66512  
Phone: (785) 400-6136

**PCCO #001**

**Project:** 25-1083-01 - Nienhuis Park FB Conversions RFP  
3201 N 9th St.  
Broken Arrow, Oklahoma 74012

## Prime Contract Change Order #001: CE #001 - Relocation of Scoreboards

<b>TO:</b>	<b>City of Broken Arrow</b> PO Box 610 Broken Arrow, Oklahoma 74013-0610	<b>FROM:</b>	<b>Mammoth Sports Construction</b> 601 E Wyandotte St. Meriden, Kansas 66512
<b>DATE CREATED:</b>	9/25/2025	<b>CREATED BY:</b>	Courtney McDonald (Mammoth Sports Construction)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>	14 days	<b>EXECUTED:</b>	No
<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>		<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
<b>CONTRACT FOR:</b>	1:Purchase Order - 22503357	<b>TOTAL AMOUNT:</b>	\$24,000.00

**DESCRIPTION:**

CE #001 - Relocation of Scoreboards

**Relocation of Scoreboards**

-remove and relocate existing scoreboards on fields 1 and 4. Includes new I-beam for scoreboards and concrete around base.  
-redo electric to the scoreboards, moving the electric off the fields.  
-restoration and sod

Adds 14 days to contractual project time.

**ATTACHMENTS:**

[Nienhuis Change Order #1.pdf](#)

**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

PCO #	Title	Schedule Impact	Amount
001	CE #001 - Relocation of Scoreboards	14 days	\$24,000.00
<b>Total:</b>			\$24,000.00

The original (Contract Sum)	\$1,560,739.20
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$1,560,739.20
The contract sum would be changed by this Change Order in the amount of	\$24,000.00
The new contract sum including this Change Order will be	\$1,584,739.20
The contract time will be increased by this Change Order by 14 days.	

**City of Broken Arrow**  
PO Box 610  
Broken Arrow, Oklahoma 74013-0610

**Mammoth Sports Construction**  
601 E Wyandotte St.  
Meriden, Kansas 66512

**Dustin Boyd**

Digitally signed by Dustin Boyd  
DN: c=US, e=dustin.boyd@mammoth.co,  
cn=Dustin Boyd  
Date: 2025.12.30 07:57:46-07'00'

**SIGNATURE** **DATE**

**SIGNATURE** **DATE**

Mammoth Sports Construction, LLC

Page 1 of 1

Printed On: 9/25/2025 08:31 AM



**Public Contract  
Application for  
Contractual Changes  
Contract Change Order # 1**

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

Project Name: <u>Nienhuis Park Synthetic Turf</u>	Project Number: <u>2460360</u>
PO Number: <u>22503357</u>	Date of Application: <u>Thursday, September 18, 2025</u>
Contractor: <u>Mammoth Sports Construction LLC</u>	Submitted By: <u>Dustin Boyd</u>

**Summary of Change in Scope of Work**

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

Change of Work Items Included in this Change Order:

- 1) Remove and relocate existing scoreboards on fields 1, and 4. Includes new I beam for scoreboards, and concrete around base.
- 2) Redo electric to the scoreboards, moving the electric off the fields.
- 3) Restoration and sod.
- 4)
- 5)

Change in Contractual Project Time:

- 1) 14 Days
- 2)

Plan Sheets or Additional Documents Attached:    ☐ Yes    ☒ No    ☐ Other: \_\_\_\_\_

**Work Order Quantities**

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
1		Remove & Relocate Scoreboards	Ea	\$ 6,000.00	2	\$ 12,000.00
2		Electrical work	Ea	\$ 5,000.00	2	\$ 10,000.00
3		Restoration and sod	LS	\$ 2,000.00	1	\$ 2,000.00
4						\$ -
5						\$ -

Total Change Cost:    \$    24,000.00

**Summary of Project Costs**

Total Previous Change Orders: \$ -	Original Contract Amount: \$ 1,560,739.20	
Current Change Order: \$ 24,000.00	Amended Contract Amount: \$ 1,584,739.20	
Total Cost of Change Orders: \$ 24,000.00	Percent Change in Contract: 1.54%	
Total Cost Applicable to CBA: \$ 24,000.00	Percent Change Applicable to CBA: 1.54%	

**Change Order Authorization**

Change Order # <u>1</u> in the sum of: \$ <u>24,000.00</u> has been reviewed by all parties and is recommended for approval by:		
Contractor Submitting Change Order:	<u>Dustin Boyd</u> <small>Name</small>	<u>Dustin Boyd</u> <small>Signature</small> <small>Date</small> <u>12-30-2025</u>
Construction Division Manager:	<u>Nathanael T. Kohl, PE</u> <small>Name</small>	<u>Nathanael Kohl</u> <small>Signature</small> <small>Date</small> <u>12/30/2025</u>
Director of Engineering & Construction:	<u>Charlie Bright, PE</u> <small>Name</small>	<u>Nathanael Kohl</u> <small>Signature</small> <small>Date</small> <u>12/30/2025</u>
Assistant City Manager - Operations:	<u>Kenneth D Schwab, PE</u> <small>Name</small>	<u>Kenneth Schwab</u> <small>Signature</small> <small>Date</small> <u>12/30/2025</u>
City Manager:	<u>Michael Spurgeon</u> <small>Name</small>	 <small>Signature</small> <small>Date</small>

**This Change is Executed Through:**

- ☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.  
or  
☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : \_\_\_\_\_

Council Agenda Number: \_\_\_\_\_

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